# AGENDA FOR THE REGULAR MEETING OF THE MAXWELL CITY COUNCIL

### WEDNESDAY, DECEMBER 10, 2025 AT 6:00 PM CITY HALL – 107 MAIN STREET

The city of Maxwell invites residents to attend the city council meeting via 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 REGULAR MEETING: ROLL CALL
- 2. APPROVE AGENDA AS PRESENTED AND/OR AMENDED
- 3. OPEN FORUM (5 Minute Time Limit): Comments from the public on items not on the agenda.

#### 4. CONSENT AGENDA

- a. Approve minutes from November 12 regular council meeting
- b. Approve payment of bills presented
- c. Approve November Treasurers Report
- 5. Presentation of Nevada Food at First Program by director Barb Mittman.
- 6. Presentation and possible action on installation of a microchip scanning station by Holly Kilstrom from Oh My Dog Rescue.
- 7. Presentation of 2024 Maxwell Community Betterment Citizen of the Year award.
- 8. Discussion and possible action on the Planning & Zoning Commission's recommendation regarding the resubmitted final plat for Rock Creek Ridge, and consideration of Resolution 2025-51, A Resolution Approving the Final Plat of Rock Creek Ridge.
- 9. Discussion and possible action of Planning & Zoning Commission's recommendation for comprehensive plan proposals from MIPA or ISU.
- 10. Discussion and possible action regarding access control and installation of cameras at city hall and the library.
- 11. Discussion and possible approval of Resolution 2025-46, a proposed policy outlining standards for security cameras on municipal property.
- 12. Discussion and possible approval of Resolution 2025-48, a resolution establishing a sidewalk maintenance responsibility policy.

- 13. Discussion and possible action on codification project for chapters 40-57 of the Maxwell code of ordinances.
- 14. Discussion and possible action on Logsdon's building if the city will take ownership from Sacred Mission Church for grant opportunities.
- 15. Discussion and possible action on Resolution 2025-47, a Resolution Adopting a Franchise Agreement with Windstream Communications.
- 16. Discussion and possible action regarding proposed modifications to Ames Resource Recovery operations and consideration of termination of the current 28E Agreement.
- 17. Discussion and possible action regarding Resolution 2025-40 and the library's request for a \$5,000 refund to its trust account.
- 18. Discussion and possible action setting budget work session dates for 2026.
- 19. Discussion and possible action on the Story County Sheriff's 28E Agreement for 2026.
- 20. Discussion and possible approval of Resolution 2025-49, a Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with JAMC Real Estate Solutions, LLC, Including Annual Appropriation Tax Increment Payments.
- 21. Discussion and possible approval of Resolution 2025-50, A Resolution Setting Fees for Preliminary and Final Plat Reviews by the Planning and Zoning Commission.
- 22. Council and Mayor comments.
- 23. Departmental Reports:

a. Sheriff

e. Public Works

b. Fire

f. City Clerk

c. EMS

g. Engineer

d. Library

h. Parks & Open Spaces

- 24. Discussion and possible action on filling council vacancy by appointment immediately or leaving the seat vacant until the special election on March 3, 2026 is certified.
- 25. Adjournment

## Minutes of the Maxwell City Council Special Session

Wednesday November 12, 2025

These minutes are as recorded by the city clerk and are subject to city council approval at the next regular council meeting.

- 1. Maxwell City Council held a meeting on the above date pursuant to the rules of the council, notice posted at city hall, city website, post office, Maxwell State Bank, and Facebook. Mayor Higgins called the meeting to order at 6:01 pm. Roll Call was answered by Gast, Philpott, Miller, Westendorf and Jans. City staff present clerk Wendy Crabtree and Snyder engineer Wes Farrand. Also present Tim Kimberly, Ken Meusburger, Erik Carlson, James Stumbo, Sandra Carroll and Deputy Logan Powers.
- 2. Jans moved, seconded by Westendorf, to amend the agenda by moving item #13 to follow item #7, adding Council and Mayor Comments as item #19, and renumbering Adjournment to item #20 RCV: Ayes: Gast, Philpott, Westendorf, Miller, Jans. Nays: None. Motion carried.
- 3. Tim Kimberly, pastor at Sacred Mission Church in Collins, presented plans to purchase the Logsdon's building, Maxwell's oldest (built in 1879, moved by horses in 1881). An environmental study was completed, and the council reviewed initial pages and concept images. The church envisions a coffee shop on the main floor, with offices and counseling services upstairs. Tim noted a DNR derelict building grant could assist with basement mitigation if the building were temporarily deeded to the city. The mayor advised the city already received this grant in FY26 and may not be eligible again so soon, suggesting instead that the church explore brownfield or greyfield grants, which may cover cleanup costs in full. Other funding opportunities may also be available. Ken Meusburger, 33413 680th Avenue, reported his tenant at 616 3rd Street experienced a water softener malfunction that ran for 3–4 days, resulting in a \$477.95 bill compared to a prior \$157.01 bill. Gast noted the council's past practice has been to allow a one-time waiver. Jans moved and Philpott seconded, waiving the cost over his average bill of \$157.01. RCV: Ayes: Gast, Philpott, Westendorf, Miller, Jans. Nays: None. Motion carried.
- 4. Miller moved, Westendorf seconded to approve the consent agenda: October 15 special meeting minutes, bills presented, October treasurer's report, FY25 Annual Financial Report, and FY25 DOT Street Financial Report. RCV: Ayes: Gast, Philpott, Westendorf, Miller. Nays: None. Abstain: Jans. Motion carried.
- 5. Matt Graham of Kinetic Utilities discussed plans to replace existing lines with fiber, including proposed boring in some areas. The franchise agreement is still under review between Kinetics' attorney and the city attorney.
- 6. Council discussed a possible nuisance at 412 Maxwell Street per City Code Chapter 50. James Stumbo reported he had already trimmed trees and shrubs before receiving the notice. Council determined no nuisance exists at this property.
- 7. Council discussed drainage concerns at 500 Baldwin Street. Sandra Carroll reported that her yard and driveway were washing away and requested a gutter or drain. The mayor asked Farrand to obtain a cost estimate for lowering the drain.

- 19. Deputy Powers asked if there were any issues in town. Council noted a possibly abandoned vehicle at 6th and Maxwell Streets. The mayor reported new tire marks on Baldwin Street and concerns about cars speeding when children are present.
- 13. Council discussed the Baldwin Outlet channel project. Erik Carlson, 119 5th Street, reported flooding issues at his property since the drain was installed, leading to mosquitos and trash runoff. The city received two bids: Huber Grading \$42,515 and Dave's Dozing \$83,060. Miller moved, seconded by Philpott, to approve the low bid pending the city engineer's review. RCV: Ayes: Gast, Philpott, Westendorf, Miller, Jans. Nays: None. Motion carried.
- 8. Council discussed a shed in the city right-of-way at 608 7th Street. Jans noted 26 city properties abut others and suggested property pins be set, as Beacon is not always accurate. There was also discussion of a possible sidewalk or bike trail in the alleyway at North and 7th Streets. Wes will locate property pins before Code Enforcement issues a letter. No formal action was taken.
- 9. Council discussed the 2024 Maxwell Community Betterment Citizen of the Year award. Jans moved, seconded by Philpott, to accept the nomination of Jody Gast for the award. RCV: Ayes: Gast, Philpott, Westendorf, Miller, Jans. Nays: None. Abstain: Gast. Motion carried.
- 10. Council held the first reading of Ordinance No. 345, requiring dog licenses. The second and third readings were waived, and the ordinance was adopted. Miller moved, seconded by Gast, to approve the ordinance and waive the additional readings RCV: Ayes: Gast, Philpott, Westendorf, Miller, Jans. Nays: None. Motion carried.
- 11. Council discussed purchasing a dog microchip reader for city use. Decision was deferred until information was available on how many dogs in town are chipped. Item tabled.
- 12. Council discussed a tree in the public right-of-way at Broad and Maxwell Streets with low-hanging branches over the sidewalk. Westendorf moved, seconded by Gast, to remove the tree for safety reasons. RCV: Ayes: Gast, Philpott, Westendorf, Miller, Jans. Nays: None. Motion carried.
- 14. Council discussed sidewalk repairs and bids for six properties, noting DOT's Highway 210 ADA project scheduled for Summer 2027, which overlaps with three affected properties. DOT's current plan (D-4) will be updated after a field visit. Sidewalk repairs were identified at 204 Main, 114 Main, and 46 Main. The city may request DOT include additional areas, such as extending sidewalk to Dollar General. The mayor will bring three more sidewalk projects to council since FY26 budgeted funds must be used. No formal action taken.
- 15. Westendorf moved and Jans seconded approval of Terry Jones to the open seat on the Library Board of Trustees. RCV: Ayes: Gast, Philpott, Westendorf, Miller, Jans. Nays: None. Motion carried.
- 16. Council discussed the Story County Housing Trust donation request for FY26 and F27 and the 2026 funding application. Funds are available in community and economic development and betterment to pay the donation request. Gast moved, seconded by Westendorf, to approve \$679 for FY26 and \$679 for FY27. RCV: Ayes: Gast, Philpott, Westendorf, Miller, Jans. Nays: None. Motion carried.

- 19. Council reviewed the engineer's report regarding a sewer pipe issue at 215 5th Street tied to the Baldwin project. No record was found of Reilly notifying Snyder about the sewer issue. Rock Creek Ridge changes were not included in the original plans. Wes will draft a letter to the developer. No formal action taken.
- 17. Council discussed the codification project for Chapters 1–37 of the Maxwell Code of Ordinances. Westendorf concurred with Gast's suggested changes, except that in Chapter 15 'assistant clerk' should be changed to 'deputy clerk' in eight instances. Council accepted the Library Board of Trustees' suggested chapter changes, except Section 21.05 on trust funds. Council noted this is general fund money and should not be under library control. Gast moved, seconded by Westendorf, to approve the proposed changes. RCV: Ayes: Gast, Philpott, Westendorf, Miller, Jans. Nays: None. Motion carried. Clerk will send back to Simmering Cory.
- 19. Councilperson Gast submitted his resignation effective 12/10/25. Mayor Higgins accepted and thanked him for his service. Philpott reported that the yard waste site was unlocked over the weekend and asked if fines could be placed in the UB drobox at city hall. Miller received a comprehensive plan proposal from Iowa State University. Jans noted damage at Freedom Rock; the mayor asked Jans to provide a quote for repair. Jans also thanked Councilperson Gast for his service.
- 20. Philpott moved and Jans seconded adjournment. 9:40 pm. The next city council meeting will be on December 10 at 6:00 in city hall.

Claims Presented		
ACCESS SYSTEMS	MONTHLY PRINTER RENT	\$425.59
AFLAC	TONY STD	\$84.24
ALLIANT ENERGY	UTILITY BILL	\$9,016.31
AMAZON	LIBRARY MATERIALS	\$272.79
AT&T	CELL PHONES, HOT SPOT	\$273.93
BADGER METER	ORION CELLULAR	\$408.37
BRICK GENTRY	LEGAL FEES	\$1,020.00
CARRIE HEAPS	YARD WASTE BAGS REIMBURSEMENT	\$31.80
CENTRAL IOWA DISTRIBUTING	PARK RESTROOM SUPPLIES	\$159.83
CENTRAL IOWA SHORTLINE	STREETS	\$259.22
CHEM SULT	WATER TESTING CHEMICALS	\$965.90
CITY OF AMES	RR PER CAPITA 2ND HALF	\$4,510.00
CITY OF MAXWELL	UTILITY BILLS	\$693.24
CONSUMERS ENERGY	ROCK CREEK HEIGHTS ELECTRIC	\$41.00
CONTINENTAL RESEARCH		
CORP	DEICER	\$657.73
COUNTRY LANDSCAPE	619 BALDWIN RETAINING WALL	\$3,825.28
DAKOTA SUPPLY GROUP	WATER TOOLS	\$4,388.67
DYLAN MCCARL	REPLACING CK 31484	\$30.00
EFTPS	FED/FICA TAXES	\$5,686.19
TANNER CO	RESTROOMS CLOSED SIGN	\$165.00

<b>GANNET HOLDINGS</b>	PUBLISHING CITY HALL	\$1,432.86
GWORKS	2026 SIMPLE CITY	\$9,000.00
INTERSTATE POWER SYSTEM	IS GENERATOR ALARM FIX	\$844.69
IOWA DEP OF REVENUE	WET TAX & SALES TAX	\$1,139.67
IOWA LEAGUE OF CITIES	BUDGET WORKSHOP	\$60.00
IOWA ONE CALL	LOCATE EMAILS	\$27.00
IOWA REGIONAL UTILITIES	RCH SEPT & OCT	\$638.92
IOWA RURAL WATER ASSOC	2026 DUES	\$315.00
IPERS	OCTOBER	\$2,691.94
JAKE THOMPSON	116 METCALF DEAD TREE REMOVAL	\$900.00
JANON DOUGLAS	Q3 TRAINING	\$850.00
MEADE COMPUTING	IT	\$200.00
MENARDS AMES	LIBRARY MATERIALS	\$65.97
MICROBAC	KEYSTONE INC	\$629.00
NEW CENTURY FS	FUEL	\$733.40
MAXWELL POST OFFICE	PO BOX FEE FIRE & EMS	\$136.00
PRATT SANITATION	OCTOBER GARBAGE CONTRACT	\$5,804.65
RACOM CORP	FIRE & EMS MAINTENANCE	\$3,336.42
RITEWAY BUSINESS FORMS	UTILITY BILLS	\$495.61
RJ THOMAS MFG CO INC	1100 ROCK CREEK, 221 MAXWELL ST	\$333.00
SEEDORFF MASONRY	LIBRARY BRICK REPAIR	\$15,570.00
SHAWN ZIESER	REPLACE CK 31507	\$25.00
SNYDER & ASSOCIATES	125.0013.010-8 & 125.112.010	\$6,854.10
STORY CO ANIMAL CONTROL	Q3 SERVICES	\$238.50
STORY CO SHERIFF	Q2 PAYMENT SHERIFF CONTRACT	\$15,071.16
	OFFICE SUPPLIES CITY HALL, LIBRARY	
US BANK	TECHNOLOGY SERVICES	\$582.60
USA BLUE BOOK	CHEMICALS & TESTING SUPPLIES	\$987.78
WENDY CRABTREE	MILEAGE IMFOA CONFERENCE	\$151.20
WINDSTREAM	LIBRARY PHONE & INTERNET	\$594.05
	TOTAL	\$56,883.69
FUND		
GENERAL 41,198.29		
ROAD USE TAX 1,839.63		
BALDWIN ST PROJECT 3,825.2	28	

WATER 6,033.97 SEWER 3,986.52

TOTAL FUNDS 56,883.69

## CLAIMS REPORT Check Range: 11/13/2025-12/05/202

VENDOR NAME	REFERENCE	AMOUNT	VENDOR Total	CHECK CHECK# DATE
AFLAC	AFLAC STD		56.15	32316 11/26/25
ALLIANT ENERGY	MONTHLY UTILITY BILL		8,456.23	32294 11/26/25
RADGER METER	ORION CELLULAR		408.37	32320 12/05/25
BOUND TREE MEDICAL LLC	EMS SUPPLIES		277.15	32321 12/05/25
CENTRAL IOWA SHORTLINE LLC	58431 & 58434 STREET LIGHTS	8.92		32295 11/26/25
CENTRAL IOWA SHORTLINE LLC	SNOW REMOVAL & STREETLIGHTS	120.91	129.83	32322 12/05/25
CIT SEWER SOLUTIONS	FY2026 MAINTENANCE CONTRACT		14,082.83	32296 11/26/25
CITY OF MAXWELL	UBILIS		679.55	32323 12/05/25
CONSUMERS ENERGY	DCIL FLECTOTC		41.00	32297 11/26/25
MAXWELL STATE BANK	FED/FICA TAXES FED/FICA TAX	3,418.73		91971355 11/26/25
MAXWELL STATE BANK	FED/FICA TAX	24.70	3,443,43	91971359 11/26/25
EXCHANGE STATE BANK			C 00C 2E	32298 11/26/25
GANNETT HOLDINGS-CENTRAL	CITY HALL PUBLISHING	607.99 145.00	444.80	32324 12/05/25
IOWA DEP OF REVENUE	WET TAX NOVEMBER 2025	607.99		91971361 12/01/25
IOWA DEP OF REVENUE	SALES TAX NOVEMBER 2025	145.00	752.99	91971362 12/01/25
IOWA FINANCE AUTHORITY	INTEREST PAYMENT Laguon S	20,120.00		91971363 12/02/25
IOWA FINANCE AUTHORITY	INTEREST PAYMENT SLIP LINE INTEREST PAYMENT WWTP	1,240.00		91971364 12/02/25
IOWA FINANCE AUTHORITY	INTEREST PAYMENT WWTP	12,290.00	33,650.00	91971365 12/02/25
IOWA ONE CALL			45.00	32325 12/05/25
IOWA REGIONAL UTILITIES ASSOC	ROCK CREEK HEIGHTS	2,456.06	343.96	32299 11/26/25
IPERS	IPERS	2,456.06		91971356 11/26/25
	IPERS	25.39	2,481,45	91971360 11/26/25
JAKE THOMPSON	CITY TREE REMOVAL BROAD & MAX		900.00	32300 11/26/25
KARL CHEVROLET	HOOD HINGE REPLACEMENT		22.50	32326 12/05/25
MEUSBURGER CONSTRUCTION, INC	WATER PLANT DOOR REPLACEMENT		5,100.00	32301 11/26/25
MICROBAC LABORATORIES	IPERS CITY TREE REMOVAL BROAD & MAX HOOD HINGE REPLACEMENT WATER PLANT DOOR REPLACEMENT KEYSTONE INC		865.50	32302 11/26/25
MIDWEST BREATHING AIR LLC	COMPRESSOR QUARTERLY TEST		723.31	32303 11/26/25
NEW CENTURY FS	FIRE FUEL	156.01		32304 11/26/25
NEW CENTURY FS	FUEL	513.22	669.23	32327 12/05/25
MAXWELL POST OFFICE	UTILITY BILLS MAILED 11/26/25		208.32	32317 11/26/25
SNYDER & ASSOCIATES	125.0013.010-9 ROCKCRK RIDGE	.5	8,464.55	32328 12/05/25
STORY COUNTY AUDITOR	2025 CITY ELECTION		958.80	32329 12/05/25
STORY COUNTY HOUSING TRUST	DONATION FOR FY26		679.00	32305 11/26/25
SUMMIT FIRE PROTECTION	ANNUAL FIRE EXTINGUISHER INSPE		2,005.30	32306 11/26/25
	SNOW REMOVAL PARTS		411.84	32330 12/05/25
	LIBRARY MATERIALS		1,853.13	32307 11/26/25
	LIBRARY PHONE		590.28	32308 11/26/25
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Accounts Payable Total

95,730.75

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## TREASURER'S REPORT CALENDAR 11/2025, FISCAL 5/2026

ACC	OUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001	GENERAL	180,309.55	20,357.80	61,021.43	167.29	138,580.76
003	CAPITAL REPLACEMENT	.00	.00	.00	.00	
004		21,674.56	.00	.00	.00	
005		36,550.39	.00	.00	.00	
008	LIBRARY TRUST	36,096.56	.00	.00	.00	
016	WASHINGTON TWINSHP TRUST	T 254,255.41	.00	.00	.00	
019	EMERGENCY TRUST	66,281.32	.00	.00	.00	
110	ROAD USE TAX	94,578.96	10,220.78	885.35	17.17	
111	I-J08S	.00	.00	.00	.00	.00
112	EMPLOYEE BENEFITS	19,966.89	1,016.29	1,367.45	.00	20,983.18
119	EKERGENCY FUND	78.87	.00	.00	.00	78.87
120	UTILITY FRANCHISE	25,846.21	7,745.04	.00	.00	33,591.25
121	LOCAL OPTION SALES TAX	46,274.09	.00	.00	.00	46,274.09
125	TAX INCREMENT FINANCING		.00	.00	.00	119,675.15
126		3,186.07-	.00	.00	.00	3,186.07-
129	ARP FUNDS	.00	.00	.00	.00	.00
150	ARPA	,00	.00	.00	.00	.00
170	FEMA	.00	.00	.00	.00	.00
171	MAY 2013 FLOOD/HAIL	.00	.00	.00	.00	.00
172	2014 FEMA BUYOUT	,00	.00	.00	.00	.00
200	DEBT SERVICE	62,898.48	4,188.76	.00	.00	67,087.24
301	BALDWIN ST PROJECT		228,000.00	6,986.25	.00	166,388.30
302	CAPITAL FUND PRICT-STOR	.00	.00	.00	.00	.00
303	FEMA WIND DISASTER 2020		.00	.00	.00	.00
304	WOODLAWN ST PROJECT	.00	.00	.00	.00	.00
305	REHOVAL OF TREES	8,960.00	.00	.00	.00	8,960.00
306	SEWER TAP REPAIR	50,000.00	.00	.00	.00	50,000.00
307	SIDEWALK REPLACEMENT	.00.	.00	.00	.00	.00
600	WATER	109,151.40	13,375.85	20,300.13	132.43	102,359.55
601	WATER DISCHARGE	.00	.00	.00	.00	.00
609	WATER SINKING	.00	.00	.00	.00	.00
610		41,037.50	24,515.12	44,713.79	132.39	20,971.22
611	2015 SEWER REHAR	35,924,29	.00	.00	.00	35,924.29
612	WATP FACILITY	.00	.00	.00	.00	.00
625	SEWER LOANS	136,192.94	15,490.00	.00	.00	151,682.94
	Report Total	1,287,941.05	324,909.64	135,274.40	449.28	1,478,025.57



## **Microchip Scanning Stations**

Found a lost pet? There may be a 24/7 microchip scanner available in your Iowa community. Check the list below to help get the animal back to its owner ASAP!



## Adel, Iowa

**Police Station** 

#### 102 S 10th St, Adel, IA 50003



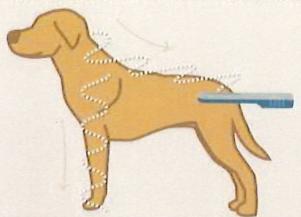
Altoona, Iowa

**Police Station** 

900 Venbury Dr Suite B, Altoona, IA 50009

## MICROCHIP SCANNING STATION

- . Turn the switch on the side of the scanner to "ON"
- Press and hold the button and run the scanner down the animal, starting at the base of the skull and slowly moving to the base of the tail
- Run the scanner down each leg, starting at the body and slowly moving down to the feet
- Please be sure to turn the switch on the side of the scanner to "OFF" when done



### **MICROCHIPPED**

- If the scanner detects a chip, it will display the number on the screen
- Go to PetMicrochipLookup.org
- Enter the microchip number
- 4 Follow the link to the company the chip is registered with
- Submit a found pet form with your information
- The owner will be notified and will contact you
- If you're unable to locate the owner, follow the steps under no microchip

## NO MICROCHIP

- Check the dog for tags
- Report the animal found to Altoona Police Department (515-967-5132)
- 1 Post the animal on social media
- You can also post the animal on iowapetalert.com or pawboost.com
- Keep the animal until the owner claims. Verify ownership
- 6 Secure away from other animals

()

If you have any questions, please contact
Oh My Dog Rescue at 515-259-0049 (call or text)
Donate to support this service! wvm. OMDR.org

# RESOLUTION 2025-51 A RESOLUTION APPROVING THE FINAL PLAT OF Rock Creek Ridge

WHEREAS, the developer of Rock Creek Ridge has submitted three (3) hard copies of the final plat to the city council for review and approval; and

WHEREAS, the city council has examined said final plat and finds it to be in compliance with applicable ordinances and regulations; and

WHEREAS, the city council desires to approve the final plat and to retain two (2) copies for city records, returning one (1) approved copy to the developer, and providing documentation suitable for recording with the county recorder.

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

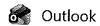
Section 1. The final plat of Rock Creek Ridge is hereby approved as submitted.

Section 2. The mayor and city clerk are authorized and directed to sign the final plat and this resolution, attesting to council approval.

Section 3. The city clerk shall retain two (2) copies in city records, return one (1) approved copy to the developer, and provide a certified copy of this resolution to the county recorder for recording.

Following the motion by Councilperson	and second by
Councilperson, a	roll call vote was taken.
The motion carried with Ayes:	; Nays:;
Absent:	
PASSED AND APPROVED this 10th day	y of December, 2025.
Mayor Dale Higgins Jr. ATT	EST: City Clerk Wendy Crabtree

STATE OF IOWA)
) ss:
COUNTY OF STORY
I, the undersigned, city clerk of the City of Maxwell, Iowa, hereby certify that the foregoing is a true and correct copy of Resolution No. 2025-51 duly adopted by the city council of said city at a meeting held on the $10^{TH}$ day of December, 2025, and that the same remains on file in my office.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Maxwell, Iowa, this 10 <sup>th</sup> day of December, 2025.
City Clerk Wendy Crabtree



#### **RE: MIPA Presentation on 8.13**

From Andrew Collings <a collings@midiowaplanning.org>
Date Fri 10/31/2025 11:30 AM

To Wendy Crabtree <cityclerk@maxwell.iowa.gov>

Hi Wendy – Just following up on your email. I had forwarded you an email on the  $10^{th}$  that had a list of grants that would be applied for to support the comprehensive plan development. Let me know if you didn't receive that.

I wanted to clarify that if MIPA were selected to complete the comprehensive plan we would write grants on behalf of the City to those funding sources. ITC and IADG's Ripple Effect are grants that we have assisted with before. JEDCO references Jasper County Development Corporation which gave funding to the City of Baxter. Our plan would be to apply for Story County Community Foundation funding in lieu of JEDCO funds.

Links for grants are here:

ITC - <a href="https://iowardc.org/itc-midwest-irdc-launch-new-grant-program/">https://iowardc.org/itc-midwest-irdc-launch-new-grant-program/</a>
IADG - <a href="https://rippleeffectiowa.com/">https://rippleeffectiowa.com/</a>
Story County Community Foundation - <a href="https://storycountyfoundation.org/">https://storycountyfoundation.org/</a>

Let me know if you have any questions. We're all pretty excited at the possibility of working with you and the City on this comprehensive plan and helping with longer-term priorities of the community. We're also flexible on timing to accommodate funding sources and other opportunities/needs of the community.

Thank you!

**Andrew** 

### **Andrew Collings**

**Executive Director, AICP** 

Mid-lowa Planning Alliance for Community Development

515.304.3524

acollings@midiowaplanning.org

www.midiowaplanning.org

939 Office Park Road, Suite 306

West Des Moines, Iowa 50265

From: Wendy Crabtree <cityclerk@maxwell.iowa.gov>

Sent: Thursday, October 9, 2025 4:43 PM



939 Office Park Road, · Suite 306 West Des Moines, IA 50265 · 515-304-3524 www.Midiowaplanning.org

## Comprehensive Planning Proposal for the City of Maxwell

#### Statement of Work and Agreement

THIS AGREEMENT, entered into this \_\_\_\_day of \_\_\_\_\_ 2025, by and between the Mid-Iowa Planning Alliance for Community Development, hereinafter referred to as the "MIPA" and the City of Maxwell, Iowa, hereinafter referred to as "City", stipulate:

#### WITNESSETH:

WHEREAS, Iowa Code §414.3 states that a "(zoning ordinance) shall be made in accordance with a comprehensive plan..." and said comprehensive plan will be made with consideration of the smart planning principles identified in Iowa Code §18B.1; and,

WHEREAS, the City does not have a comprehensive plan that accurately reflects the current conditions of the community, nor does it address the challenges that the City faces; and,

WHEREAS, MIPA is a leading planning organization in the central Iowa region and has the capability and the experience of working collaboratively to implement strategies and projects at the regional and local levels;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Parties herein hereby agree as follows:

The City will pay MIPA a lump sum amount of \$23,000 to complete the following activities for the comprehensive plan hereinafter referred to as the "Project":

Comprehensive Plan: The planning process will consist of multiple public input sessions and an intensive data gathering effort, with the end result being a completed comprehensive plan. The comprehensive plan shall be made with consideration of the smart planning principles identified in Iowa Code §18B.1 and information specified in §18B.2, subsection 2, as stated in Iowa Code 414.3 subsection 3.

- a. Basic Services: The MIPA will:
  - Be responsible for the professional quality and technical accuracy of the project as well as coordination with other plans, studies, reports, and other pertinent information.
  - ii. Coordinate services with the City and other entities and organizations as deemed applicable, including stakeholders located outside the City.
  - iii. Provide all meeting materials, secure needed accommodations, and provide legal and other postings as needed or required by law.

#### b. Content:

- i. The following will be covered topics in the comprehensive plan, but additional topics may be included as necessary:
  - 1. Public participation City of Maxwell development stakeholders

1



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with assistance from MIPA will conduct an extensive public input process that will include the following types of input:

- a. Kickoff Meeting
- b. Information gathering at community events
- c. Community Survey
- d. Small Group Discussion
- e. Staff Review, and
- f. Others as deemed necessary.
- 2. Community Demographics
- 3. Issues and Opportunities analysis
- 4. Land Use
- 5. Housing
- 6. Public Infrastructure and Utilities
- 7. Transportation
- 8. Economic Development
- 9. Community Character
- 10. Agricultural and Natural Resources
- 11. Community Facilities
- 12. Hazards
- 13. Intergovernmental Collaboration, and
- 14. Implementation
- ii. The comprehensive plan will also include a cover, acknowledgements page, table of contents, and chapters and appendices as necessary.
- c. <u>Deliverables</u>: The following will be provided by MIPA:
  - i. MIPA will provide to the City five (5) hard copies and one (1) copy in electronic format of a draft of the comprehensive plan.
  - MIPA will present to and work with the Planning and Zoning Commission and other City officials as necessary to review and update the draft to suit the City's needs.
  - iii. Based on all information and recommendations received in response to the initial draft, MIPA will provide the City with five (5) hard copies and one (1) copy in electronic format of a revised final version of the completed comprehensive plan. MIPA will present the final plan to the Planning and Zoning Commission and to the City Council.
  - iv. Maps may be created as static maps, online maps, or both depending on the preference of the City. Maps hosted online by MIPA will be subject to a fee commensurate with the cost charged by ESRI, the GIS company that MIPA uses. Maps can be transferred to the City for hosting as well. Online maps hosted by MIPA during the term of the project are included in the price of the project.
- d. <u>Meetings</u>: MIPA shall, at the City's direction, attend official City meetings and present information relating to the comprehensive plan for review, consideration, and approval.



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#### Content Breakdown

#### 1. Public Input Plan

Public participation will be a large factor of the comprehensive plan. Feedback will not only be collected from City of Maxwell staff, but volunteers on the various City boards, and commissions. Along with public input collected from various community events, listening sessions set up at the library, and other small group sessions collecting from the various demographic groups that make up the residents of the City of Maxwell.

MIPA staff will use all the identified tools above for public engagement as a roadmap for the City's future, encompassing various critical aspects from the data collected, and compiled in the comprehensive plan. To ensure inclusivity and gather diverse perspectives, extensive public participation is at the forefront. This will involve a kickoff meeting, community surveys, and small group discussions, facilitated by MIPA.

- <u>Kickoff Meeting</u> An initial kickoff meeting will be held in the Winter/Spring, where many community stakeholders will be gathered to hear about the upcoming comprehensive plan creation process and provide initial feedback on community priorities.
- <u>Community Information Gathering</u> MIPA staff will attend at least one community event to solicit community priorities and gather comments from stakeholders.
- <u>Community Survey</u> All of the information gathered at the kickoff meeting and community
  events will be used to craft a survey that will be distributed online and in paper format to
  residents in the City.
- <u>Small Group Discussion</u> Small group discussions will be held on the various plan components (housing, economic development, etc.) to do a more concentrated review and discussion on the results of the community survey and previous public input efforts.

#### 2. <u>Community Demographics (Plan Chapter)</u>

MIPA will utilize the most recent Census and American Community Survey information available from the Census Bureau to review the demographics of the City of Maxwell. A population pyramid and population projection will be conducted to determine the future needs for the City of Maxwell such as housing, jobs, and land use.

The City of Maxwell will be compared to similar cities in Iowa as well as the State as a whole to provide context for City of Maxwell's potential needs and challenges. Additional demographic information will be brought in as needed, including anything that has already been compiled for other plans and reports.

#### 3. <u>Issues and Opportunities (Section within Plan Chapters)</u>

Each individual chapter of the plan will have its own Issues and Opportunities section specific to that chapter's topic (e.g. housing, economic development, etc.). The items identified in these sections will come from MIPA staff, City officials, and the public input that has been collected.



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#### 4. <u>Land Use (Plan Chapter)</u>

The heart of the comprehensive plan, the land use chapter will utilize all the analysis from the rest of the plan to provide an existing land use map and a future land use map. The future land use map will be the basis from which future planning and zoning decisions are made and will be flexible enough to be modified should future conditions or the will of the City change. The proposed future land use map will ensure adequate housing options, space for future economic development and growth, and balance the needs of agriculture and natural areas.

#### 5. Housing (Plan Chapter)

A housing analysis will be conducted using a variety of sources on the condition of housing and current and future housing needs. The type of housing stock, a breakdown of homeowner and rental properties, and a comparison to other similar communities will be included.

Public input will incorporate housing and other development types to determine what is desired by the people. Buildable lot information and past development information will be gathered to determine previous success.

#### 6. Public Infrastructure and Utilities (Plan Chapter)

As part of the future land use analysis, available public infrastructure and utilities information will be collected and analyzed to ensure feasibility of future development. Much of the information collected will be dependent on availability from the various utilities within the City and information from City officials. Review and analysis will be conducted to determine general needs for potential development locations.

#### 7. <u>Transportation (Plan Chapter)</u>

An extensive review of City of Maxwell's surface transportation networks will be conducted. MIPA staff will collect Average Annual Daily Traffic (AADT) information and secure AADT forecasts that are available through the Iowa DOT's statewide model to determine if existing transportation infrastructure is sufficient to accommodate future growth.

A comprehensive review of future roadway and street maintenance needs will be conducted for paved transportation corridors by utilizing the Pavement Condition Index (PCI) information collected by InTRANS at Iowa State on behalf of the Iowa DOT and CIRTPA every two years. A pavement management software will be used to forecast future needs to determine future spending needs for the City.

Previous transportation plans and reports reviewed, and findings will be incorporated in the analysis and final recommendations. A review will be conducted of the potential need for new roadways or streets as it relates to growth within the City.

#### 8. <u>Economic Development (Plan Chapter)</u>

An extensive industry analysis will be conducted to ensure that future land use needs are met. Specific information such as jobs, economic output, retail sales, and workforce needs will be reviewed. City of Maxwell will be compared to other Iowa cities and the State to identify strengths and challenges for future economic growth.



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Longitudinal Employer-Household Dynamics (LEHD) data will be used to determine workforce commuting patterns and catchment to identify potential land use needs within the City. Depending on what the goals of the comprehensive plan are, locations for future economic development will be identified.

#### 9. <u>Community Character (Plan Chapter)</u>

Throughout the course of public input and involvement, the specific characteristics of what makes the City of Maxwell unique will be identified. Information from this chapter will inform other plan chapters to ensure that the various recommendations are rooted in preserving what makes the City of Maxwell unique.

#### 10. Agriculture and Natural Resources (Plan Chapter)

Given Maxwell's rural character, this plan will assess the surrounding agricultural and natural resources. Staff will analyze how these assets influence Maxwell's growth in various ways. The findings will inform the future land use map and outline actionable steps to manage these areas effectively. By studying successful approaches from other parts of the state that have reconciled growth with resource protection, we will develop tailored strategies to meet Maxwell's specific needs.

#### 11. <u>Community Facilities (Plan Chapter)</u>

Although the City of Maxwell is primarily rural in nature, its residents should be able to enjoy sufficient access to needed resources. This includes police and fire protection, health care, ambulance service, recreational opportunities, and other shared City resources. An analysis will be conducted to determine adequate coverage of vital services and access to other amenities.

#### 12. <u>Hazards (Plan Chapter)</u>

Hazards are often combined with another chapter of the plan because there is already a wealth of resources and planning that has gone into identifying and mitigating hazards. The comprehensive plan will look to the County's Hazard Mitigation Plan and other relevant information available. Such information will be incorporated into the future land use map and guide suggested future land use classifications. Highly rated projects within the Hazard Mitigation Plan would be included in relevant sections (areas prone to flooding can impact housing and transportation networks).

#### 13. <u>Intergovernmental Collaboration (Section within Plan Chapters)</u>

Although the comprehensive plan is geared towards the City, the City of Maxwell encompasses every resident and visitor regardless of whether they are urban or rural. Often communities in a region must work together on a variety of issues and projects. Each level of government occupies a specific place within the lives of City of Maxwell residents.

To that end, each chapter within the comprehensive plan will review what collaborative needs or requirements are present to ensure that chapter's successful implementation (i.e. housing development, more jobs, etc.). Intergovernmental Collaboration will be a lens through which the plan's recommendations are made.



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#### 14. <u>Implementation (Section within Plan Chapters)</u>

The implementation part of any plan determines the success or failure of the planning effort. Therefore, it is vital that the goals, objectives, and strategies that are identified are concise, attainable, and will serve as a guide for land use development for current and future City officials and staff. Each chapter of the comprehensive plan will identify objectives and strategies specific to that chapter's content and goals. Objectives and strategies will be assigned a priority, as well as an estimated completion timeframe.

#### **Consultant Staff**

MIPA will provide key staff people to complete the services, at the discretion of MIPA's Executive Director, hereinafter referred to as the "Director". The City recognizes that all employees are valued members of MIPA and may contribute to this Project at any given time.

#### Schedule of Services and Term

Services are be provided on the following schedule:

November 2025 – July 2026 – Public Input Process (Concurrent with Plan Development)

- Kickoff meeting to be held within the City November
- Attend public events to gather input—December—February (depending on the event)
- Disseminate community survey January April 2026
- Hold small group discussion meetings and incorporate feedback into the comprehensive plan –
   April 2026 July

#### <u>January 2026 – July 2026</u> – Plan Development (<u>Concurrent with Public Input Process</u>)

- Begin initial data collection and gathering of other relevant planning efforts January 2026 June
- Synthesize data and perform analysis on plan topics April 2026 August
- Develop plan chapters and incorporate the results of the public input process June July
   August 2026 City Review
  - Internal review by City staff and Planning and Zoning Commission November

#### September 2026 – Plan Public Comment and Review

Plan made available to the public for review and comment

<u>October - December 2026</u> – City of Maxwell Planning and Zoning Commission and City Council Review and Approval

- Review and approval by the City of Maxwell Planning and Zoning Commission October November
- Review and approval by the City Council December

#### **Payment for Services**

The City agrees to pay MIPA within 60 days of the billing date. Invoices will be submitted by MIPA to the City monthly and shall include a narrative progress description of work completed and an estimated percentage of the project that has been completed.



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If invoices remain unpaid 90 days after billing MIPA may upon five (5) days written notice to the City suspend performance of services under this Agreement. MIPA shall have no liability whatsoever to the City for any costs or damages resulting from such suspension. The City shall pay all costs of collection.

#### **Payment for Extra Services**

Services outside of the scope of this understanding will be paid by the City only upon certification that the claimed Extra Services were authorized in writing in advance by the City, that the price and expenses were agreed upon by the City, and that the Extra Services were satisfactorily completed.

#### Ownership of Data

After completion of the project or after termination of this agreement, MIPA will deliver to the City a complete set of planning records, including without limitation all documents generated by MIPA and copies of all documents exchanged with or copied to or from all other planning participants. All records will be the property of the City, whether or not those records were in MIPA's possession. All such documents and records will be deemed Public Records under Iowa Code Chapter 22. The City is deemed the custodian thereof and MIPA will cooperate with the City to make timely responses to requests for information.

#### **Termination**

If any party should desire to suspend or terminate the services of this Agreement, such suspension or termination may be accomplished by the giving of sixty days written notice to the other party. Payment shall be made to MIPA for services rendered by MIPA to the date of termination, plus expenses directly attributable to such termination which could not reasonably have been avoided and for which MIPA is not otherwise compensated, subject to any off-setting claims for the breach of this Agreement.

#### Indemnity

To the furthest extent permitted by law, the City shall defend, indemnity, and hold free and harmless the MIPA, its agents, representative, officers, consultants, employees, trustees, and volunteers from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including personal injury and/or death, directly or indirectly arising out of, connected with, or resulting from the performance of the Services of this Agreement unless a Claim is caused by the sole negligence or sole willful misconduct of the indemnified parties.

Mid-lowa Planning Alliance	City of Maxwell	
Signed:	Signed:	
By: Andrew Collings	By: Dale Higgins	
Title: Executive Director	Title: Mayor	

# Fall Semester 2026 CRP 432 Community Planning Studio

Day/Time: Monday 12:05-5:15 PM, Wednesday 12:05 - 5:15 PM

Location: College of Design, Room #362 DESIGN

Instructor: Julie Aberg Robison, M.S. Urban and Regional Planning

Email: jrobison@iastate.edu

Cell: 515-231-8457

Office Location: 126 Design

#### **COMMUNITY PLANNING STUDIO COURSE DESCRIPTION (6 CREDITS):**

Integration of planning methods and theory in dealing with a community planning problem. Analysis of problem and formulation of strategies for implementation. Preparation of a community planning report. <a href="https://catalog.iastate.edu/azcourses/c">https://catalog.iastate.edu/azcourses/c</a> r p/

#### PROJECT DESCRIPTION

Community Planning Studio course 432 proposes to work with The City of Maxwell, Iowa, for Fall Semester, 2026. Iowa State University students from the Urban Planning and Development department, along with instructor Julie Robison for Community Planning Studio course number 432, will produce an updated comprehensive land use plan.

Work activities and products related to this project will include the following:

- 1. Conduct a series of meetings and consultations with City of Maxwell to assess the state of the current comprehensive plan, goals for the future updated plan, and to receive advice. These meetings may be a combination of in-person and virtual. The City Clerk and Council Members may also engage in the studio classroom in Ames as their schedules permit. The first studio visit to Maxwell will be scheduled for the first week of classes in August in order to introduce the students to the community and to the City Council.
- Conduct a community survey: a comprehensive survey will be designed in order to gather preferences and interests from community members regarding their vision and values for the community and its future.
- Conduct two community meetings to gather community input on desired elements
  of and vision focus for the comprehensive plan. The first will be early in the
  semester and the second will be after mid-term to present initial results and gain
  feedback on proposals.
- 4. **Prepare a community profile** through research of demographic, economic, financial, regional, industrial, growth planning, infrastructure, housing and other trends and conditions for Maxwell.

1

- 5. **Develop alternative scenarios** for the City Council to consider based on consultations, community meetings, surveys and research, develop alternative scenario options for land uses in Maxwell and prepare print and digital maps.
- 6. Produce and present preliminary results and recommendations for City Council and community leadership consideration, prior to finalizing plan.
- 7. **Produce a comprehensive plan update** for the City of Maxwell that includes recommendations for key strategies and an implementation timeline.

Products expected: include eight copies of the final written report along with concept design plans, maps (hard copy and digital), and other products as determined.

Key Studio Ever	nts (Dates/times set in collaboration with City Officials)
August	Meet the Client: Visit to Maxwell for Community Visit and Consultation with City Council and City Clerk
September	Community Workshop #1 to learn about community members' preferences, vision and values for the future. Explore early ideas on land use and community goals.
October	Community Workshop #2 to present alternative mapping scenarios and early recommendations to gain additional feedback.
Mid- November	Present preliminary recommendations to City Council or City Council liaison. Ensure the project is headed in the right direction.
Mid-December	Final Presentation to City Council in Maxwell.
February	Report and map editing, final report delivered.

#### **EXPENSES**

Expenses range from approximately \$3500-\$6000 depending on level of mapping required, additional training requested for the P&Z Board, or for detailed ordinance review. Once the details of the request are determined, ISU will prepare a budget for actual costs for the City of Maxwell to review and approve in advance. Primary costs include transportation for the students to Maxwell, poster boards and refreshments for community meetings, GIS mapping, report editing, and report printing. ISU bills only for actual expenses and we are required to add a 3% administrative fee.



**PROPOSAL #: 14438** 

Prepared For:

City of Maxwell (Joel Westendorf)

Address:

107 Main St Maxwell, IA 50161

Security Advisor:

\*Tamashunas, Mike

Advisor Contact Info: mike@astrasecurity.com

VETERAN OWNED

\* \* \* \* \* \*

LOCALLY OPERATED



## **COMMERCIAL AND RESIDENTIAL**



515 257 6627



www.AstraSecurity.com



advisors@astrasecurity.com

1605 N Ankeny BLVD, Ankeny, IA 50023



Equipment & Materials (ACCESS CONTROL) Two-Door Controller Kit w/ Cabinet - Requires 120V Power	QTY 1.00	Rate \$1,499.00	Amount \$1,499.00
(ACCESS CONTROL) Two-Door Expansion Board	1.00	\$599.00	\$599.00
(ACCESS CONTROL) Recessed Mount Electric Door Strike	4.00	\$269.00	\$1,076.00
(ACCESS CONTROL) Face Plate for 5000 Strike - 6 7/8"	4.00	\$55.00	\$220.00
(ACCESS CONTROL) Access Card Reader w/ Pin Pad	2.00	\$445.00	\$890.00
(ACCESS CONTROL) Slim-Line Access Card Reader	2.00	\$325.00	\$650.00
ASTRA Pick Guard	4.00	\$50.00	\$200.00
(WIRE) Residential & Commercial Low Voltage *75ft of wire	12.00	\$39.50	\$474.00
(SECURITY) Hardwired Door Sensor - 3/4"	3.00	\$39.00	\$117.00
(ACCESS CONTROL) Dead Latch Paddle - Clear Anondized	3.00	\$130.00	\$390.00
Miscellaneous Items, Travel, & Discounts  Travel time, misc service items, & fuel  4.00		<b>Rate</b> \$55.00	Amount \$220.00

User

Note

**Modified Date** 

## Investment/Installation Costs



## **Up-Front Investment**

Equipment & Materials:	\$ 6,115.00
Design, Installation, & Programming:	\$ 4,234.50
Trip Charges/Misc. Items/Discounts:	\$ 220.00

**Standard Pay:** Minimum 35% deposit, invoice remaining total after successful/satisfactory installation. **FLEX Pay:** Split up-front cost over 6 monthly payments. No credit checks or interest, autopay required\*.

UP-FRONT TOTAL: \$ 10,569.50 MONTHLY TOTAL: \$ 52.50
Plus Sales Tax

## **Monthly Service Packages**

Description	Monthly Amount
(ACCESS CONTROL) Additional Door - Encryption, Health Checks, & History Logs	\$10.00
(ACCESS CONTROL) Additional Door - Encryption, Health Checks, & History Logs	\$10.00
(ACCESS CONTROL) Additional Door - Encryption, Health Checks, & History Logs	\$10.00
(ACCESS CONTROL) Access Control - Cloud-Hybrid System, Encryption, Health Checks, History Logs, Mobile App	\$22.50



Prepared For:

City of Maxwell (Joel Westendorf)

Address:

107 Main St Maxwell, IA 50161

Security Advisor:

\*Tamashunas, Mike

Advisor Contact Info: mike@astrasecurity.com

VETERAN OWNED

\* \* \* \* \* \*

LOCALLY OPERATED



## **COMMERCIAL AND RESIDENTIAL**



515 257 6627



www.AstraSecurity.com



advisors@astrasecurity.com

1605 N Ankeny BLVD, Ankeny, IA 50023



Equipment & Materials	QTY	Rate	Amount
(CAMERAS) 16 Ch. CSVR Commercial Video Recorder w/ Embedded Power	1.00	\$1,195.00	\$1,195.00
(CAMERAS) Storage Hard Drive, 6TB w/ 40,000+ Hour Life Expectancy (3.5" Drive)	1.00	\$259.00	\$259.00
(CAMERAS) Full HD (2MP) Mini Bullet - 50+ ft IR Night Vision, Two-Way Audio	2.00	\$335.00	\$670.00
(CAMERAS) 4K (8MP) Bullet - 100+ ft IR Night Vision, Variable Zoom Lens (Max 104* FOV) IP66	x 2.00	\$995.00	\$1,990.00
(CAMERAS) Round Weatherproof CBS Camera Mount	2.00	\$59.00	\$118.00
(CAMERAS) 22" Full HD Monitor for SVR or CSVR w/ HDMI Input	1.00	\$72.00	\$72.00
(WIRE) Residential & Commercial Low Voltage *75ft of wire	4.00	\$39.50	\$158.00
(CAMERAS) Surge Protector	1.00	\$45.00	\$45.00
Miscellaneous Items, Travel, & Discounts	TY	Rate	Amount
Travel time, misc service items, & fuel 2.	00	\$55.00	\$110.00

Note User Modified Date

## Investment/Installation Costs



### **Up-Front Investment**

Equipment & Materials:	\$ 4,507.00
Design, Installation, & Programming:	\$ 1,884.00
Trip Charges/Misc. Items/Discounts:	\$ 110.00

Standard Pay: Minimum 35% deposit, invoice remaining total after successful/satisfactory installation. FLEX Pay: Split up-front cost over 6 monthly payments. No credit checks or interest, autopay required\*.

UP-FRONT TOTAL: \$ 6,501.00 MONTHLY TOTAL: Plus Sales Tax

Plus Sales Tax

### **Monthly Service Packages**

Description

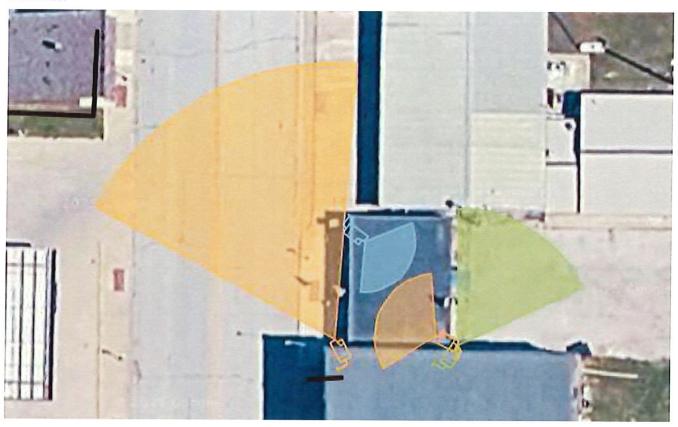
(CAMERAS) Commercial Video 4 - Up to 4 Total Cameras + SVR, Encryption, 5,000 Clip Cloud Storage, Daily Health Checks, Intelligent Notifications

**Monthly Amount** 

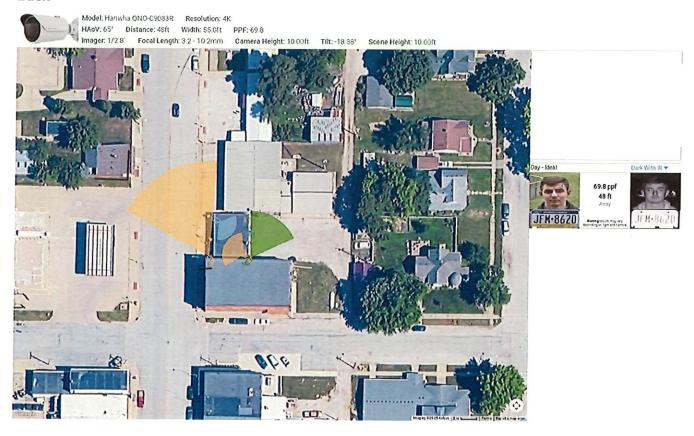
\$25.50

## IPVM Designer Calculation | November 6, 2025

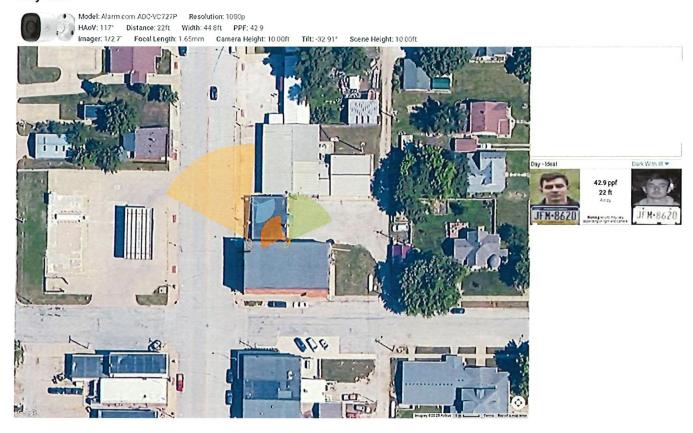
#### Overview



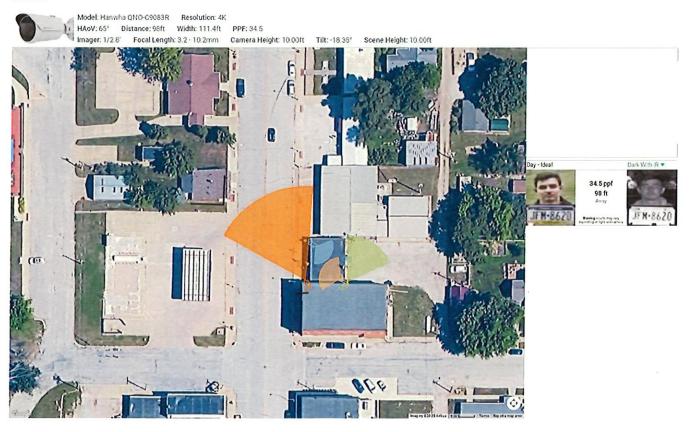
### Back



#### City Hall



#### **Front**



#### Library



This presentation is an output of the IPVM Designer / Calculator but is the work product of the individual who created it. IPVM does not guarantee nor warranty the work therein nor its implementation. Issues that may impact actual performance include but are not limited to lighting conditions, lens quality, and compression level.



November 4, 2025

Lease Plan/Type:

Hewlett Packard Enterprise Financial Services An HPE Company 200 Connell Drive Berkeley Heights, NJ, 07922

Hewlett Packard Enterprise Financial Services Company "HPEFS" is pleased to provide City of Maxwell with the following proposal for a possible lease/financing transaction with HPEFS subject to the terms of this letter.

ioi a possible lease/iiilai	noing dansaction with meers subject to the terms of this tetter.	
Lessor:	Hewlett Packard Enterprise Financial Services Company	
Lessee:	City of Maxwell	
Supplier/Vendor:		

Tax Exempt Installment Purchase Agreement

Lease Term/Term (in months): 60

Equipment: See attached equipment list

 Payment Structure:
 Option 1
 Cost/Cash Price
 Payment Factor
 Payment Amount

 City of Maxwell - Verkada 5 Year Quote #MC140743 v1
 \$28,068
 0.22410
 \$6,290.02

City of Maxwell - Verkada 10 YR Quote #MC141084 v1 \$33,705 0.22410 \$7,553.13

The Payment Factor(s) and Payment Amount(s) above are based on the Products, Product mix and Cost/Cash Price in the Products(s) and Payment Amount(s) above are based on the Products, Product mix and Cost/Cash Price in the Products(s) and Payment Amount(s) above are based on the Products, Product mix and Cost/Cash Price in the Products(s) above are based on the Products(s)

attached equipment list. These will be subject to change if quote changes.

Payment Frequency: Annual Total Number of Payments: 5

Quote Expiration: The pricing set forth in this proposal shall expire as of 1/31/2026

Net Lease: Lessee shall be responsible for any and all taxes, fees, maintenance, insurance, registration and other fees and charges relating to

the purchase, lease, ownership, possession and use of the Equipment.

End of Lease Term Options: The Proposed financing is a Tax Exempt Installment Payment Financing and assumes the City qualfies for tax exempt

financing under IRC section 103

**Documentation:** All documentation to be provided by HPEFS, and is subject to the parties' agreement on mutually acceptable terms and

conditions

Confidentiality: This letter is delivered to you with the understanding that neither this letter nor its substance shall be disclosed by Lessee

to any third party

Basis of Proposal: This letter is a proposal for discussion purposes only and does not represent either an offer or a

commitment of any kind on the part of HPEFS. It does not purport to be inclusive of all terms and conditions that will apply to a leasing transaction between us. Neither party to the proposed transaction shall be under any legal obligation whatsoever until, among other things, HPEFS has obtained all required internal approvals (including credit approvals) and both parties have agreed upon all essential terms of the proposed transaction and executed mutually acceptable definitive written documentation. This proposal can be modified or withdrawn by HPEFS at any time.

Either party may terminate discussions and negotiations regarding a possible transaction at any time, without cause and

without any liability whatsoever.

Expiration Date: If HPEFS does not receive this proposal letter executed by City of Maxwell, by the 15th of the prior month, same year, from

the above Rate Expriration date, this proposal letter shall expire and will no longer be effective unless extended by HPEFS.

HPEFS trusts you find the above proposal acceptable to your needs. If you have any questions concerning the proposal please contact me. In addition, please let me know if you would like us to present alternative terms and pricing that may better suit your needs.

Sincerely,

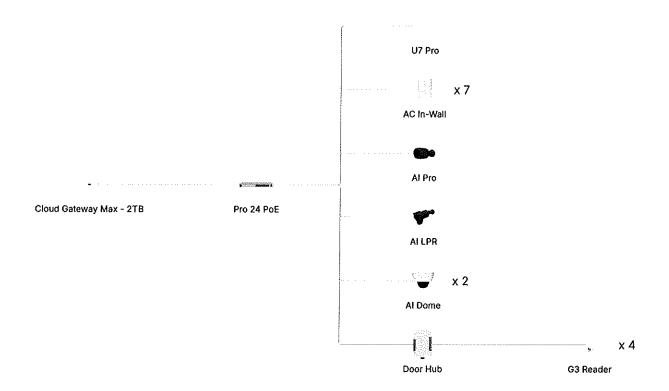
HEWLETT PACKARD ENTERPRISE FINANCIAL SERVICES COMPANY

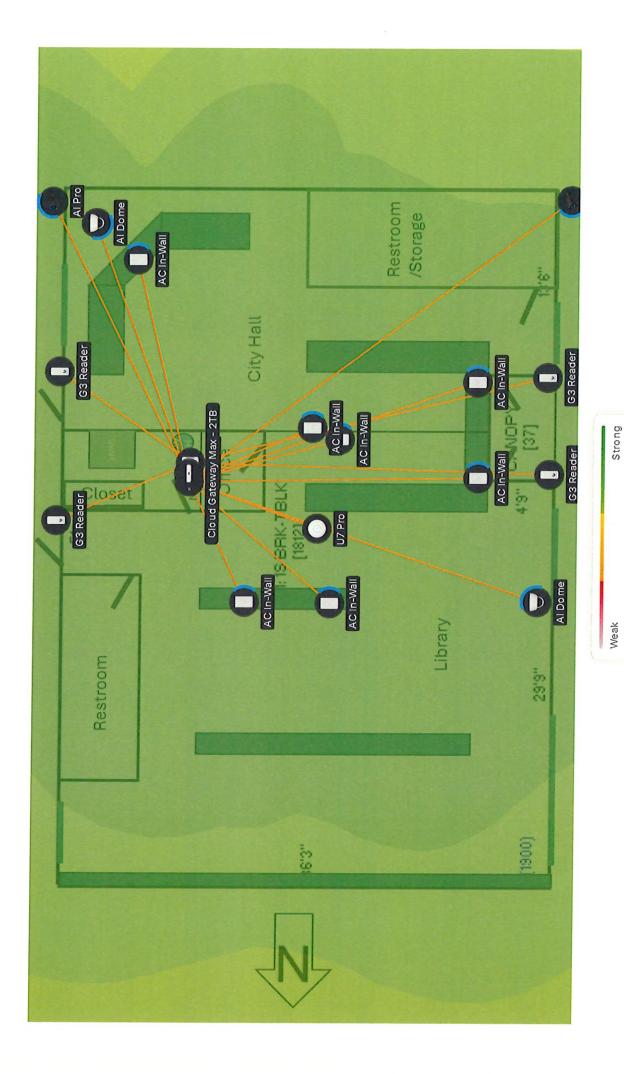
HPEFS FAM:	Tom Ackermann	Customer:	City of Maxwell
E-mail:	tom ackermann@hpe.com	Print Name:	
Phone:	224 512 4299	Signature:	

## Maxwell City Hall & Library

Joel Westendorf November 12, 2025

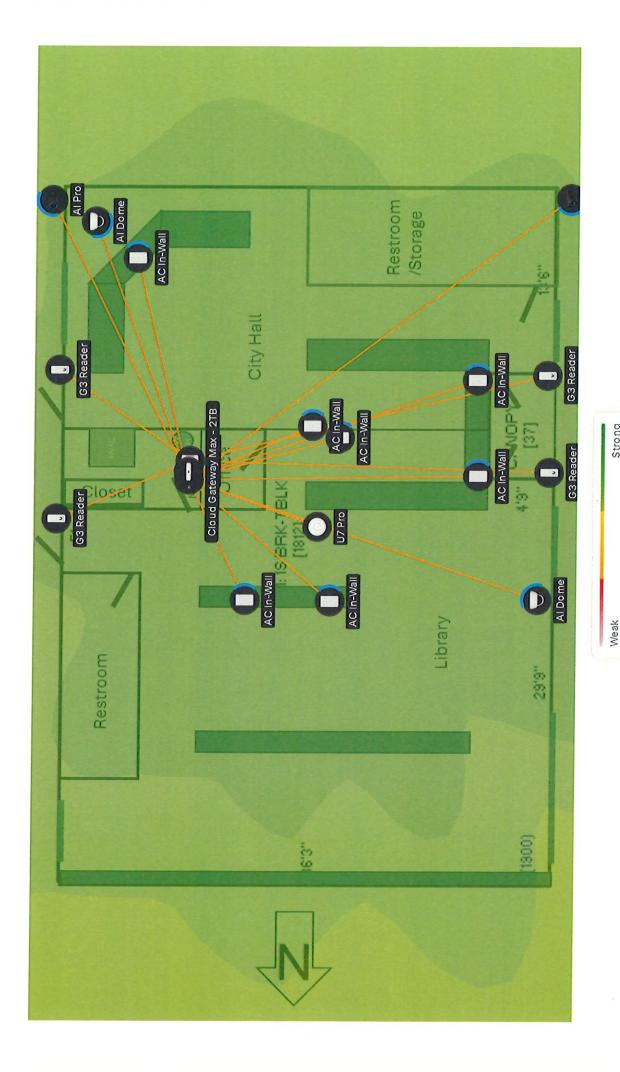
UniF	i Devices	Quantity
ц	Door Hub	1
4°C/Sanada	Pro 24 PoE	1
	Cloud Gateway Max - 2TB	1
	U7 Pro	1
<b>(D</b> 0	Al Pro	1
<b>.</b>	Al Dome	2
*	AILPR	1
ų	G3 Reader	4
	AC in-Wall	7
Cabil	ng Materials	Quantity
A.	UniFi Indoor Cable CMP	18



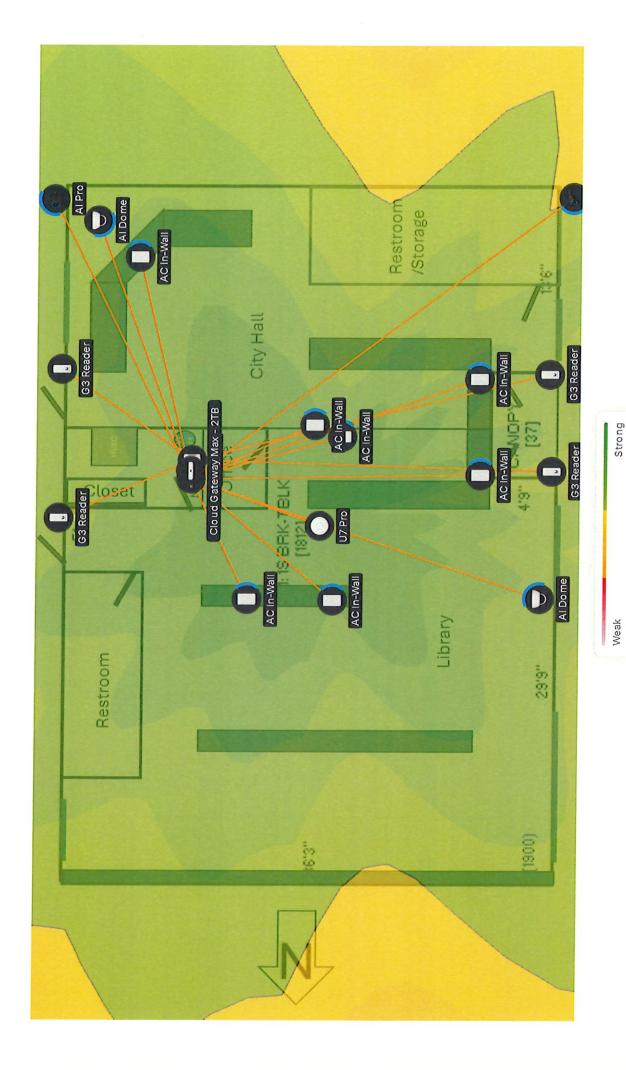


4

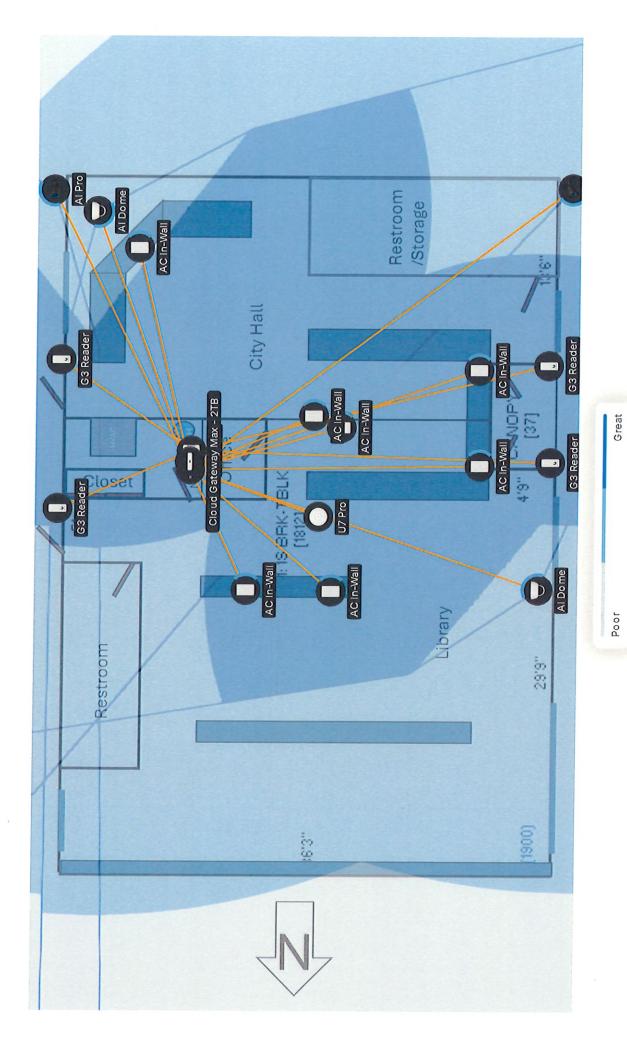
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Floor 1

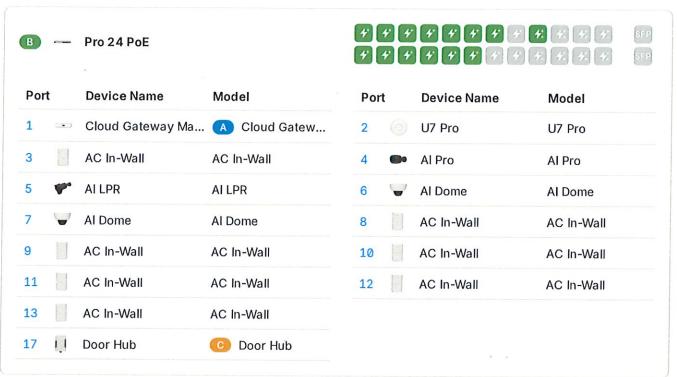


Floor 1



Floor 1





C	Ü	Door Hub					1: + + + +
Por	rt	Device Name	Model	Port	t	Device Name	Model
1	-	Pro 24 PoE	B Pro 24 PoE	2	•	G3 Reader	G3 Reader
3	U	G3 Reader	G3 Reader	4	·	G3 Reader	G3 Reader
5		G3 Reader	G3 Reader				

#### **RESOLUTION 25-46**

# A RESOLUTION ESTABLISHING POLICY FOR THE USE OF SECURITY CAMERAS ON CITY PROPERTY AND THE RELEASE OF RECORDED VIDEO

WHEREAS, the City of Maxwell, Iowa, is committed to enhancing the quality of life of the public and City of Maxwell employees by integrating the use of technology into its safety and security program. A key component is to utilize electronic security cameras and their recordings; and

WHEREAS, to maintain personal privacy in accordance with the City of Maxwell values and applicable laws, a policy is required to establish procedures and regulate the use of security cameras that observe public or common areas; and

WHEREAS, to maintain the effectiveness of security cameras that are designed to identify, prevent, or respond to potential attacks upon the population or systems, facilities, or installations, the destruction or contamination of which would constitute a clear and present danger to the health or safety of the community, the release of recorded video must be restricted as listed in the policy.

WHEREAS, capturing video, in the event an individual is the subject of harm or crime, that video provides information or evidence of what occurred and who is responsible, and thereby deters crimes or harmful conduct toward individuals.

WHEREAS, capturing video, in the case of lost, stolen or damaged property, that video provides information or evidence of what occurred and who is responsible, and thereby deters property crimes or violations.

NOW, THEREFORE, BE IT RESOLVED by the City Council in Maxwell, Iowa, that the policy regarding the use of security cameras on city property is approved at the December 10, 2025, City Council meeting and incorporated into the City of Maxwell policies and procedures.

YEAS:,			 
NAYS:,	, <u> </u>		 
	Dale	Higgins, Mayor	
ATTEST:			
Wendy Crabtree, City Clerk			

City of Maxwell - Security Video Surveillance System Policy

#### **PURPOSE AND SCOPE**

The City of Maxwell, lowa, is committed to protecting the property of the City and providing for the safety of the citizens while respecting the privacy rights of our staff and visitors. Cameras provide a visual deterrent to crime, assist with overall security measures, and increase the potential identification and apprehension of the person(s) who breach the City of Maxwell ordinances and/or commit criminal acts. The use of security cameras enhances law enforcement's capabilities when officers are not immediately available. Cameras are not a guarantee of safety; however, they do serve as deterrents and can alert law enforcement to potential danger. The primary use of surveillance cameras is to record images for future identification of individuals and activity in the event of violations of law.

This policy regulates the use of surveillance cameras to protect the legal and privacy interests of the City of Maxwell staff and the community. This policy applies to all City of Maxwell staff and organizations in the use of surveillance systems and devices for monitoring and/or recording activity.

This policy does not apply to the use of video for non-surveillance purposes, examples include:

The use of cameras for educational purposes.

- 1. Cameras used for research purposes are subject to appropriate Institutional Review Board policies regarding human subjects.
- 2. Cameras used for journalistic purposes.
- 3. Cameras used for capturing public events and performances.
- 4. Construction web cameras.
- Cameras installed or used for criminal investigations, which are subject to appropriate lowa and Federal Laws.
- 6. Webcams used for the purposes of communication between specific persons.

#### **POLICY STATEMENT**

The City of Maxwell, Iowa, reserves the right to place video surveillance cameras on city premises where necessary and appropriate. The City of Maxwell, Iowa, respects the right to privacy of staff and visitors and balances the right to privacy versus the safety needs of City Hall, Library, Fire Department, and Public Works.

1. Appropriate signage will be installed to provide notice of the cameras and enhance the crime prevention value of the camera.

#### **PROCEDURES**

- 1. Access and Use
  - a. Only authorized personnel, as determined by this policy and authorized by the Mayor, City Clerk, or their designees, will be involved in, or have access to, the surveillance camera data.
  - b. The use of dummy or placebo cameras is prohibited.
  - All surveillance data will be made available to the Story County Sheriff's Office, Iowa State Patrol, or the Department of Criminal Investigation upon their official request.

- d. When an incident is suspected to have occurred, only authorized personnel may review the images from surveillance camera data.
- e. Only the Mayor, City Clerk, or their designees may authorize copies of surveillance images.
- f. All requests to release surveillance records must be authorized by the Mayor or City Clerk. Any request for release of surveillance records or data shall be subject to the lowa Code as well as specifically to lowa Code Chapters 21 and 22 regarding the open meetings rules and open records requests. Any requests may be subject to a receipt of payment for expenses incurred in fulfilling the request. The estimated expenses will be conveyed to the requester prior to production under the lowa Code. Storage of any data from the use of the surveillance cameras will be limited based upon the capacity of the network, but at a minimum, data shall be stored for 14 days.
- g. In general, the City of Maxwell will not permit either the installation or use of cameras as a tool to monitor routine performances or management issues involving personnel or the use of personal "webcam" or similar technology for surveillance purposes.

  Employees of any department with a surveillance camera installed in their work areas shall be notified of such installation.
- h. The recording of audio for surveillance purposes is prohibited, and no audio is available.
- Video monitoring will be conducted only in areas where the public does not have a reasonable expectation of privacy.
- j. Cameras shall not be placed in areas where there is a reasonable expectation of privacy, such as toilet areas within restrooms.
- k. Cameras will not be positioned to identify a person's reading, viewing, or listening activities.
- Video surveillance cameras shall not be specifically directed or zoomed into windows of any residential building. Electronic shielding or other methods will be used to prevent cameras from looking into windows.
- m. Video surveillance implementations and policy expectations will be reviewed by the City Council on an annual basis.
- n. Tampering with or causing damage to City cameras is prohibited.

#### 2. Data and Access Log Storage

- a. Recorded camera images will be retained for at least 14 days.
- b. A log documenting access to and use of data stored in the city's centralized surveillance system will be maintained for a period of 12 months.

#### 3. Device Procurement, Installation, and Maintenance

- a. The installation of new surveillance cameras, their locations, and purpose must be approved in advance by the Mayor and City Council. A request for surveillance camera installation must be submitted and approved prior to the purchase of equipment.
- b. Surveillance cameras must connect to the city's centralized surveillance system, in accordance with city product, installation, maintenance, and support standards.
- c. All costs associated with the purchase, installation, and maintenance of the system will be the responsibility of the requesting department.

- d. All existing surveillance cameras must be connected to the city's centralized system by January 1, 2026, or risk removal of equipment. Requests for exemption should be submitted to and will be considered by the Mayor and City Council.
- e. All authorized cameras and systems will be inspected annually to ensure that they are in proper working conditions and meet policy guidelines.

#### **RESOLUTION 2025-48**

# A RESOLUTION ESTABLISING A SIDEWALK MAINTENANCE RESPONSIBILITY POLICY

WHEREAS, Section 136.04 of the City Code requires abutting property owners to repair, replace, or reconstruct defective sidewalks and keep them safe, except when damage is caused by the City, a utility, or other authorized right-of-way user, pursuant to lowa Code \$364.12(2)(c); and

WHEREAS, Section 151.03 of the City Code requires abutting property owners to trim trees so branches are at least fifteen (15) feet above streets and eight (8) feet above sidewalks, with enforcement and cost recovery under Iowa Code §364.12(2)(c)-(e); and

WHEREAS, the City Council finds it necessary to clarify "abutting property" and establish a consistent policy for sidewalk and tree maintenance to ensure safety, accessibility, and compliance with law;

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

- 1. **Definition.** "Abutting property" means parcels sharing a boundary with the public right-of-way, including the front property line and, for corner lots, the side property line.
  - 2. **Sidewalks.** Owners are responsible for sidewalks adjacent to their abutting property as defined above.
- 3. **Trees.** Owners are responsible for trimming trees adjacent to their abutting property to maintain required clearances.
- 4. **Enforcement.** Noncompliance is subject to enforcement and cost recovery under City Code and Iowa law.

	Dolo Hissing In Mann
	Dale Higgins Jr. Mayor
TEOT	
TEST:	

MAXWELL CODIFICATION PROJECT QUESTION SET NO. 2 (Chapters 40 to 57) NOVEMBER 12, 2025

As I review the City's current code and adopted ordinances, I am providing a list of questions and topics that I want to get verification or clarification on from the City. Some of these questions may require consultation with your City Attorney. I am not an attorney and cannot provide legal advice.

The items listed here do NOT include changes that will be made as a result of changes in the Code of Iowa, unless they require input, clarification, or direction from the City, those changes will be identified in the draft.

Please review the questions provided in this document and then respond with answers and verifications as needed. If you have any questions, please let me know.

### **QUESTION No. 1**

#### False Fire Alarms

**SECTION 41.16** 

I would like to recommend that we move this section into its own chapter and have it follow the Fire Department Chapter in the book. Is the City ok with this recommendation?

#### **CITY RESPONSE:**

#### **QUESTION No. 2**

#### **False Fire Alarms**

**SECTION 41.16(8)** 

The two paragraphs in this subsection appear to pertain to the same thing but conflict with each other. Is that the correct interpretation? If yes, which one is correct?

#### **CITY RESPONSE:**

#### **QUESTION No. 3**

#### **Shelter House Rules**

**SECTION 47.060(3)** 

The language in this section refers to a "Park Committee of the Council," does the Council have assigned committees? If yes, we should add those to the Code and identify who appoints the Council members to the individual committees.

Who appoints members to the committees? What are the names of the committees?

#### CITY RESPONSE:

#### **QUESTION No. 4**

#### **Shelter House Rules**

**SECTION 47.06(3)** 

Is the deposit for the shelter house still \$50.00?

#### **CITY RESPONSE:**

#### **QUESTION No. 5**

#### Grass, Weeds, and Brush

**SECTION 50.02(9)** 

Does the current language work ok for the City? It seems like maybe there should be more depth to this language especially in the requirements for a permit as to how those get approved and who approves them. Is there a process for appealing a decision made regarding the permit?

#### **CITY RESPONSE:**

### **QUESTION No. 6**

### Accumulation of Junk (Nuisances)

**SECTION 50.02(13)** 

This language is repetitive of Chapter 51 and is not needed. Chapter 51 is defined as a nuisance in Section 50.03. I am recommending that we remove this duplicative language.

#### **CITY RESPONSE:**

#### **QUESTION No. 7**

#### ANIMAL IMPOUNDING

**SECTION 55.13** 

The City appears to have their own impound facility where they keep an animal for two days before transferring the animal to the Story County Facility. What are the fees for the impounding of an animal at the local facility? Does the City want to set these fees by ordinance or resolution?

### CITY RESPONSE:

This concludes Question Set No. 2.



## Maxwell Codification | Weeds and Tall Grasses Samples

From Justin Yarosevich <justin@sc-ic.com>

Date Wed 11/12/2025 1:28 PM

To City of Maxwell - Mayor <cityclerk@maxwell.iowa.gov>

3 attachments (61 KB)

Grass and Weeds Mowing Sample Chapter No 1.docx; Weeds and Grass Sample Chapter.docx; Weeds - Prairie type yard.docx;

#### Wendy -

As I am working on these next few chapters, I do have some questions and suggestions on the City's language regarding Grass, Weeds, and Brush as nuisances. This is a common topic, and my questions relate to how the current language is working for the City. Typically, this topic is better covered and more robust that it fits well into its own chapter.

I have attached a few samples here of weed and tall grass chapters for the City to look at and markup. I would like to recommend that we look at removing current Section 50.02(9) and instead utilize a specific chapter on the topic similar to one of the attached or a combination of various sections from the attached samples.

More to come but this is a bit more so I wanted to send it separately.

# Justin

**Justin Yarosevich** 

Simmering-Cory | Iowa Codification justin@sc-ic.com | 712-299-2256 | sc-ic.com

Mailing Address: P.O. Box 244, Storm Lake, Iowa 50588

### **CHAPTER 52**

# **WEEDS AND GRASS**

52.01 Purpose

52.05 Noxious Weeds

52.02 Definitions

52.06 Notice to Abate

52.03 Cutting Specifications and Standards of Practice

52.07 Fees

52.04 Uniform Height Specifications

**52.01 PURPOSE** The purpose of this chapter is to beautify and preserve the appearance of the City by requiring property owners and occupants to maintain grass lawns at a uniform height within the boundaries of their property and on abutting street right-of-way in order to prevent unsightly, offensive, or nuisance conditions.

#### **52.02 DEFINITIONS.** For use in this chapter, the following terms are defined:

- 1. "Curb," "curb line," or "curbing" means the outer boundaries of a street at the edge of that portion of the street usually traveled by vehicular traffic.
- 2. "Cut" or "mow" means to mechanically maintain the growth of grass, weeds, or brush at a uniform height.
- 3. "Owner" means a person owning private property in the City and any person occupying private property in the City.
- 4. "Parking" means that part of a street in the City not covered by a sidewalk and lying between the lot line or property line and the curb line; or on unpaved streets, that part of the street lying between the lot line or property line and that portion of the street usually traveled by vehicular traffic.

### 52.03 CUTTING SPECIFICATIONS AND STANDARDS OF PRACTICE.

- 1. Every owner shall cut, mow, and maintain all grass, weeds, and brush upon the owner's property and adjacent to the curb line or outer boundary of any street, which includes the parking area abutting the owner's property, to a uniform height as defined in Section 52.04.
- 2. Every owner shall cut, mow, and maintain grass, weeds, and brush adjacent to the curb line, including the parking area abutting the owner's property, in such a manner so as to be in conformity with and at an even height with all other grass, weeds, or brush growing on the remainder of the owner's property.
- **52.04** UNIFORM HEIGHT SPECIFICATIONS. Grass, weeds, or brush shall be cut, mowed, and maintained so as not to exceed the following height specifications:
  - 1. Developed Residential Areas not to exceed six inches.
  - 2. Undeveloped Residential Areas not to exceed eight inches.
  - 3. Business and Industrial Areas not to exceed six inches.
  - 4. Agriculture Areas not to exceed 15 inches.

Grass, weeds, and brush which are allowed to grow in excess of the above specified limitations are deemed to be violations of this chapter.

#### 52.05 NOXIOUS WEEDS.

- 1. Every owner shall cut and control noxious weeds upon the owner's property and adjacent to the curb line or outer boundary of any street, which includes the parking area abutting the owner's property, by cutting noxious weeds to ground level or use of herbicides to eliminate or eradicate such weeds.
- 2. Noxious weeds include any weed growth or plant designated as noxious by the State Department of Natural Resources rules and regulations or by the *Code of Iowa*.
- **52.06 NOTICE TO ABATE.** Upon discovery of any violations of this chapter, the City may within five days initiate abatement procedures as outlined in Chapter 50 of this Code of Ordinances.

#### 52.07 FEES.

1. The City is authorized to charge fees to a property owner for the abatement of grass, weeds, and brush. The fees for cutting grass, weeds, or brush by the City as a result of abatement proceedings under this chapter and Chapter 50 shall be as follows:

#### For Occupied Properties:

For Abating, Grass, Weeds, and Brush	Base Fee	Additional Charges	
First time in one calendar year	\$100.00		
Second time in one calendar year	\$150.00	Time incurred mowing measured	
Third and subsequent time in one calendar year	\$250.00	in tenths of an hour x mowing rate	

#### For Unoccupied Properties:

For Abating, Grass, Weeds, and Brush	Base Fee	Additional Charges	
First time in one calendar year	\$200.00		
Second time in one calendar year	\$300.00	Time incurred mowing measured in tenths of an hour x mowing rate	
Third and subsequent time in one calendar	0500.00		
year	\$500.00		

Mowing rate to be determined by using Iowa State University Extension Form FM1698 Custom Rate Survey, Mowing Lawns/Hr. average rate.

2. Fees imposed under this section shall be collected by the City in the manner provided for in Subsection 50.06(6) of this Code of Ordinances. This section shall not be the exclusive remedy for the City and shall not prohibit the City from pursuing alternative methods of enforcement of any violation of this Code of Ordinances or seeking any civil or criminal penalties allowed under this Code of Ordinances or Iowa law. The City may use said alternative methods and penalties in lieu of or in addition to the imposition of the fees set forth in this section.

#### From Lake Park - Jan 2015

A. Weeds, Brush, Grass. Large portions of developed commercial tracts not immediately adjacent to the building site, undeveloped commercial tracts, non-plotted residential, agricultural property (all in excess of 1 acre), and road ditches may be planted to brome, prairie, or other conservation reserve program style grasses and be allowed to exceed the ten (10) inch height requirement. If the owner(s) of these properties choose to plant blue/fescue/turf grass, in no case shall this provision be construed to allow unkempt turf grass in excess of ten (10) inches. If a property owner chooses to go with prairie grass (tall grass, non-weed), a plan, which shall include the location and the maintenance of the grass, must be submitted to the City for approval. In all cases, regardless of height, any and all property within the City limits shall be kept free of noxious weeds and brush.

(Code of Iowa, Sec. 657.2[12])

Prepared By:

Local Government Professional Services, Inc.

**DBA Iowa Codification** 

(641) 355-4072

#### **CHAPTER 52**

# **GRASS AND WEEDS**

52.01 Purpose

52.02 Definitions

52.03 Cutting Specifications and Standards of Practice

52.04 Uniform Height Specifications

52.05 Noxious Weeds

52.06 Abatement Notice and Procedure

52.07 Mowing in the Street

52.08 Procedures and Requirements

52.09 Application for Exception Permit

52.10 Procedures

52.11 Standards

**52.01 PURPOSE.** The purpose of this chapter is to beautify and preserve the appearance of the City by requiring property owners and occupants to maintain grass lawns at a uniform height within the boundaries of their property and on abutting street right-of-way in order to prevent unsightly, offensive, or nuisance conditions.

# **52.02 DEFINITIONS.** For use in this chapter, the following terms are defined:

- 1. "Curb," "curb line" or "curbing" means the outer boundaries of a street at the edge of that portion of the street usually traveled by vehicular traffic.
- 2. "Cut" or "mow" means to mechanically maintain the growth of grass, weeds or brush at a uniform height.
- 3. "Owner" means a person owning private property in the City and any person occupying private property in the City.
- 4. "Parking" means that part of a street, avenue, or highway in the City not covered by a sidewalk and lying between the lot line or property line and the curb line or, on unpaved streets, that part of the street lying between the lot line or property line and that portion of the street usually traveled by vehicular traffic.

#### 52.03 CUTTING SPECIFICATIONS AND STANDARDS OF PRACTICE.

- 1. Every owner shall cut, mow, and maintain all grass, weeds, and brush upon the owner's property and adjacent to the curb line or outer boundary of any street, which shall include the parking area abutting the owner's property, to a uniform height as defined in Section 52.04.
- 2. Every owner shall cut, mow, and maintain grass, weeds, and brush adjacent to the curb line, including the parking area abutting the owner's property, in such a manner so as to be in conformity with and at an even height with all other grass, weeds or brush growing on the remainder of the owner's property.
- 52.04 UNIFORM HEIGHT SPECIFICATIONS. Grass, weeds, and brush shall be cut, mowed, and maintained so as not to exceed the following height specifications:
  - 1. Developed residential, business, and industrial areas not to exceed eight inches (8").
  - 2. Infill residential lots not to exceed eight inches (8").

Page 1 of 4

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- 3. Undeveloped residential areas not to exceed ten inches (10").
- 4. Agriculture Areas not to exceed fifteen inches (15").

#### 52.05 NOXIOUS WEEDS.

- 1. Every property owner shall cut and control noxious weeds upon the owner's property and adjacent to the curb line or outer boundary of any street, which shall include the parking area abutting the owner's property, by cutting noxious weeds to ground level. The use of herbicides to eliminate or eradicate such weeds shall not appropriately abate the nuisance if the subject vegetation is in violation of the height limit.
- 2. Noxious weeds include any weed growth or plant designated as noxious by the State Department of Natural Resources rules and regulations or by the *Code of Iowa*.
- **52.06 ABATEMENT NOTICE AND PROCEDURE.** Annual publication of Chapter 52 of this Code in an official newspaper shall serve as notice to property owners.
  - 1. Upon discovery of the first violation of this chapter per subdivided lot within a mowing year, a notice shall be posted upon the property and shall include the following information:
    - A. A description of what constitutes the nuisance;
    - B. The location of the nuisance;
    - C. Act(s) necessary to abate the nuisance;
    - D. A reasonable time within which to complete the abatement, not to exceed five (5) calendar days; and
    - E. A statement that if the nuisance or condition is not abated as directed and within the time prescribed, the City will abate it and assess the costs against the property owner.
  - 2. After the reasonable time period for the initial violation has passed, the City shall abate the nuisance without further notice.
  - 3. Subsequent violations per subdivided lot in a mowing year shall not require notice prior to the City's abatement of the nuisance.
  - 4. The City may abate the nuisance itself or by hiring an independent contractor. Independent contractors shall be paid upon their completion and submission of an invoice, regardless of whether the cost has been received from the property owner. If the City itself abates the nuisance, the property owner shall be charged \$125 per subdivided lot for the first abatement, and \$225 per subdivided lot for subsequent abatements in the same mowing year. If the City uses an independent contractor, the property owner shall be charged incurred costs plus a \$75 administrative fee for the first abatement in a mowing year, and incurred costs plus a \$125 administrative fee for subsequent violations.
  - 5. Collection of Costs. The Clerk shall send a statement of the total expense incurred by certified mail to the property owner who has failed to abide by the notice to abate, and if the amount shown by the statement has not been paid within one month, the Clerk shall certify the costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes. Revenues, other than independent contractor costs, shall be deposited 50% in a

Page 2 of 4

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Local Government Professional Services, Inc. DBA Iowa Codification

(641) 355-4072

revenue account for the Police Department, and 50% to a revenue account for the Parks Department.

- 6. The Mayor or his/her designee(s) shall be responsible for the enforcement of this chapter. Additionally, all sworn officers in the Police Department are authorized to post notices and submit abatement work orders to the Director of Public Works, who shall direct his department or an independent contractor to abate the nuisance within four (4) calendar days of the discovery of the violation, or for initial violations within 4 (four) calendar days of the expiration of the reasonable period of time as posted.
- 7. Insurance for Independent Contractors. Any independent contractor shall carry general liability and commercial auto insurance with per occurrence limits of not less than \$1,000,000. The general liability policy shall endorse the City of \_\_\_\_\_ as additional insured including a non-waiver of governmental immunity form. Such independent contractor(s) shall agree to indemnify and hold harmless the City of \_\_\_\_\_ n and its employees for any and all damages and claims related to its services rendered to the City of \_\_\_\_\_ to the extent allowed by the Code of Iowa. The independent contractor(s) shall furnish current certificates of insurance showing these requirements at least annually.
- **52.07 MOWING IN THE STREET.** No property owner shall cut, mow, or deposit in any fashion any grass, weeds, brush, or leaves upon a City street. Property owners found to be in violation of this section shall be fined \$30 for the first occurrence in a mowing year, and \$60 for subsequent violations.
- **52.08 PROCEDURES AND REQUIREMENTS.** Allowable exceptions may be permitted to the uniform height specifications of this chapter in accordance with the rules and procedures as adopted by the Council for the establishment and maintenance of a native grass area. The Council may grant or deny an exception in accordance with the standards set forth herein and within the intent and purpose of this chapter. In granting an exception, the Council may prescribe and impose appropriate conditions, safeguards, and a specific time for the performance for which the exception will be permitted.
- 52.09 APPLICATION FOR EXCEPTION PERMIT. An application for an exception permit may be initiated by a property owner or the property owner's authorized agent by filing an application with the City Clerk upon the forms prescribed for this purpose. The application shall be accompanied by a site plan and such other plans and data showing the dimensions, descriptive data, seed content, and other materials constituting a record essential to and understanding of the proposed use of the area in question. The application shall also be accompanied by a fee as determined by resolution of the City Council.
- **52.10 PROCEDURES.** The special permit shall not be granted by the City Council until the following procedures have been fulfilled.
  - 1. Applications shall only be received from organizations that are organized and operated exclusively for charitable, religious, educational, scientific or literary purposes and that are organized or created in the United States and whose net earnings do not inure to the benefit of any private shareholder or individual.
  - 2. The application shall be completed as set out and shall provide that the permitted area be at least 1.9 acres in a single tract.
  - 3. The City Council shall schedule a public hearing in relation to the exception request. Notice shall be given to the public hearing as required by State statute by publication in a newspaper

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(641) 355-4072

of general circulation in the City. If feasible, notice of the public hearing shall be mailed to property owners within 200 feet of the accepted area.

- 4. In granting a permit, the Council may prescribe appropriate conditions and safeguards in conformity with this chapter and other chapters of this Code of Ordinances. Violation of such conditions and safeguards, when made a part of the terms under which the exception is granted, shall be deemed a violation of this chapter.
- 5. The concurring vote of a majority of the members of the City Council grants an exception to this chapter. The special exception permit shall be valid for no longer than six months from the date of the approval, unless seeding has commenced or the Council specifically grants a longer period of time.
- **52.11 STANDARDS.** No exception permit shall be granted by the City Council unless the Council finds that:
  - 1. The grant of the exception will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare of the community;
  - 2. The exception use will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish and impair property values with the neighborhood;
  - 3. The establishment of the exception use will not impede the normal and orderly development and improvement of the surrounding property;
  - 4. Adequate arrangements have been made to protect the immediate vicinity from an unnatural accumulation of insects and varmints; and
  - 5. The special use will not be in major conflict with the Comprehensive City Plan.



## Maxwell Codification | Urban Chickens and Bees

From Justin Yarosevich <justin@sc-ic.com> Date Wed 11/12/2025 1:47 PM City of Maxwell - Mayor <cityclerk@maxwell.iowa.gov>

@ 3 attachments (85 KB)

Urban Chickens (permit).docx; Beekeeping Sample 2.docx; Beekeeping.docx;

Wendy I am going to recommend that we pull out the language on permitting for Poultry, Bees, and Livestock and put them in separate chapters. Attached is a sample chapter for urban chickens and a sample chapter for bee keeping. These are good starting points that I would ask the City to review and let me know what they like, don't like, and what things they want to cover that isn't in the samples.

Regarding poultry, how does the City want to define that term? Are you simply wanting to permit urban chickens? Or does this pertain also to ducks, geese, peacocks, etc.? Currently the City Code defines Poultry as domestic fowl including chickens, ducks, and geese. Is that still correct?

Then for livestock we'll have to write something. I'm working on that and will provide in a separate email. The other question here is going to be how different do we want these regulations to be than what the Zoning Code currently allow or doesn't allow. We have to be careful to not conflict with that language.

Meanwhile the Council can start with bees and chickens.



### Justin

**Justin Yarosevich** Simmering-Cory | Iowa Codification <u>justin@sc-ic.com</u> | 712-299-2256 | sc-ic.com

Mailing Address: P.O. Box 244, Storm Lake, Iowa 50588

Prepared By:

Local Government Professional Services, Inc.

**DBA Iowa Codification** 

(641) 355-4072

#### **CHAPTER 58**

# **URBAN CHICKENS**

58.01 Definitions

58.02 Permit Required

58.03 Number and Type of Chickens Allowed

58.04 Zoning Districts Allowed

58.05 Non-Commercial Use Only

58.06 Enclosures and Related Items

58.07 Feed and Storage

58.08 Waste Storage and Removal

58.09 Unlawful Acts

58.10 Disclaimer

58.11 Nuisances

#### 58.01 DEFINITIONS.

- 1. "Chicken" means a member of the subspecies Gallus gallus domesticus, a domesticated fowl.
- 2. "Urban chicken" means a chicken kept on a permitted tract of land pursuant to a permit issued under this chapter.
- 3. "Permitting officer" means the
- 4. "Tract of land" means a property or a zoned lot that has one single-family dwelling located on that property or zoned lot.
- 5. "Single-family dwelling" means any building that contains only one dwelling unit used, intended, rented, leased, let, or hired to be occupied for living purposes.
- 6. "Permitted tract of land" means the tract of land as identified by the application upon which a permit is granted for keeping chickens pursuant to this chapter.
- 7. "Permittee" means an applicant who has been granted a permit to raise, harbor, or keep chickens pursuant to this chapter.

#### 58.02 PERMIT REQUIRED.

- 1. Permit Required. No person shall raise, harbor, or keep chickens within the City without a valid permit obtained from the permitting officer under the provisions of this chapter.
- 2. Application. In order to obtain a permit, an applicant must submit a completed application on forms provided by the permitting officer and paying all fees required by this chapter. The urban chicken permit shall be valid for three years and may not be sold, transferred, or assigned.
- 3. Permit Fees. Initial permit fee is \$100.00. The fee to renew the permit is \$75.00. If the City issues the permittee a Notice of Violation and if the permittee has not cured the violation when the property is re-inspected, the permittee shall be assessed a re-inspection fee of \$35.00, which is due in 30 days. If the violation has been cured, no re-inspection fee shall be assessed.
- 4. Leg Bands Required. The permittee shall place and keep leg bands on all of said person's chickens, showing the permit number.

- 5. Requirements. The requirements to the receipt of a permit include:
  - A. All requirements of this chapter are met.
  - B. All fees, as may be provided for from time to time by City Council resolution, for the permit are paid in full.
  - C. All judgments in the City's favor and against the applicant have been paid in full.
  - D. The tract of land to be permitted shall contain only one single-family dwelling occupied and used as such by the permittee.
  - E. The applicant has provided notice to the residents of all properties located within a 100 foot radius from the location of the proposed coop of the applicant's intent to obtain a permit.
  - F. Tenant must obtain the landlord's written permission to install a coop.
  - G. Site Plan Showing Space and Placement of Chicken Enclosure. The permitting officer shall issue a permit to keep or maintain chickens in the City only after a site plan showing spacing and placement of chicken enclosure has been submitted and meets the requirements of this section. Drainage system shall be included with design on urban chicken permit.
- 6. Issuance of Permit. If the permitting officer concludes as a result of the information contained in the application that the requirements for a permit have been met, then the officer shall issue the permit.
- 7. Denial, Suspension, Revocation, Non-Renewal. The permitting officer or designee may deny, suspend, revoke, or decline to renew any permit issued for any of the following grounds:
  - A. False statements on any application or other information or report required by this section to be given by the applicant.
  - B. Failure to pay any application, penalty, re-inspection, or reinstatement fee required by this section or City Council resolution.
  - C. Failure to correct deficiencies noted in notices of violation in the time specified in the notice.
  - D. Failure to comply with the provisions of an approved mitigation or remediation plan by the permitting officer.
  - E. Failure to comply with any provision of this chapter.
- 8. Notification. A decision to revoke, suspend, deny, or not renew a permit shall be in writing, delivered by ordinary mail or in person to the address indicated on the application. The notification shall specify reasons for the action.
- 9. Effect of Revocation. When an application for a permit is denied, or when a permit is revoked, the applicant may not re-apply for a new permit for a period of one year from the date of the denial or revocation.
- 10. Appeals. No permit may be denied, suspended, revoked, or not renewed without notice and an opportunity to be heard given the applicant or holder of the permit. In any instance where the permitting officer has denied, revoked, suspended, or not renewed a

permit, the applicant or holder of urban chickens may appeal the decision to the \_\_\_\_\_\_, or designee other than the permitting officer within 10 business days of receipt by the applicant or holder of the permit of the notice of the decision. The applicant or holder of the permit will be given an opportunity for a hearing. The decision of the officer hearing the appeal, or any decision by the permitting officer which is not appealed in accordance with this chapter shall be deemed final action.

### 58.03 NUMBER AND TYPE OF CHICKENS ALLOWED.

- 1. The maximum number of chickens allowed is six per tract of land regardless of how many dwelling units are on the tract.
- 2. All such chickens must be hens; no roosters are permitted.
- **58.04 ZONING DISTRICTS ALLOWED.** Chickens are permitted only on land located in residential districts as identified on the current Official Zoning Map on file with the City.
- 58.05 NON-COMMERCIAL USE ONLY. A permit shall not allow the permittee to engage in chicken breeding, sale of eggs and chickens, or fertilizer production for commercial purposes.
- 58.06 ENCLOSURES AND RELATED ITEMS. (See alternate enclosure regulations below)
  - 1. Chickens must be confined in a coop or fowl house not less than 18 inches in height or, in the alternative, within a fenced pen area. Chickens must be kept within the coop, the fowl house, or the fenced pen area at all times unless removed for a temporary time for the safety of the chicken.
  - 2. The coop, the fowl house, or the fenced pen area must be of such a design to be reasonably expected to prevent entry by dogs, cats, or other animals and shall be completely enclosed. The coop or fowl house must be used for chickens only and must be well ventilated.
  - 3. The coop, the fowl house, or the fenced pen area shall have a minimum of four square feet of floor area for each chicken but shall not be any larger than 12 square feet of area for each chicken. The coop, fowl house, or fenced pen area shall be a minimum of 25 feet from any habitable structure and a minimum of five feet from the habitable structure on the applicant's property. The location of the coop, fowl house, or fenced pen shall be in the rear yard only.
  - 4. Coops shall be built of solid materials such as wood, metal, or plastic.
  - 5. Any enclosed chicken pen shall consist of sturdy wire fencing. The pen must be covered with wire, aviary netting, or solid roofing.
  - 6. Chickens are not allowed to be free range in a fenced rear yard.
  - 7. Chickens must be kept in an enclosure or fenced area at all times. Chickens shall be secured within a henhouse or chicken tractor during non-daylight hours.
  - 8. The permittee shall not allow the permittee's chickens to roam off the permitted tract of land. No dog or cat or other domesticated animal which kills a chicken off the permitted tract of land will, for that reason alone, not be considered a dangerous or aggressive animal or the City's responsibility to enforce its animal control provisions.

- 9. The City shall not be liable for injury or death of chickens caused by dogs, cats, or other animals, domestic or wild. Any dead chicken, not caused by slaughtering, shall be disposed of immediately upon discovering in a manner so as to not cause a nuisance.
- **58.07 FEED AND STORAGE.** Chickens shall be provided with access to feed and clean water at all times. All chicken feed shall be stored in rodent-proof containers.
- 58.08 WASTE STORAGE AND REMOVAL. Any coop, fowl house, or fenced pen area must be well drained so there is no accumulation of moisture and allows the chickens to have access to dry ground at all times. Any coop, fowl house, or fenced pen area shall be kept clean, sanitary, and free from accumulation of chicken excrement and objectionable odors. All droppings and body excretions shall be either placed in fly-proof containers and double-bagged in plastic bags or, in the alternative, used as fertilizer on the same property or, with the owner's permission, on other property within the City, so long as the droppings and body excretions are spread and incorporated into the soil within 24 hours.

#### 58.09 UNLAWFUL ACTS.

- 1. It is unlawful for any person to keep chickens in violation of any provision of this chapter or any other provision of this Code of Ordinances.
- 2. It is unlawful for any owner, renter, or leaseholder of property to allow chickens to be kept on the property in violation of the provisions of this chapter.
- 3. No person shall keep chickens inside a single-family dwelling unit, multi-family dwelling unit, or rental unit.
- 4. No person shall slaughter any chickens within the City.
- 5. No person shall keep a rooster.
- 6. No person shall keep chickens on a vacant or uninhabited tract of land.
- **58.10 DISCLAIMER.** An applicant is responsible to determine whether restrictive covenants prohibits keeping chickens on the applicant's property. The issuance of a permit under this chapter does not affect prohibitions contained in restrictive covenants.
- **58.11 NUISANCES.** Any violation of the terms of this chapter that constitutes a health hazard or that interferes with the use or enjoyment of neighboring property is a nuisance and may be abated under the general nuisance abatement provisions of Chapter 50 of this Code of Ordinances.

Alternate Enclosure Requirements:

#### 58.06 ENCLOSURES.

- 1. Chickens must be kept in an enclosure or fenced area at all times. Chickens shall be secured within a henhouse or chicken tractor during non-daylight hours.
- 2. Enclosures must be kept in a clean, dry, odor-free, neat, and sanitary condition at all times.

- 3. Henhouses, chicken tractors, and chicken pens must provide adequate ventilation and adequate sun and shade and must be impermeable to rodents, wild birds, and predators, including dogs and cats.
- 4. Henhouses and chicken tractors.
  - A. Henhouses and chicken tractors shall be designed to provide safe and healthy living conditions for the chickens with a minimum of four square feet per bird while minimizing adverse impacts to other residents in the neighborhood.
  - B. A henhouse or chicken tractor shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked at night. Opening windows and vents must be covered with predator and bird proof wire of less than one-inch openings.
  - C. The materials used in making a henhouse or chicken tractor shall be uniform for each element of the structure such that the walls are made of the same material, the roof has the same shingles or other covering, and any windows or openings are constructed using the same materials. The use of scrap, waste board, sheet metal, or similar materials is prohibited. Henhouses and chicken tractors shall be well maintained.
- 5. Henhouses, chicken tractors, and chicken pens shall only be located in the rear yard as required by Section \_\_\_\_\_ of this Code of Ordinances, unless the setback requirements cannot be met in which case they may be kept in other yard but within the required setbacks.
- 6. Henhouses, chicken tractors, and chicken pens must be located at least 10 feet from the property line and at least 25 feet from any adjacent residential dwelling, church, school, or place of business.
- 7. Any enclosed chicken pen shall consist of sturdy wire fencing. The pen must be covered with wire, aviary netting, or solid roofing.

#### Additional Regulations:

#### 58.07 ODOR AND NOISE IMPACTS.

- 1. Odors from chickens, chicken manure or other chicken related substances shall not be perceptible beyond the boundaries of the permitted tract of land.
- 2. Noise from chickens shall not be loud enough beyond the boundaries of the permitted tract of land at the property boundaries to disturb persons of reasonable sensitivity.
- 58.08 PREDATORS, RODENTS, INSECTS, AND PARASITES. The permittee shall take necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites. Chickens found to be infested with insects and parasites that may result in unhealthy conditions to human habitation may be removed by an Animal Control Officer.
- **58.09 FEED AND WATER.** Chickens shall be provided with access to feed and clean water at all times. The feed and water shall be unavailable to rodents, wild birds, and predators.

58.10 WASTE STORAGE AND REMOVAL. All stored manure shall be covered by a fully enclosed structure with a roof or lid over the entire structure. No more than three cubic feet of manure shall be stored on the permitted tract of land. All other manure not used for composting or fertilizing shall be removed. The henhouse, chicken tractor, chicken pen, and surrounding area must be kept free from trash and accumulated droppings. Uneaten feed shall be removed in a timely manner.

#### 58.11 CHICKENS AT LARGE.

- 1. The permittee shall not allow the permittee's chickens to roam off the permitted tract of land. No dog or cat or other domesticated animal which kills a chicken off the permitted tract of land will, for that reason alone, not be considered a dangerous or aggressive animal or the City's responsibility to enforce its animal control provisions.
- 2. The permittee shall place and keep leg bands on all of said person's chickens, showing the permit number.

#### 58.12 UNLAWFUL ACTS.

- 1. It is unlawful for any person to keep chickens in violation of any provision of this chapter or any other provision of this Code of Ordinances.
- 2. It is unlawful for any owner, renter, or leaseholder of property to allow chickens to be kept on the property in violation of the provisions of this chapter.
- 3. No person shall keep chickens inside a single-family dwelling unit, multi-family dwelling unit, or rental unit.
- 4. No person shall slaughter any chickens within the City.
- 5. No person shall keep a rooster.

Sample Section and Sample Chapter

Prepared By: Local Government Professional Services, Inc.

DBA Iowa Codification (641) 355-4072

#### **CHAPTER 125**

# BEEKEEPING

125.01 Purpose 125.02 Definitions 125.03 Certain Conduct Declared Unlawful 125.04 Hive Registration 125.05 Hive Type

125.06 Fencing of Flyways

125.07 Water

125.08 General Maintenance

125.09 Queens

125.10 Zoning Districts

125.11 Inspection

125.12 Compliance

125.13 Violations; Enforcement

125.01 PURPOSE. Whereas, honeybees are beneficial to mankind and to Iowa in particular, by providing agricultural fruit and vegetable pollination services in tandem with home garden vegetable and fruit production and by furnishing honey, beeswax, and other useful products; and whereas, domestic strains of honey bees have been selectively bred for desirable traits, including gentleness, honey production, reduced swarming, pollination attributes, and other characteristics which are desirable to foster and maintain; and whereas, gentle strains of honey bees can be maintained within populated areas in reasonable densities to fill the ecological niche and exclude unwanted and undesirable races of bees, without causing a nuisance if the honey bees are properly located, carefully managed, and maintained. The finding contained in this section of this ordinance is hereby adopted as a part of this ordinance.

125.02 **DEFINITIONS.** The following words and terms shall have the meanings set forth in this section unless the context of their usage clearly indicates another meaning:

- 1. "Apiary" means the assembly of one or more colonies of bees at a single location.
- 2. "Beekeeper" means a person who owns or has charge of one or more colonies of bees.
- 3. "Beekeeping equipment" means anything used in the operation of an apiary, such as hive bodies, supers, frames, top and bottom boards and extractors.
- 4. "Colony" or "hive" means an aggregate of bees consisting principally of workers, but having, when perfect, one queen and at time many drones, including brood, combs, honey, and the receptacle inhabited by the bees.
- 5. "Honey bee" means all life stages of the common domestic honey bee, *Apis mellifera* species.
- 6. "Tract" means a contiguous parcel of land under common ownership.
- 7. "Undeveloped property" means any idle land that is not improved or actually in the process of being improved with residential, commercial, industrial, church, park, school, or governmental facilities or other structures or improvements intended for human use occupancy and the grounds maintained in association therewith. The term shall be deemed to include property developed exclusively as a street or highway or property used for commercial agricultural purposes.

#### 125.03 CERTAIN CONDUCT DECLARED UNLAWFUL.

- 1. The purpose of this chapter is to establish certain requirements of sound beekeeping practices, which are intended to avoid problems that may otherwise be associated with the keeping of bees in populated areas.
- 2. Notwithstanding compliance with the various requirements of this chapter, it shall be unlawful for any beekeepers to keep any colony or colonies in such a manner or of such disposition as to cause any unhealthy condition, interfere with the normal use and enjoyment of human or animal life of others, or interfere with the normal use and enjoyment of any public property or property of others.
- 125.04 HIVE REGISTRATION. All honey bee colonies shall be registered with the City.
- 125.05 HIVE TYPE. All honey bee colonies shall be kept in Langstroth-type hives with removable frames, which shall be kept in sound and usable condition.
- 125.06 FENCING OF FLYWAYS. In each instance in which any colony is situated within 25 feet of a public or private property line of the tract upon which the apiary is situated, as measured from the nearest point on the hive to the property line, the beekeeper shall establish and maintain a flyway barrier at least six feet in height consisting of a solid wall, fence, dense vegetation, or combination thereof that is parallel to the property line and extends 10 feet beyond the colony in each direction so that all bees are forced to fly at an elevation of at least six feet above ground level over the property lines in the vicinity of the apiary.
- 125.07 WATER. Each beekeeper shall ensure that a convenient source of water is available to the bees at all times during the year so that the bees will not congregate at swimming pools, pet watering bowls, bird baths or other water sources where they may cause human, bird, or domestic pet contact.
- 125.08 GENERAL MAINTENANCE. Each beekeeper shall ensure that no bee comb or other materials are left upon the grounds of the apiary site. Upon their removal from the hive, all such materials shall promptly be disposed of in a sealed container or placed within a building or other bee-proof enclosure.
- 125.09 QUEENS. All colonies shall be maintained with marked queens. In any instance in which a colony exhibits unusual aggressive characteristics by stinging or attempting to sting without due provocation or exhibits an unusual disposition toward swarming, it shall be the duty of the beekeeper to promptly re-queen the colony with another marked queen. Queens shall be selected from European stock bred for gentleness and non-swarming characteristics.
- 125.10 ZONING DISTRICTS. Beekeeping can only be permitted in Residential, Commercial, Industrial and Agricultural zoning districts. No type of bees or hives shall be kept in the Main Street District. It shall be unlawful to keep more than the following number of colonies on any tract within the City, based upon the size or configuration of the tract on which the apiary is situated:
  - 1. Residential District. The keeping of honeybees shall be allowed in any residential district, provided that:
    - A. Hives may be located only on lots with residential use.
    - B. No more than two hives may be located on a lot.
    - C. No hive shall exceed 20 cubic feet in volume.
- D. No hive shall be located closer than three feet from any property line.

  PLEASE NOTE: This sample is provided for discussion purposes only. Local Government Professional Services,

  DBA lowa Codification (LGPS), encourages its client cities to consult with their City Attorney to determine the
  legislation, rules, and regulations that are appropriate for their City. Each City can edit this sample as needed to fit
  the specific needs of its community. LGPS is neither advocating a position nor vouching for the content of the
  language or information included in the sample.

- E. No hive shall be located closer than 10 feet from a public sidewalk or 25 feet from a principal building on an abutting lot.
- F. A constant supply of water shall be provided for all hives.
- G. A flyway barrier at least six feet in height shall shield any part of a property line that is within 25 feet of a hive. The flyway barrier shall consist of a wall, fence, dense vegetation, or a combination thereof and it shall be positioned to transect both legs of a triangle extending from an apex at the hive to each end point of the part of the property line to be shielded.
- H. The owner, operator, or tenant obtains a license from the City.
- I. The applicant for the license notifies all residents of the property and the owner or operator of the property if the applicant is not the owner or operator. The applicant notifies adjoining property owners.
- 2. Notification is not required for renewal of a license.
- 3. Commercial, Industrial, or Agricultural Districts. The keeping of honeybees shall be allowed in any commercial, industrial or agricultural district provided that:
  - A. No more than the following number of colonies are situated on the size of those tracts set forth below:
    - (1) More than one-quarter acre but less than one-half acre tract size -2 colonies.
    - (2) More than one-half acre but less than one acre tract size 4 colonies.
    - (3) One acre or larger tract size 6 colonies.
  - B. No hive shall exceed 20 cubic feet in volume.
  - C. No hive shall be located closer than 10 feet from any property line.
  - D. No hive shall be located closer than 15 feet from a public sidewalk or 30 feet from a principal building on an abutting lot.
  - E. A constant supply of water shall be provided for all hives.
  - F. A flyway barrier at least six feet in height shall shield any part of a property line that is within 25 feet of a hive. The flyway barrier shall consist of a wall, fence, dense vegetation, or a combination thereof and it shall be positioned to transect both legs of a triangle extending from an apex at the hive to each end point of the part of the property line to be shielded.
  - G. The owner, operator, or tenant obtains a license from the City.
  - H. The applicant for the license notifies all residents of the property and the owner or operator of the property if the applicant is not the owner or operator. The applicant notifies adjoining property owners.
- 4. Notification is not required for renewal of a license.
- 125.11 INSPECTION. Each apiary shall be inspected and a report issued by an authorized representative of the City at such intervals as the City deems best for detection of honey bee pests and unwanted races of honey bees.

#### 125.12 COMPLIANCE.

- 1. Upon receipt of information that any colony situated within the City is not being kept in compliance with this ordinance, the Mayor shall cause an investigation to be conducted. If the investigation indicates that the bees are being kept in violation of this ordinance, the Mayor or his designee shall cause a written notice to abate any violations to be served upon the property owner.
- 2. The notice to abate shall contain the following:
  - A. A description of the violation or other prohibited conditions.
  - B. The address at which the violation has occurred or is located.
  - C. A statement of the act or acts which need to be performed to abate the violation or other prohibited condition.
  - D. A reasonable time, not to exceed 20 days, for the completion of the abatement.
  - E. A statement identifying that the failure to either timely abate the violation or request a hearing may result in abatement by the City and the assessment of the related costs to the property owner.
- 3. The notice to abate may be sent by certified mail to the property owner, as shown by the records of the County Auditor, or personally served by the Police Department or the County Sheriff.
- 4. If an owner wishes to challenge whether a violation or prohibited condition exists, he may have a hearing with the Council. A request for hearing must be made in writing and delivered to the Clerk within the same time stated in the notice for abatement. In the event that the owner fails to timely request a hearing, it shall be conclusively presumed that a violation or prohibited condition does exist and must be abated.
- 5. If a hearing is held, the Council shall issue a written decision and clearly indicate whether it believes that a violation or prohibited condition exists. Should the Council find that a violation or prohibited condition does exist, it shall order that the owner abate the same within a reasonable period of time.
- 6. If the owner neglects or fails to abate as directed, the City may perform the required action to abate and make an accurate account of the actual expense incurred. The itemized expense account shall be filed with the Clerk and paid on behalf of the City.
- 7. If it is determined that an emergency exists by reason of the continuing maintenance of the violation or prohibited condition, the City may perform any action which it deems necessary to protect the welfare of its citizens, without any prior notice to the owner. The costs related to the emergency abatement shall be documented and delivered to the Clerk for collection in the manner set forth below.
- 8. Upon the failure of an owner or beekeeper to complete abatement, the City may cause the bees to be destroyed and the hive structures to be removed. In each instance in which a bee colony is destroyed, all useable components of the hive structures that are not damaged or rendered unhealthy by the destruction of the bees shall, upon request, be returned to the owner or beekeeper, provided that they pay all expenses related to such return.
- 9. The Clerk shall send a statement of the City's total abatement costs to the property owner by certified mail. If the amount shown in the statement is not paid in full within one month after receipt of it by the property owner, the Clerk shall certify the costs to the County Treasurer for collection in the same manner as general property taxes.

- 10. If the amount expended to abate the violation hereunder is in excess of \$100.00, the City may permit the assessment to be paid in up to 10 annual installments. Said installments shall be paid in the same manner and with the same interest rates that are provided for assessments against benefitted property under State law.
- 11. The creation or maintenance of a violation of this ordinance is prohibited and shall constitute a nuisance.
- 125.13 VIOLATIONS; ENFORCEMENT. The creation or maintenance of a violation of this ordinance shall also constitute a municipal infraction, as provided in this Code of Ordinances. Each day that a violation is permitted to continue constitutes a separate offense. The enforcement officer is hereby authorized to abate such violations in accordance with either the municipal infraction or the nuisance abatement procedure provisions of this Code of Ordinances.



# Building Restoration Community Restoration

November 2025

# **Proposal to Consider**

Sacred Mission Church purchases the Logsdon's property. Sacred Mission Church, or separate non-profit entity owning the building, enter into an agreement with the City of Maxwell where the property is deeded over to the City for the purposes of seeking the Derelict Building grant. The goal would be for the City to partner together to remove any Asbestos, Lead Paint, and take care of the fuel oil issue in the basement. When the work is completed the property will be deeded back to Sacred Mission to begin renovations.

The ask, tonight, is would you even consider this proposal? Would you consider this type of agreement?

#### **RESOLUTION NO. 2025-47**

# A RESOLUTION ADOPTING A FRANCHISE AGREEMENT WITH WINDSTREAM IOWA COMMUNICATIONS

**WHEREAS,** the City of Maxwell, Iowa ("City") owns certain property and rights-of-way ("City Property"); and

WHEREAS, Windstream Iowa Communications, LLC ("Communications Entity") has requested access to City Property for the purpose of installing, maintaining, repairing, and operating communications facilities ("Facilities"); and

WHEREAS, the city council finds it in the public interest to grant a limited franchise agreement to allow such use under defined terms and conditions.

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

- 1. The City hereby grants to the Communications Entity a limited, non-exclusive, revocable license to access and use the City Property for the purpose of installing, maintaining, repairing, and operating the Facilities.
- 2. Such license shall be subject to all applicable laws, ordinances, and regulations of the City, and shall not be construed to convey any permanent property interest.
- 3. The Mayor and City Clerk are authorized and directed to execute the franchise agreement and any related documents consistent with this Resolution.

PASSED AND APPROVED this _	day of	, 2025.	
Mayor Dale Higgins Jr.			
ATTEST:			
City Clerk Wendy Crabtree			

#### INDEMNITY AND ACCESS AGREEMENT

This Indemnity and Access Agreement (the "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_\_, 2025 (the Effective Date), by and between the City of Maxwell, Iowa, a municipality organized under the laws of the State of Iowa (the City), and Windstream Iowa Communications, LLC, organized under the laws of the State of Delaware, with its principal place of business at 4005 N Rodney Parham Rd, Little Rock, AR 72212 (the Communications Entity). The City and the Communications Entity are collectively referred to herein as the Parties and individually as a Party.

#### RECITALS

WHEREAS, the City owns and controls certain public property, rights-of-way, and easements (collectively, the City Property), and the Communications Entity desires to access portions of the City Property to install, maintain, and operate communications infrastructure (the Facilities);

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### ARTICLE I. GRANT OF ACCESS

- **1.1 Grant of Access.** The City hereby grants the Communications Entity a limited, non-exclusive, revocable license to access and use the City Property for the purpose of installing, maintaining, repairing, and operating the Facilities.
- **1.2 Limitations on Use.** The Communications Entity shall not use the City Property for any purpose other than those expressly permitted under this Agreement and explicitly allowed by the City in another writing. The Communications Entity shall not interfere with the City's use of the City Property or the rights of third parties.
- **1.3 Compliance with Laws.** The Communications Entity shall comply with all applicable federal, state, and local laws, ordinances, regulations, and permits, and shall obtain all necessary approvals prior to commencing any activities on the City Property.

# ARTICLE II. INDEMNIFICATION, RESTORATION, AND REPAIR

- **2.1 Indemnification by Communications Entity.** The Communications Entity shall indemnify, defend, and hold harmless the City, its officials, employees, agents, and representatives (collectively, the Indemnified Parties) from and against any and all claims, demands, actions, suits, damages, losses, liabilities, costs, and expenses, including reasonable attorneys fees and court costs, arising out of or related to:
- a. The Communications Entity's use of the City Property;
- b. The installation, operation, maintenance, or removal of the Facilities;
- c. Any damage to property or injury to persons caused by the Communications Entity, its employees, agents, contractors, or subcontractors; and

- d. Any violation of applicable laws or regulations by the Communications Entity.
- **2.2 Limitation of Liability.** The City shall not be liable for any damage to the Facilities or any interruption of the Communications Entity's operations, except to the extent caused by the City's gross negligence or willful misconduct.
- **2.3 Restoration Obligations.** The Communications Entity shall, at its sole cost and expense, promptly repair and restore any damage to the City Property caused by the Communications Entity's operations. Such restoration shall return the City Property to its condition prior to the damage, to the satisfaction of the City.
- **2.4 Failure to Restore.** If the Communications Entity fails to restore the City Property as required under this Agreement, the City may perform the necessary restoration work and recover the costs from the Communications Entity.

#### ARTICLE III. TERM AND TERMINATION

- **3.1 Term.** This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with this Agreement. This Agreement is a zero (\$0) cost agreement between the Parties.
- **3.2 Termination for Cause.** The City may terminate this Agreement upon written notice to the Communications Entity if the Communications Entity materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach.
- **3.3 Termination Without Cause.** The City may terminate this Agreement for any reason, not for cause, at City's sole and absolute discretion upon six (6) months prior written notice to the Communications Entity.
- **3.4 Obligations Upon Termination.** Upon termination of this Agreement, the Communications Entity shall, at its sole cost and expense, and to the extent practicable, remove the Facilities from the City Property and restore the City Property to its original condition, reasonable wear and tear excepted, within sixty (60) days of termination.

#### ARTICLE IV. GENERAL PROVISIONS

**4.1 Governing Law and Exclusive Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its conflict of laws principles. The parties to this Agreement hereby agree that any legal action, suit, or proceeding arising out of or relating to this Agreement, including the enforcement of any rights or obligations hereunder, shall be brought exclusively in the Iowa State Courts located in Story County, Iowa. The parties hereby consent to the personal jurisdiction of the state courts located I Iowa State Courts located in Story County, Iowa and waive any defense of forum *non conveniens*.

- **4.2** Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.
- **4.3 Amendments.** This Agreement may be amended only by a written instrument signed by both Parties.
- 4.4 Notices. Notices must be sent to the electronic address or physical mailing address set forth below or at such other address as either party specifies in writing. Electronic notices shall be deemed given when directed to an electronic mail address at which a party has consented to receive such notice. All overnight courier notices shall be deemed to be delivered when actually received or refused.

#### [ENTITY NAME]

Attn: Franchise/Easement

4005 N. Rodney Parham Rd.

Little Rock, AR 72212

With a copy to: Windstream.legal.notices@windstream.com

City of Maxwell

[Insert Notice Information]

4.5 Assignment. Notwithstanding anything to the contrary contained in this Agreement, assignment or transfer shall not include, and any condition to assignment shall not apply in the event of (i) a transfer of this Agreement to an entity which is the parent of Communications Entity subsidiary of Communications Entity, affiliate of Communications Entity, or shall directly or indirectly control, be controlled by, or be under common control with, Communications Entity; (ii) a sale of ownership interest or issuance of new ownership interests, directly or indirectly, in Communications Entity; (iii) a change of control; and/or (iv) a transaction in which any entity succeeds to all or substantially all of the assets of Communications Entity or to all or substantially all of the assets operated by Communications Entity in a specific geographic area whether by merger, consolidation, sale or otherwise, provided such successor entity assumes in full the obligations of Communications Entity under this Agreement. Communications Entity shall notify The City, in writing, of any such assignment within ninety (90) days after its occurrence.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

For the City of Maxwell	For the Communications Entity		
By:	By:		
Name:	Name:		
Title:	Title:		
Date:	Date:		



Smart Choice

October 7, 2025

Mayor Dale Higgins City of Maxwell 107 Main Street Maxwell, IA 50161

Dear Mayor Higgins:

#### RE: Resource Recovery System Next Steps and 28E Agreements

Earlier this year, I wrote you with an update regarding our plans for the next generation of waste disposal operations in our community. Our new approach involves retiring the waste-to-energy system and constructing a new Resource Recovery and Recycling Campus to receive, process, and transport solid waste for disposal.

The City of Ames has now acquired 9.5 acres of property along Freel Drive to site this new operation. At this campus, commercial haulers and residents will be able to deliver solid waste, recyclable materials, household hazardous waste, and organics including yard waste. The solid waste will be minimally processed to recover recyclable metals, and the non-recyclable solid waste will be loaded into semi-trucks for transportation to the landfill. Recyclable materials will be aggregated for delivery to partners who will process and responsibly dispose of these materials.

We are pleased to inform you that we have secured a long-term partnership with the Carroll County Solid Waste Management Commission to dispose of our solid waste in the Carroll County Landfill. The transition from the Boone County Landfill to the Carroll County Landfill will occur on or before July 1, 2027, and our agreement with Carroll County extends for at least 20 years thereafter.

In the late spring of this year, the City of Ames retained HDR Engineering, Inc. to perform a preliminary engineering study and develop a detailed financial model for the new operation. The results of this analysis were presented to the Ames City Council on June 24 and are posted on our website at www.cityofames.org/resource-recovery.

Mayor Dale Higgins October 7, 2025

RE: Resource Recovery System Next Steps and 28E Agreements

Page 2

HDR's study calculates that the cost to construct the facility, including the processing equipment and transfer trucks, is estimated to be approximately \$14 million. A majority of this amount is expected to be financed over a 20-year period. City of Ames staff provided HDR with instructions in the financial model to maintain the per-capita fee at its current rate of \$10.50 through the duration of the 20-year planning horizon. With these figures in mind, the calculated tipping fee needed for the operation of the facility beginning in 2027 is \$95.11 per ton. For comparison, the existing tipping fee is \$75 per ton. By keeping the per-capita charge level and placing more of the cost on tipping fees, users are encouraged to be more conscious about what they dispose of and are incentivized to consider reducing the volume of garbage they generate, along with alternative disposal methods such as recycling.

It is important to note that these figures represent conservative estimates of costs and revenues, and there are several potential cost reductions and other revenue sources (e.g., grants and revenues from partnerships with Carroll County) that have not been factored into this estimate. Additionally, although the tipping fee is higher than the existing operation, it may be offset in part by a reduction in downtime compared to the existing operation, which results in direct-haul trips for haulers that cost considerably more in fuel, equipment, and staff costs.

HDR has been retained by the City of Ames to perform design development and final design services to produce a set of bidding documents for the construction of the facility. Bidding is anticipated to occur in January/February of 2026. A 12-month construction timeframe is expected with the facility projected to be completed in the late spring of 2027.

Communities in Iowa are subject to state fees depending on the rate of landfill diversion through efforts such as recycling. In the current waste-to-energy Resource Recovery System, our landfill diversion rate is very high. As we transition away from waste-to-energy, it will become necessary to rely more on traditional recycling to ensure we are meeting these obligations. The need for our partner agencies to divert material away from the waste stream through recycling or other waste diversion practices will be necessary to help meet the requirements of the Iowa DNR.

Mayor Dale Higgins October 7, 2025

RE: Resource Recovery System Next Steps and 28E Agreements

Page 3

In Ames, we are exploring the prospect of curbside recycling to ensure materials that cannot be easily pulled out of garbage (e.g., paper, cardboard, glass, and plastics) are still recycled. As we consider a contract for a hauler to assist us with residential curbside recycling in Ames, we will be seeking pricing that would allow any of our partnering communities, such as Maxwell, to opt in to the pricing we have secured.

Of course, Maxwell would be free to seek its own proposals for curbside recycling collection, or alternative methods for recycling such as designated drop-off sites. Our staff would be happy to work with you as you consider your options and determine the best approach for your community.

With these upcoming changes in mind, we are requesting that the City of Maxwell consider the adoption of a revised 28E intergovernmental agreement. The current agreement between Ames and Maxwell is set to expire in 2034. As Ames considers taking on the debt to proceed with the construction of the new facility, we are requesting that Maxwell approve the enclosed draft agreement, which would extend our partnership through 2047, coinciding with the anticipated term of the debt.

We are proud of our many years of partnership with Maxwell and our many other partners. Together, we have successfully met the challenge of providing an innovative and safe method to dispose of the area's solid waste. Our proposed approach builds upon this legacy, and we look forward to Maxwell's continued partnership in this operation.

The City of Ames would like to invite you to an open-house meeting to further answer any questions or concerns you may have. This meeting is intended to be come and go as you need to help you in your understanding of the future of solid waste in our communities. City staff will be present from 6:30 to 8:00 PM on Thursday, October 16, 2025, at the City Council Chambers at 515 Clark Avenue, Ames, IA 50010.

Mayor Dale Higgins October 7, 2025

RE: Resource Recovery System Next Steps and 28E Agreements

Page 4

Realizing this is a quick turnaround for a meeting, if you are unable to attend and still would like to meet, please feel free to reach out and I will work with you to find a mutually agreeable time to be available to you.

If you have any questions or concerns in the meantime, please contact me at justin.clausen@cityofames.org or 515-239-5165, or Resource Recovery Plant Superintendent Mark Peebler at mark.peebler@cityofames.org or 515-239-5137.

Sincerely,

Justin Clausen

Public Works Director

CC: Ames Mayor and City Council

Steve Schainker, City Manager

Brian Phillips, Assistant City Manager

Mark Peebler, Resource Recovery Plant Superintendent



#### Fwd: Ames Resource Recovery & Recycling Plan Meeting

From Dale Higgins <mayorofmaxwell@maxwell.iowa.gov>

Date Wed 11/19/2025 7:52 PM

To Wendy Crabtree <cityclerk@maxwell.iowa.gov>; doug miller <doug.miller@maxwell.iowa.gov>; steve gast <steve.gast@maxwell.iowa.gov>; joel westendorf <joel.westendorf@maxwell.iowa.gov>; ken Jans <ken.jans@maxwell.iowa.gov>; sue philpott <sue.philpott@maxwell.iowa.gov>

Tonight's meeting information.

Tipping fees moving from 75 to 95.11 a ton. City wide recycling will be required. City of Ames has an RFP for recycling for all the outlier communities. Won't hear back till January. They want the 28e agreements signed by January if we choose to join. If we want to close our current 28e agreements, we need to ask the city of Ames for a mutual agreement to part ways. Wendy, please put on the council agenda for next month.

Dale Higgins
Mayor Of Maxwell
107 Main St
Maxwell Iowa 50161
515-370-7062
mayorofmaxwell@maxwell.iowa.gov
maxwelliowa.maxwell.iowa.gov

----- Forwarded message ------

From: **Crystal D. Davis** < <u>CDavis3@storycountyiowa.gov</u>>

Date: Wed, Nov 19, 2025, 6:33 PM

Subject: Ames Resource Recovery & Recycling Plan Meeting

To: <u>carly.watson@cityofames.org</u> < <u>carly.watson@cityofames.org</u> >, <u>renee.hall@cityofames.org</u>

<renee.hall@cityofames.org>, bbarrick@huxleyiowa.org <br/>bbarrick@huxleyiowa.org>,

kelleyiowa@gmail.com <kelleyiowa@gmail.com>, cityofslater@huxcomm.net

<<u>cityofslater@huxcomm.net</u>>, Bryce K. Garman <<u>BGarman@storycountyiowa.gov</u>>,

jeramy.neefus@cityofames.org < jeramy.neefus@cityofames.org >, cityofroland@gmail.com

<<u>cityofroland@gmail.com</u>>, <u>bchubbic.cambridge@gmail.com</u> <<u>bchubbic.cambridge@gmail.com</u>>,

Goldbeck, Pa <pa.goldbeck@cityofames.org>, Melissa K. Spencer < <pre>MSpencer@storycountyiowa.gov>,

steve.schainker@cityofames.org <steve.schainker@cityofames.org>, mayorofroland@gmail.com

<mayorofroland@gmail.com>, lindsey.siegle@slateriowa.org lindsey.siegle@slateriowa.org>,

jerry.moore@slateriowa.org <jerry.moore@slateriowa.org >, majackson@cityofstorycity.org

<majackson@cityofstorycity.org>, ilundy@cityofstorycity.org <ilundy@cityofstorycity.org>,

hslifka@cityofstorycity.org <hslifka@cityofstorycity.org>, cityclerk@maxwell.iowa.gov

<<u>cityclerk@maxwell.iowa.gov</u>>, <u>nastya.radionova@slateriowa.org</u> <<u>nastya.radionova@slateriowa.org</u>>,

sonia@cityofqilbertiowa.org <sonia@cityofqilbertiowa.org>, Leanne A. Harter

<<u>LHarter@storycountyiowa.gov</u>>, <u>cityofcambridge@huxcomm.net</u> <<u>cityofcambridge@huxcomm.net</u>>,

Crystal W. Rink < CRink@storycountyiowa.gov >, akaplan@huxleyiowa.org < akaplan@huxleyiowa.org >,

#### **RESOLUTION 2025-40**

#### A RESOLUTION AUTHORIZING TRANSFERS FROM VARIOUS FUNDS TO THE GENERAL FUND AS APPROVED BY THE FY2025 BUDGET

WHEREAS the Fiscal Year 2025 budget included transfers of funds into the General Fund to reimburse the General Fund for expenditures, and,

WHEREAS to close out the FY2025 budget the funds need to be transferred, and,

WHEREAS revenue from the Local Option Sales Tax Fund is eligible for transfer to cover the costs of a portion of the Sheriff's budget determined to be community betterment.

NOW, THEREFORE, BE IT RESOLVED the following transfers are authorized and the Clerk is directed to make the transfers as soon as the respective donating fund balances are greater than zero dollars:

FROM LINE ITEM	TO LINE ITEM	Amount	DESCRIPTION
008-910-6910	001-910-4830	\$5,000	Budgeted Library Capital Expense
012-910-6910	001-910-4830	\$19,620	Budgeted General Fund Benefits
016-910-6910	001-910-4830	\$22,209	Budgeted Washington TWP Fire & EMS
121-910-6910	001-910-4830	\$20,440	Budgeted Porton of Sheriff as Community Betterment

RESOLUTION 2025-40 PASSED by the City Mayor declares the same to be approved and	Council this <u>IU</u> day of <u>SCPIEMPER</u> and the enacted upon passage.
Motion to adopt: Miller	Seconded by: Westendarf
	Jans Westendorf Miller
Aye	Alge Age Age
ATTEST:	Dale Higgins, Mayor

Wendy Crabilee, Cily Clerk



#### Memo for Resolution 2025-40

From Amanda Sharp <amandacslivinggreen@gmail.com>
Date Sun 11/23/2025 9:31 PM
To Wendy Crabtree <cityclerk@maxwell.iowa.gov>

1 attachment (839 KB)FY25 Expenditures Library.pdf;

Hi Wendy,

We would like the following memo to be included at the next City Council meeting to be discussed by the council.

The Library Board of Trustees would like Resolution 2025-40 that took \$5,000 out of our trust account to be re-reviewed as we never requested for this money to be taken out for shelving as has been stated. The copy of the annual report for the county is what is being used as part of the 'request' that we allegedly made. This copy of the report was given to the council at that time to show what our accomplishments were for that year and what future goals we have. We have not bought any shelving as of yet. The other part of the alleged 'request' is from the FY2025 Budget Worksheet. We don't fill out the information at the top of the budget so this amount was not requested by us to be removed from our trust account. You can see this by nothing being listed in the 'request column' on the budget worksheet. We also never went over any 'capital equipment' line items in the budget as the remodeling of the library was taking place.

We also didn't find out about this money being removed from our trust account until after it was voted on. According to Iowa Code 384.18 budget amendments need to be made/requested by 5/31 of the current fiscal year. This was voted on well after that date into the next fiscal year.

We are requesting for this \$5,000 to be refunded back to our trust fund as we have plans to use that along with the other funds in our trust account for ADA compliant updates as we work towards our strategic plan for the state. Because it has been stated that we received this \$5,000 for shelving, we could potentially lose a donation from the community towards this shelving as well.

Please let me know if you have any questions or need anything else from me before the next council meeting! The attachments are the two documents I reference as part of the alleged 'request'. Please also include a copy of the resolution for them to review with this as well (even though I know they've already looked at this).

Thank you so much, Amanda Sharp Library Board Vice President

#### FY2025 Budget Worksheets

REVENUE	CITY OF MAXWELL LIBRARY WORKSHEET	REQUEST	BUDGET
NUMBER	ACCOUNT TITLE	FY25	FY25
001-410-4440	STATE GRANTS - LIBRARY		2,000
001-410-4465	COUNTY LIB CONTRIBUTIONS		13,800
001-410-4705	LIBRARY PRIVATE DONATION		400
	TRANSFERS INTO GENERALI FROM LIBRAR	Y TRUST	5,000
	LIBRARY TOTAL EXPENDITURES		21,200
008-910-4830	TRANSFER IN	-	-
008-999-8888	LIBRARY TRUST TOTAL	-	
EXPENSE	CITY OF MAXWELL LIBRARY WORKSHEET	REQUEST	BUDGET
NUMBER	ACCOUNT TITLE	FY25	FY25
001-410-6010	SALARY - LIBRARY	19,500	19,500
001-410-6110	FICA/MEDICARE - LIBRARY	1,500	1,500
001-410-6130	IPERS - LIBRARY	1,850	1,850
001-410-6320	GROUNDS MAINT/REPAIR - LIBRARY	5,500	200
001-410-6373	TELEPHONE - LIBRARY	3,750	3,370
001-410-6419	TECHNOLOGY SERVICES	3,000	1,600
001-410-6502	LIBRARY MATERIALS - LIBRARY	10,000	8,400
001-410-6505	EQUIPMENT - LIBRARY	2,500	600
001-410-6506	OFFICE SUPPLIES - LIBRARY	2,000	700
001-410-6727	CAPITAL EQUIPMENT - LIBRARY	5,000	5,000
001-410-8888	LIBRARY TOTAL EXPENDITURES	54,600	42,720
008-910-6910	TRANSFER OUT		5,000
008-999-8888	LIBRARY TRUST TOTAL		5,000

#### **RESOLUTION 2015-03**

A RESOLUTION TO CREATE SEPARATE TRUST ACCOUNTS IN THE SPECIAL REVENUE FUND FOR FIRE, EMS, AND LIBRARY TO BE USED AS SAVINGS ACCOUNTS FOR CAPITAL EXPENSES NOT BUDGETED IN A SINGLE YEAR.

WHEREAS, THE CITY COUNCIL OF THE CITY OF MAXWELL, IA., believes it is the best interest of the residents of the City to establish separate Trust accounts in the Special Revenue Fund, and

WHEREAS, such accounts act as separate savings accounts for the Fire, EMS and Library activities allowing the City Council, by resolution, to move funds from the General Fund to the appropriate Trust account thus saving over multiple years for capital purchases which cannot be budgeted in a single year, and

WHEREAS, such accounts will also act as separate savings accounts for the deposit of funds received by the City and earmarked by the grantor of the funds for specific Fire, EMS or Library purposes as envisioned by Resolution 2014-25 passed on the 7<sup>TH</sup> day of July, 2014 by the Maxwell City Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Clerk is directed to create the following Special Revenue accounts as separate funds:

Fire Department Trust Fund

Washington Township Fire Trust Fun	Washington Township Fire Trust Fund						
EMS Department Trust Fund	EMS Department Trust Fund						
Library Trust Fund							
Moved By: Susan Livesay	Seconded By: Mike Gustafson						
Roll Call Vote: 5 ayes 0 nays							
PASSED AND APPROVED THIS S	5 <sup>TH</sup> DAY OF JANUARY, 2015						
ATTEST:	STEVE GAST, MAYOR						
DEBRA HAYES, CITY CLERK							

#### **Typical Budget Timeline**

\*Dates noted by an asterisk are statutory deadlines or requirements.

Budget Timeline	Date
City elected officials and staff members meet to hold preliminary budget discussions and schedule formal work sessions and budget adoption dates	November and December
City department heads give budget and proposals to city finance officer	Early January
Budget work session(s) with staff members and city council	January 19 (some cities may hold additional work sessions and would add those into their schedule)
City finalizes budget plan to complete information required in Proposed Tax Rate form; council schedules Proposed Tax Rate public hearing	March 2
City submits Proposed Tax Rate form to Iowa Department of Management	March 5*
Notice of hearing on Proposed Tax Rate published	March 26
Public hearing on Proposed Tax Rate (state code requires this hearing to be held separately of any other city council meeting and no other business may be discussed	April 6
Council receives and adopts final proposed budget and schedules public hearing (this can be done in the same evening as the Proposed Tax Rate hearing, but it must be set up as a separate, regular council meeting)	April 6
Notice of hearing on adoption of final budget published	April 9
Budget hearing and adoption of final budget by resolution	April 20
Certified budget to county auditor and filed with IDOM	April 30*
Persons affected by the budget have 10 days after the date of certification to file a written protest	May 10*
DOM certifies taxes back to county auditor	June 15*
Budget takes effect	July 1*

**NOTICE REQUIREMENT:** Notice of the hearing on the Proposed Tax Rate and of the proposed annual budget must be given not more than 20° days nor less than 4° days before the date of the hearing.

**DETAILED BUDGET:** The detailed budget must be available for public inspection at least 10\* days before the final budget hearing and 20\* days before final date for certification, and is to be available at the clerk's and mayor's offices and the public library, or posted at three places designated by ordinance if there is no library.

# JANUARY 2026

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SATURDAY	ю	0	4	24	<u>8</u>	
FRIDAY				25		
THURSDAY	New Year's Day City Hall Closed	σ.	5	22	29 30	
WEDNESDAY		7	6:00 Regular Council Meeting	2]	28 ?Budget Work Session?	
TUESDAY		V	<b>2</b> 1	20	27	
MONDAY		S	Z.	<u>٥</u>	26	
SUNDAY		4	п	<u>ಐ</u>	25	

# FEBRUARY 2026

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WEDNESDAY	4	1) 6:00 Regular Council Meeting	81	?Budget Work Session? -Finalize budget plan to complete proposed tax rate form (Due March 5)
TUESDAY	NO.	01	41	24
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MONDAY				
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SUNDAY				
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## MARCH 2026

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SATURDAY	7	14	23	28		
FRIDAY	<b>~</b>	51	20	27		
THURSDAY	Proposed Tax Rate Form due to DOM (Wendy) State Deadline	22	61	26		
WEDNESDAY	4	n 6:00 Regular Council Meeting	<u>8</u> 2	25		
TUESDAY	ю	O.	41	24	<u>13</u>	
MONDAY	2	6	<b>S</b> 2	25	30	
SUNDAY	-	ω		22	29	

## APRIL 2026

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SATURDAY	4	=	શ	25	
FRIDAY	ю	0.	4	24	
THURSDAY	7	0.	2	23	Sertified Budget to Auditor (Wendy) State Deadline
WEDNESDAY		6:00 Public Hearing on Proposed Tax Levy Rate & Resolution (Has to be its own separate meeting) —15 Minute Break— 6:15 Regular Council	6:00 Budget Hearing & Adoption of Final Budget by Resolution	22	29
TUESDAY		7	41	2]	28
MONDAY		0	51		27
SUNDAY		'n	2		56

SET DATE FOR HEARING ON DEVELOPMENT AGREEMENT AND TAX INCREMENT PAYMENTS

(JAMC REAL ESTATE SOLUTIONS, LLC)

427106-3

Maxwell, Iowa

December 10, 2025

A meeting of the City Council of the City of Maxwell, Iowa, was held at 6:00 p.m., on December 10, 2025, at the City Hall, Maxwell, Iowa, pursuant to the rules of the Council. The Mayor presided and the roll was called, showing members present and absent as follows:

Present:	
	·
set out and moved its adoption, secon after due consideration thereof by the	introduced the resolution next hereinafter nded by Council Member; and e Council, the Mayor put the question upon the adoption of led, the following named Council Members voted:
Ayes:	
Nays:	·
Whereupon, the Mayor declar	red said resolution duly adopted, as follows:

#### **RESOLUTION NO. 2025-49**

Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with JAMC Real Estate Solutions, LLC, Including Annual Appropriation Tax Increment Payments

WHEREAS, the City of Maxwell, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Maxwell Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this City Council will adopt an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into an agreement (the "Development Agreement") with JAMC Real Estate Solutions, LLC (the "Developer") in connection with the construction by the Developer of public infrastructure necessary for the development of a residential subdivision in the Urban Renewal Area; and

WHEREAS, under the Development Agreement the City would provide financial incentives to the Developer in the form of (i) an economic development grant in an amount not to exceed \$80,000; and (ii) annual appropriation incremental property tax payments in an amount not to exceed \$520,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Maxwell, Iowa, as follows:

- Section 1. This Council shall meet on January 14, 2026, at 6:00 p.m., at the city hall at 107 Main Street, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the Payments.
- Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

## NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH JAMC REAL ESTATE SOLUTIONS, LLC AND AUTHORIZATION OF ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Maxwell, Iowa, will meet at the city hall at 107 Main Street, on January 14, 2026, at 6:00 p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and JAMC Real Estate Solutions, LLC (the "Developer") in connection with the construction by the Developer of public infrastructure necessary for the development of a residential subdivision in the Maxwell Urban Renewal Area, which Agreement provides for certain financial incentives in the form of (i) an economic development grant in an amount not to exceed \$80,000; and (ii) incremental property tax payments (the "Payments") to the Developer in an amount not to exceed \$520,000 as authorized by Section 403.9(1) of the Code of Iowa.

The commitment of the City to make the Payments to the Developer under the Development Agreement will not be a general obligation of the City, but such Payments will be payable solely and only from incremental property tax revenues generated within the Maxwell Urban Renewal Area. Payments under the Development Agreement will be subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Maxwell, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Wendy Crabtree City Clerk

Section 3. repealed.	All resolutions or par	ts of resolutions	in conflict	herewith	are	hereby
Passed and ap	oproved December 10, 20	)25.				
		Mayou		-	~···	
		Mayor				
Attest:						
City Clerk						
		• • • •				
On motion and	d vote the meeting adjou	rned.				
		Mayor				
Attest:						
City Clerk						

STATE OF IOWA STORY COUNTY CITY OF MAXWELL

SS:

I, the undersigned, City Clerk of the City of Maxwell, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this	_ day of	, 2025.	
	City Clerk	<u> </u>	

(Attach here the publisher's original affidavit with clipping of the notice as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)

#### **RESOLUTION 2025-50**

### A RESOLUTION SETTING FEES FOR PRELIMINARY AND FINAL PLAT REVIEWS BY THE PLANNING AND ZONING COMMISSION

WHEREAS Section 170.04 of the Maxwell city code requires that before a preliminary plat or final plat shall be considered by the Planning and Zoning Commission, the applicant or agent shall deposit with the city clerk a fee set by council resolution; and

WHEREAS the city council finds it necessary to establish such fees to ensure proper review of plats and to recover costs incurred by the city in the examination, review, and inspection of subdivision improvements;

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

1. Preliminary Plat Filing Fee: The applicant shall deposit with the city clerk a fee of \$\_\_\_\_\_ at the time of filing a preliminary plat.

2. Final Plat Filing Fee: The applicant shall deposit with the city clerk a fee of \$\_\_\_\_\_ at the time of filing a final plat.

3. Engineering Review Charges: In addition to the filing fees, the subdivider shall pay all

legal and engineering charges incurred by the city for the examination and review of the

preliminary and final plats.



#### Outlook

#### **Nov Fire Report**

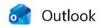
From Anthony Ness <tnyness@gmail.com> Date Wed 11/12/2025 3:21 PM Maxwell City Clerk, (Wendy Crabtree) <cityclerk@maxwell.iowa.gov>

# of calls 2 with 8 people

injuries or accidents - none

special events - Santa will be at the station Dec 20th

Anything the city needs to do - no



#### Fire meeting notes

From LanceSusanBrett Livesay livesaysl@yahoo.com>

Date Mon 11/17/2025 7:23 PM

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

Fire Department Meeting November 17, 2025

Tony N, Scott J, Derek R, Wyatt L, Susie L, Kenik P, Jim H, Shawn Z, Lawson D, Ryan L

Visitors- none

Meeting called to order 7:04 pm

Citizen's forum - none

Reading of last month's minutes. Motion to approve Scott, seconded Jim

Old Business - none

Call Critique – 10-12; Hwy 210 and S27, semi roll over 2 people 11-17 NE 96 th st, 10-50 PI, 7 people Went to a controlled burn in Cambridge on Sunday.

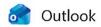
Chief's News - Fire 1 class is starting up in March 2026, get with Tony if you're interested.

Next training date December 7th will be the burn trailer, classroom at 8 am

Next fire meeting December 19th at 7pm New Business – Setting up What's App for the Fire Department.

Committee reports none.

Motion to adjourn 7:15 pm Jim, seconded Ryan.



#### EMS meeting notes

From LanceSusanBrett Livesay < livesaysl@yahoo.com>

Date Mon 11/17/2025 6:50 PM

To Cityof Maxwell <cityofmaxwell@hotmail.com>; Scott Johnson <johnsonscott@live.com>; Scott Johnson <maxwellems1163@gmail.com>

EMS Meeting November 17, 2025

Attendance- Tony N, Scott J, Derek R, Wyatt L, Susie L, Jamie N, Kenik P

Visitors- Shawn Z

Meeting called to order at 6:07 pm

Reading of previous months meeting minutes. Motion to approve Derek, seconded by Wyatt

Ordered in supplies, waiting to hear back on some protocols.

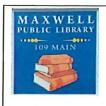
Have 3 empty oxygen tanks.

Call Critique -

Went over a few recent calls. Discussed any issues.

Will be scheduling Stop the Bleed Training.

Motion to adjourn Wyatt, seconded by Jamie. 6:26 pm



## **Library Board Report**

November 2025 (reporting for prior month)

#### **ATTENDANCE OF LAST MEETING OF BOARD OF TRUSTEES:**

Anna Baldwin

Director

Shawna Shivers

President

Amanda Sharp

Vice President

Jill Leonard

Secretary

Michele Hand

**BOOKS:** 

**MOVIES:** 

ATTENDANCE:

**BRIDGES:** 

Total- 249

Total- 56

**Total - 357** 

Total Out- 144 On hold-115

Children- 103 Adults-147

No school events: Oct 6<sup>th</sup> – 14

Oct  $6^{th} - 14$  Oct  $13^{th} - 15$ 

Oct 20th - 12 Oct 27th - 23

Halloween Party - 43

Computers-Adult- 29

Child - 53

\*\* new for library annual survey purpose

Printables - 120 Hot Spots-1

Open hours- 84/89

#### **CURRENT EVENTS**

- Monday activities began this month
- Served over 250 cups of cocoa for Beggar's night to kids & adults
- Received Story County Community Foundation grant submitted by MARC for ADA compliant back door
- Exterior building brick repair complete

#### **UP COMING EVENTS**

- Author visit/book signing Dec 2<sup>nd</sup> 5:30
- Annual Holiday party w/fire dept. Dec 20<sup>th</sup> 10:30-11:30
- Continued policy reviews

Friends of the library annual cook off planning

## Maxwell Public Library Agenda Board of Trustees Thursday October 16, 2025 6:00 PM @ Maxwell Public Library

Meeting of the Maxwell Public Library Board of Trustees was called to order at 6:01 pm on Thursday, October 16, 2025, in person at the library. Board members in attendance were Michele, Amanda, Jill, Shawna & Library Director, Anna.

- 1. Call to order
- 2. Roll call
- 3. Approval of agenda- 1st Jill 2nd Michele
- 4. Consent items
  - a. Approval of August 2025 minutes-1st Michele 2nd Amanda
  - b. Approval of August 2025 bills -1st Amanda 2nd Jill
- 5. Reports
  - a. Director's Report
    - i. Was reviewed Oct 30th is Trick or Treat night at the library
  - b. Friends Board
  - c. Grants
    - i. Should know something at the beginning to mid November
- 6. Business
  - a. Vote and/or discuss Resolution received in September 2025
  - i. We discussed and will have a Special Meeting Oct 27th at 6pm to review this with a city official
  - b. Vote and/or discuss Budget
    - i. Discussed FY27 Budget planning will start next month
  - c. Vote and/or discuss City Codification Review
  - i. Reviewed and made suggested changes We need some clarification on a couple topics which will be addressed in an email to the city clerk.
  - ii. Shawna to update our changes to have them turned into the city by requested date
  - d. Vote and/or discuss policy
    - i. Up to date on reviewing policies Reformatting is still in the works on some
    - e. Vote and/or discuss Board Training
      - i. We spent 40 minutes on library & city budget amendments tonight

#### 7. Open Forum-

- a. We now have a board member gmail address Shawna will work to get everything moved into that drive. The library documents will then be easier to access for all of the board members.
- b. Next meeting we will discuss:
  - i. Compensation tool kit
  - ii. Pay scales
  - iii. Gift policy
  - iv. Budget proposal/other line items
- c. Special meeting Oct 27th at 6pm
- d. Regular meeting Nov 11th at 6pm
- 8. Adjourn -8:13pm 1st Jill 2nd Michele

#### Outlook

#### **Nov Public Works**

From Anthony Ness <tnyness@gmail.com>

Date Wed 11/12/2025 3:33 PM

To Maxwell City Clerk, (Wendy Crabtree) <cityclerk@maxwell.iowa.gov>

#### Streets

-nothing new

#### Water

- -pumped 2,300,361 gallons
- -sold 1,211,392 gallons
- -backwash 57,178 gallons
- -pulled bacteria sample for new water main today, waiting for results
- -drain line for water plant has been cleaned and it helped

#### Sewer

- -pumped 3,578,000 gallons
- -storm lines for NE section of town was a total failure, need to come up with a new plan
- -sewer lines have been cleaned and inspected
- -lift station has been cleaned

#### Parks

-ready to shut down restrooms

#### December Clerk Report

- Working on Simple City year end items for accounts payable and payroll
- Preparing for budget season
- Taking GWorks University modules as time allows



## Maxwell Parks and Open Spaces/Tree Board Report to City Council November 12, 2025

The Maxwell Parks and Open Spaces/Tree Board has been busy winding up grant projects.

#### Report on activities:

**Scout Park**: we now have both fire pit/grills for Scout Park. One is the accessible fire pit by a grant from the lowa Foundation for Parks and Recreation; the other is an open fire pit with a small grill to be placed adjacent on the cement pad. The second fire pit was procured from R.J. Thomas and picked up November 5, 2025 [cost to City of about \$333.00 from Park/OS funds]. Public Works and Parks Committee will meet November 14 to determine exact placement. After consultation it was decided to install two firepits right on the cement base [instead of on fire brick – it being determined that any campfires would probably not cause appreciable damage to the concrete]. This approach saves the cost of purchasing and installing landscape block around the firepits. Although the landscape blocks may be a desirable addition later.

We hope to have a grand opening for the firepits yet this fall. Please consider attending!

The **Eagle Scout flag retirement fire pit** near the Freedom Rock is awaiting the concrete. Planning and fundraising continues with installation projected for spring 2026.

Heart of Iowa Nature Trail: After using the trail, the last time in cool weather, Jody consulted City Council members on the desirability of purchasing and installing small signs below the Restroom signs on the Trail that read "Restrooms closed for the Season". The Trail has had good use after the grand opening, and with walking and snowmobile seasons approaching, the thought was that Trail users needed to know that

rptParksOStoCC\_111225

restrooms would not be available once we have freezing weather. Public Works will determine when to put up the signs. The signs cost about \$55.00 each from First Class Signs, Ames, and three were purchased.

#### **COMING UP:**

We need to apply for our third year Trees Forever designation.

We are watching for grants for:

Paint Iowa Beautiful - Concession Stand/Restrooms at Legion Park/soccer fields.

Trees for Legion Field/Soccer fields.

Hammock stands for Scout Park

Build/Paint picnic tables at various parks (local youth groups could help as a project)

Trail head improvements for HOINT

#### **OTHER PROJECTS:**

Additional grant possibilities for ie. Fire Station roof

Jody Gast, Chair

Maxwell Parks and Open Spaces/Tree Board



## Maxwell Parks and Open Spaces/Tree Board Report to City Council December 10, 2025

The Maxwell Parks and Open Spaces/Tree Board activities since last City Council meeting:

#### Report on activities:

**Scout Park**: Jody held an impromptu gathering to try out the two firepits—grilling and using cast iron pots. The proposed positioning seemed fine, so Public Works can cement them in and they are ready for use. Grand opening will have to wait for spring now.

**Heart of Iowa Nature Trail**: Three "Restroom Closed for Season" signs were purchased and Public Works will determine when to put up the "restroom closed" signs.

#### **COMING UP:**

Working on next Tree City USA application, due Dec. 31.

We are watching for grants for:

Paint Iowa Beautiful - Concession Stand/Restrooms at Legion Park/soccer fields.

Trees for Legion Field/Soccer fields.

Hammock stands for Scout Park

Build/Paint picnic tables at various parks (local youth groups could help as a project)

Trail head improvements for HOINT

Jody Gast, Chair

Maxwell Parks and Open Spaces/Tree Board

rptParksOStoCC121025



#### **RE: Maxwell Council Vacancy**

From Lucy J. Martin <LMartin@storycountyiowa.gov>

Date Tue 11/18/2025 12:39 PM

To Wendy Crabtree <cityclerk@maxwell.iowa.gov>

Cc Victoria L. Skalinski <VSkalinski@storycountyiowa.gov>; Kevin C. Norris <KNorris@storycountyiowa.gov>

Thanks, Wendy.

If the city is successfully petitioned for a special election, that will be held on March 3, 2026. The appointee will serve until the election is certified and the winner sworn in.

I'll work up a complete timeline so you'll have the info/dates for the December 10 meeting.

Lucy Martin Story County Auditor & Commissioner of Elections 900 6<sup>th</sup> St. Nevada, IA 50201 (515) 382-7210

From: Wendy Crabtree <cityclerk@maxwell.iowa.gov>

Sent: Tuesday, November 18, 2025 9:46 AM

To: Lucy J. Martin <LMartin@storycountyiowa.gov>

Cc: Victoria L. Skalinski < VSkalinski@storycountyiowa.gov>; Kevin C. Norris < KNorris@storycountyiowa.gov>

Subject: Re: Maxwell Council Vacancy

**Caution:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe

The council minutes have been submitted to the Tri County Times for publication. Please note that the resignation is recorded under item #19 in the meeting notes. Please let me know if you need anything else.

Thanks, Wendy

Wendy Crabtree
City of Maxwell City Clerk
107 Main Street
Maxwell, Iowa 50161
515-387-8655



Please be aware messages sent and received on this e-mail may become public record.

### State of Iowa Petition Requesting Special Election

Election Information			
We hereby request that an election be held for the purpose listed below as the undersigned  eligible electors OR registered voters of (Name of city, school district, county, or other jurisdiction)			
Purpose of Special Election (Please check one box.)			
To fill a vacancy in the office of:			
City Council			
OR To vote on the following public measure:			
Iowa Code section authorizing this special election: <u>Towa Code Section</u> 372.13			

Sign your name	Address where you live	in lowa:	
	House number and street	City	Today's Date
1. full	701 Main St	Maxwell	11.13.25
2. 256 Whi	611 Rock (reck	Maxwell	11-13-25
3. Melaniolihop	611 Rock Creek Dr.	Maxwell	11-18-202
4. Peny Sur	700 Rock Creek	Maxwell	11-13-25
5. LANCE LIHESM	201 WWD (gran)	mull	11.137
6. Lusan Russey	201 Wordlawn St	maxwell	11-13-25
7. Samo R. Wess	603 ROCK Street	Maywell	11/13/25
8. Walter Ratte	613 Rock Creek Dr.	maxwell	11/13/25
9. Suntry of Mary	LOB. Rock Crrck Dr.	Maxwell	11-14-25
102 hamas Kalenton	215 549 51	Maxuell	11-4-25
11. Drana tokt	608 30 St	Maywell	11-14-25
12. Milmir gammer	317 Main St	Maxwell	11-17-25
13. Seatt / h	317 Main St	Maxwell	11-17-25
14. Wants Prier	429 Main St	marceu	11-17-25
15. Kenik Pierce	SK Brand St	Marbuer	11-17-25
16. lynkan	309 Main ST	Maxwell	11-17-25
17. Kgn Hann	424 Woodlacen St	Matwell	11-21-25
18. Marty Portet	6/4 Rock Creek BF	Myxwell	H-21-25
19. Jan Pur	614 Rock Cruk D	Maywell	11-21-25
20. Come Hoop	209 Ashlard St.	Maxwell	11/24/25

Prepared by the Iowa Secretary of State's Office

Revised 6/09

## Petition for Special Election to fill vacancy of Maxwell City Council in accordance with Iowa Code 372.13.

Name  Address  Signature  Address  Date  Address  Daywell fa 50161
Date Signature
11-16-25
Name Address 200 44
Date Signature 520 Maxwells
11/025 Signature See William
Helly Werse 520 maxwell St - Maywell
Felly Werse 520 maxwell St-Maywell  Date Signature Kelly Ween
11.16.25 statisfaller
Name Justin Ichgay  Date  Signature  Address  H21 Maxwell st
Date Signature Multiple Signature
Name Address
Name Jayme Tongay Address Hall Maxwell St  Date Signature
Date Signature Jarry and
Name LISA HUUSON Address 217 AShford St
Date Signature Signature
Name Address
Josh Holemer 221 Metcalf St Date Signature
11.16.25 Signature
Name R. D. Italia 420 ASHFORD
Date Richard Signature
Name Address
Kray Shiners 409 Ashbord St. Maxwell, IA Signature
1-16:25 Wi
lame Address
Shawna Shires 4041 rehisord St Maximum
Pate Signature
1-14-25 Smar

## Petition for Special Election to fill vacancy of Maxwell City Council in accordance with fowa Code 372.13.

Name Address (150 17 17 18 17 18 18 18 18 18 18 18 18 18 18 18 18 18
Jim Tongay 4216TH ST.
IDate Signature/
11-16-25
Name . Address
Aiden Sdoman 421 Gth Street
Date Signature 1
Date 1/16/2025 Celler Idamen
Name Address Pitchorells 603 North S
Date Signature
Date Signature
THE SHOPE OF THE S
Name
RUSTIA BOJAT 606 North St.
Date / Signature (
11/16/25 - TWIN DOWN
Name Address ( )
Koleton Goering 608 north Street
Date Signature Signature Signature Signature
Elaine Muhr 511 North St.
Date Signature
Date Signature Mohr
11-10 as Culture 1, 1010
Name Jake Thompson Address 205 Woodlan 1
31/11 1900/1950
Date Signature
11/16/2) South office
Name Address
BARRY ZEBER ZZI WOODLAWN ST
Date Signature Bull
11-14/25
Name Address
Date 11-14-2025 Signature
11-14-2025
Name Address
Miranda corg 428 main st
Pate Signature Signature
11111111111

## Petition for Special Election to fill vacancy of Maxwell City Council in accordance with Iowa Code 372.13.

	. 07	
Name	thris pitts	425 Byllwin St Maxvell, IA
Date // -	Signature	chri pus
Date	Cites Pitts Signature	Address 2 (25 Baldwin & Maxwells &
Name		Address
	oignature	209 METCALF ST MAXWELL, IA
Name Mate Date	tthew Cony Signature -25	Address 428 Main St Maxwell, Ia
Name		Address
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Mayor Dale Higgins Maxwell City Hall Maxwell, IA 50161

Subject: Letter of Intent - City Council Vacancy

Dear Mayor Higgins

I am writing to formally express my interest in filling the current vacancy on the Maxwell City Council. As a resident of Maxwell for the past two years, a volunteer firefighter and EMT for the past seven, and the manager of a small agricultural business, I have developed a strong commitment to service, responsibility, and community growth.

My years in emergency services have given me valuable experience working under pressure, communicating effectively, and making critical decisions that impact public safety. These roles have also deepened my appreciation for the dedication of our first responders and the importance of supporting them with the resources and leadership they need.

In managing an agricultural business, I have gained practical experience in budgeting, resource management, and long-term planning. I understand the importance of fiscal responsibility and strategic decision-making — principles I would bring to the City Council to ensure that public funds are managed wisely and transparently.

If appointed, I would focus on three key areas:

- **Economic Development** promoting sustainable growth and supporting local businesses to strengthen our community's economic base.
- Public Safety advocating for the continued support and development of our emergency services.
- Public Relations fostering open, honest communication between city leadership and residents to build trust and engagement.

I am proud to call Maxwell home and would be honored to serve in a role that helps shape its future. I look forward to the opportunity to bring my experience and dedication to the Council in service of our community.

Thank you for your time and consideration.

Derch Rothe

Respectfully,

Derek Rothe

Derek Rothe for Maxwell City Council

I'm running for City Council because I believe our community deserves transparent

leadership focused on public input, economic growth, and fiscal responsibility.

Why I Didn't Run in the Regular Election?

I did not run in the regular election because the vacancy occurred after the election concluded. My decision to step forward comes in response to this unexpected opening,

and I believe the community deserves the chance to vote rather than have the seat filled by

appointment.

Why a Special Election?

Residents should have a voice in filling this vacancy, not an appointment process. I know that this will in turn cost the city money to fulfill, but I feel that the citizen's input is being

taken away when the appointment process is being used.

My Priorities:

Economic Development – promoting sustainable growth and supporting local businesses.

Public Safety – advocating for continued support of emergency services.

Public Relations – fostering open, honest communication to build community trust.

**About Me:** 

Resident of Maxwell for the past 2 years.

Manager of a small agricultural business.

Volunteer Firefighter/EMT for 7 years.

Contact:

Email: drrothe.iastate@gmail.com

Phone: 712-269-6417

113

November 24, 2025

City of Maxwell 107 Main Street Maxwell, Iowa 50161

#### To City of Maxwell

After running as a Maxwell City Council candidate during the November 4, 2025 election, I am writing to submit my application for appointment to the open, at large seat of the Maxwell City Council. As a resident of this community for the past 30 years, I have seen firsthand the changes and challenges our city faces. I believe that I have the skills, experience, and dedication to help continue shaping our city's future.

For many years I, along with other parents of Collins-Maxwell kids, led successful youth and middle school and high school sports teams. As a member of the Park and Rec Committee, I helped establish a self-supporting program and upgraded equipment and facilities. As a coach, I focused on skills and team play which stressed the importance of sportsmanship and respect for opponents.

My commitment to fiscal and financial health is an area of strength I will bring to the City Council. My experience as a Certified Public Accountant and Auditor includes financial analysis, validation and statement preparation in both the public and private sectors.

Accompanying this strength is the ability to interpret the essence of regulations, rules and contract terms—the application of which is done on a case-by-case base with reference to interpretive guidance. This strength is directly applicable to the interpretation of laws, ordinances and agreement terms applicable to a municipality.

I believe that it is essential for elected officials to be accessible and responsive to their constituents. If appointed, I will work to strengthen our community to promote harmony over personal interests.

Regards,

Perry Balke

1000 Rock Creek Dr.

wiffeell

Maxwell, Iowa

Brandon Norton 223 Woodlawn Street Maxwell, IA

Dear Maxwell City Council Members,

Boundon Notten

My name is Brandon Norton, and this letter confirms my intent for the consideration to fill the vacant position on the Maxwell City Council.

I have been a part of the Maxwell community for my entire life and have been an in-town resident since 2017. With a background in industrial construction, I hope my knowledge base will benefit the community.

Thank you for your time and consideration. I look forward to the opportunity to serve our community in this important role.

Sincerely,

**Brandon Norton**