

PUBLIC NOTICE

THE MAXWELL CITY COUNCIL WILL HOLD A REGULAR COUNCIL MEETING ON MONDAY, MARCH 6, 2023, AT 6:00 PM AT MAXWELL CITY HALL, 107 MAIN STREET, MAXWELL, IA

The City of Maxwell will be allowing residents to join this city council meeting via a conference call. If you would like to participate, just before the meeting start time, you must call 844-855-4444 and enter this access code: 471070 no earlier than 5 minutes prior to meeting.

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. CITIZENS' FORUM
5. DEPARTMENTAL REPORTS
 - a. SHERIFF
 - b. FIRE DEPT
 - c. EMS DEPT
 - d. LIBRARY
 - e. PUBLIC WORKS
 - f. CITY CLERK
 - g. ENGINEER
 - h. PARKS AND OPEN SPACES BOARD
6. PUBLIC HEARING
 - a. NA
7. BUSINESS
 - a. DISCUSSION AND ACTION ON PARKING AT ROCK CREEK BIBLE CHURCH-JIM MYERS
 - b. DISCUSSION AND ACTION ON CITY INSURANCE
 - c. DISCUSSION AND ACTION ON ORDINANCE CHANGE FOR R-2 DISCTRICTS TO ALLOW TWIN HOMES
 - d. DISCUSSION AND ACTION ON FY 2024 CITY BRIDGE FUNDING AGREEMENT
 - e. DISCUSSION AND ACTION ON AGREEMENT FOR BRIDGE REPLACEMENTS ON 325TH STREET
 - f. DISCUSSION AND ACTION ON SCOPE OF WORK FOR WATER TREATMENT PLANT IMPROVEMENTS
 - g. DISCUSSION AND ACTION ON SOCCER FIELD USE
 - h. DISCUSSION AND ACTION ON LIBRARY REQUEST FOR BUDGET AMENDMENT
 - i. DISCUSSION AND ACTION ON MEUSBURGER PROPOSAL
 - j. DISCUSSION AND ACTION ON CLEAN-UP DAY
 - k. DISCUSSION AND ACTION ON OPEN PUBLIC WORKS ASSISTANT POSITION
 - l. DISCUSION AND ACTION ON BUDGET PLANNING FOR FISCAL YEAR 2023/2024
8. COUNCIL AND MAYOR REPORTS
 - a. GAST
 - b. MYERS
 - c. LAWRENCE
 - d. MILLER
 - e. JANS
 - f. HUDSON
9. CONSENT AGENDA
 - a. APPROVAL FEBRUARY 6, 2023 MINUTES
 - b. APPROVAL FEBRUARY 13, 2023 MINUTES
 - c. APPROVAL FEBRUARY 27, 2023 MINUTES
 - d. APPROVAL CURRENT BILLS AS PRESENTED
10. ADJOURN

Date: 03-01-23

For Calls From: 02-01-23

To: 02-28-23

Total EMS page outs for Maxwell: 6

Pages Maxwell responded to 4

Avg Certified EMS Personnel Per Call: 1-2

Fireperson's to Assist: 1

EMS Monthly Meeting/Training Attendance: 8

Monthly Truck Check Complete? Yes If no, why not?

Monthly CQI Completed? Completed by SCMC

Vehicle Maintenance Needing Done?

Anything needed from the City Council? Call volume from 2022 is attached.

Notes: Tahoe build is complete. Waiting for lettering to come in to go back to Karl's.

EMS meeting

LanceSusanBrett Livesay <livesaysl@yahoo.com>

Mon 2/20/2023 8:18 PM

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

EMS Meeting February 20, 2023

Members present; Susie L, Tony N, Ryan L, Shelly R, Jamie N, Joel W, Jerry H, Shelby P

Visitors present none

Meeting called to order at 6:33 pm

Old Business – Reminder to log in and complete your training

Dispatched for 118 calls and we had 90 run reports in 2022

New Business – Truck checks sheets are in the drawer

New tahoe has lights but stickers are not in yet. Need to discuss the old rig at a future meeting.

Kathy Smith has applied for a few grants.

Chief comments == Dinner at Big Steer was a big success. Thank you to all that were able to come.

March 5th CPR recertification training at 8:30am

Motion to adjourn Shelly, second Jamie 6:55pm

**City Clerk
February 2023**

Miscellaneous Information:

- Working on FEMA. CAT Z is last category-clerical time. Should be completed in March
- Working through endpoint replacements approximately 16 left.
- Planning and Zoning Board was held February 28th.
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BUDGET REPORT
CALENDAR 3/2023, FISCAL 9/2023

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	60,260.00	.00	41,985.78	69.67	18,274.22
	EMERGENCY MANAGEMENT TOTAL	.00	.00	35,511.68	.00	35,511.68
	FLOOD CONTROL TOTAL	.00	.00	.00	.00	.00
	FIRE TOTAL	58,700.00	.00	23,953.97	40.81	34,746.03
	AMBULANCE TOTAL	52,780.00	.00	48,972.03	92.79	3,807.97
	BUILDING INSPECTIONS TOTAL	6,000.00	.00	5,984.06	99.73	15.94
	ANIMAL CONTROL TOTAL	500.00	.00	.00	.00	500.00
	PUBLIC SAFETY TOTAL	178,240.00	.00	156,407.52	87.75	21,832.48
	ROADS, BRIDGES, SIDEWALKS TOTA	47,396.00	.00	47,658.17	100.55	262.17
	STREET LIGHTING TOTAL	31,000.00	.00	19,752.00	63.72	11,248.00
	SNOW REMOVAL TOTAL	1,800.00	.00	2,230.62	123.92	430.62
	STREET CLEANING TOTAL	.00	.00	.00	.00	.00
	GARBAGE TOTAL	71,400.00	.00	52,064.25	72.92	19,335.75
	OTHER PUBLIC WORKS TOTAL	.00	.00	.00	.00	.00
	STORM WATER TOTAL	15,000.00	.00	625.00	4.17	14,375.00
	PUBLIC WORKS TOTAL	166,596.00	.00	122,330.04	73.43	44,265.96
	WATER,AIR,MOSQUITO CONTRO TOTA	2,000.00	.00	.00	.00	2,000.00
	OTHER HEALTH & SOC SERV TOTAL	480.00	.00	.00	.00	480.00
	HEALTH & SOCIAL SERVICES TOTA	2,480.00	.00	.00	.00	2,480.00
	LIBRARY TOTAL	28,100.00	.00	16,510.16	58.76	11,589.84
	PARKS TOTAL	67,370.00	.00	84,279.29	125.10	16,909.29
	CEMETERY TOTAL	21,000.00	.00	5,775.00	27.50	15,225.00
	OTHER CULTIRE & REC TOTAL	.00	.00	.00	.00	.00
	CULTURE & RECREATION TOTAL	116,470.00	.00	106,564.45	91.50	9,905.55
	COMMUNITY BEAUTIFICATION TOTA	.00	.00	.00	.00	.00
	ECONOMIC DEVELOPMENT TOTAL	3,500.00	.00	.00	.00	3,500.00
	PLANNING & ZONING TOTAL	1,000.00	.00	.00	.00	1,000.00
	COMMUNITY & ECONOMIC DEV TOTA	4,500.00	.00	.00	.00	4,500.00
	MAYOR/COUNCIL/CITY MGR TOTAL	6,920.00	.00	7,168.18	103.59	248.18
	CLERK/TREASURER/ADM TOTAL	58,450.00	.00	36,158.98	61.86	22,291.02
	ELECTIONS TOTAL	.00	.00	.00	.00	.00
	LEGAL SERVICES/ATTORNEY TOTAL	18,000.00	.00	12,516.58	69.54	5,483.42
	CITY HALL/GENERAL BLDGS TOTAL	49,100.00	.00	24,082.19	49.05	25,017.81
	TORT LIABILITY TOTAL	20,520.00	.00	502.60	2.45	20,017.40
	GENERAL GOVERNMENT TOTAL	152,990.00	.00	80,428.53	52.57	72,561.47

BUDGET REPORT
CALENDAR 3/2023, FISCAL 9/2023

PCT OF FISCAL YTD 75.0%

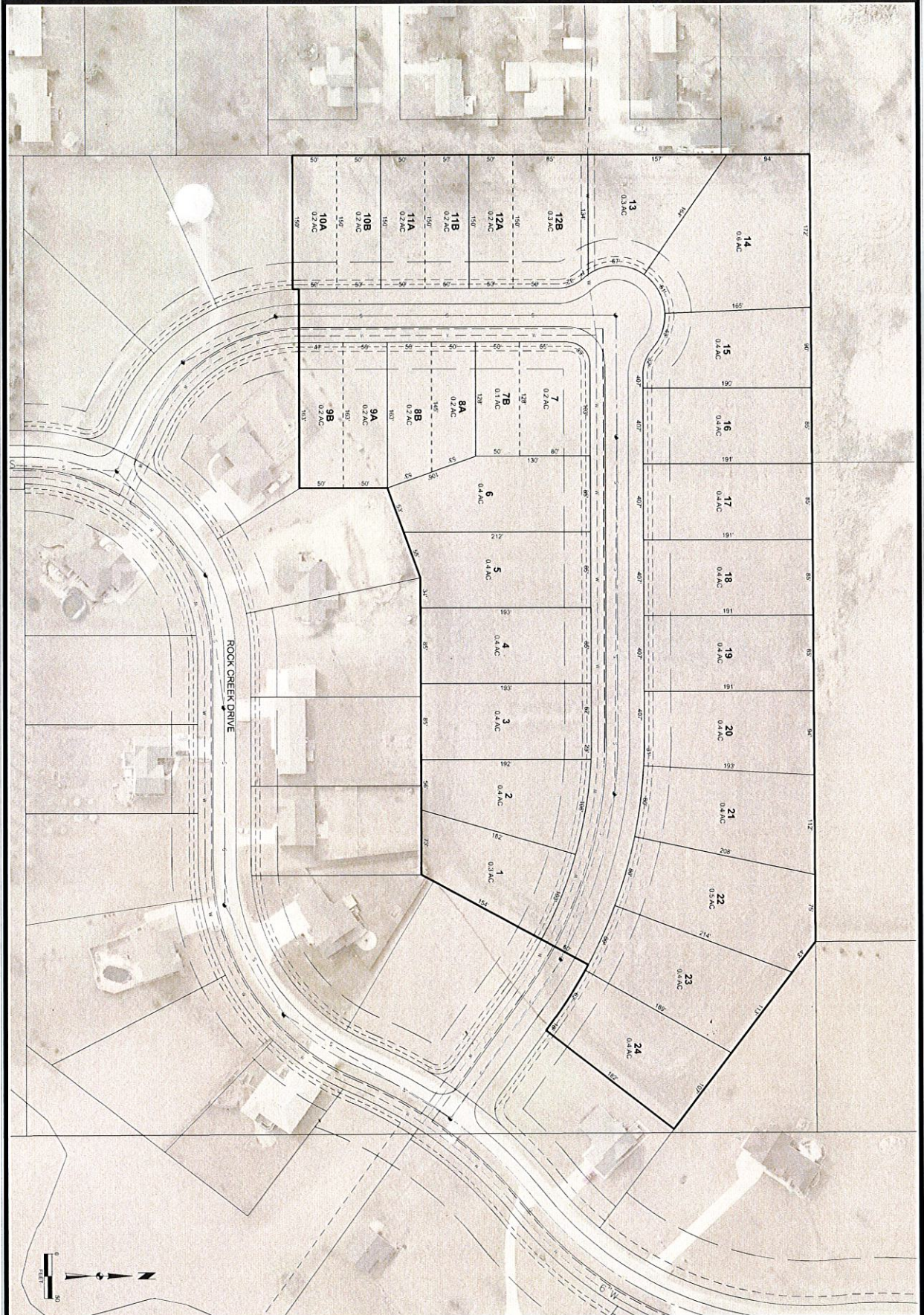
ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	ROADS, BRIDGES, SIDEWALKS TOTA	.00	.00	.00	.00	.00
	WATER TOTAL	.00	.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TOTAL	95,680.00	.00	14,340.00	14.99	81,340.00
	STORM WATER TOTAL	.00	.00	.00	.00	.00
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	DEBT SERVICE TOTAL	95,680.00	.00	14,340.00	14.99	81,340.00
	EMERGENCY MANAGEMENT TOTAL	.00	.00	21,930.70	.00	21,930.70-
	ROADS, BRIDGES, SIDEWALKS TOTA	5,000.00	.00	45,940.50	918.81	40,940.50-
	STORM WATER TOTAL	.00	.00	.00	.00	.00
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	CAPITAL PROJECTS TOTAL	5,000.00	.00	67,871.20	1,357.42	62,871.20-
	WATER TOTAL	147,630.00	.00	109,552.81	74.21	38,077.19
	SEWER/SEWAGE DISPOSAL TOTAL	330,801.00	.00	147,340.31	44.54	183,460.69
	STORM WATER TOTAL	.00	.00	.00	.00	.00
	TRANSFERS IN/OUT TOTAL	.00	.00	.00	.00	.00
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	ENTERPRISE FUNDS TOTAL	478,431.00	.00	256,893.12	53.69	221,537.88
	TRANSFERS IN/OUT TOTAL	400,187.00	.00	124,000.00	30.99	276,187.00
	GENERAL REVENUES TOTAL	.00	.00	.00	.00	.00
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	TRANSFER OUT TOTAL	400,187.00	.00	124,000.00	30.99	276,187.00
	=====	=====	=====	=====	=====	=====
	TOTAL EXPENSES BY FUNCTION	1,600,574.00	.00	928,834.86	58.03	671,739.14
	=====	=====	=====	=====	=====	=====

TREASURER'S REPORT
CALENDAR 2/2023, FISCAL 8/2023

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	98,283.89	10,381.97	26,240.92	1,465.65	83,890.59
004 EMS DEPT TRUST	282.56	.00	.00	.00	282.56
005 FIRE DEPT TRUST	36,550.39	.00	.00	.00	36,550.39
008 LIBRARY TRUST	23,048.56	.00	.00	.00	23,048.56
016 WASHINGTON TWSHP TRUST	174,066.76	.00	.00	.00	174,066.76
019 EMERGENCY TRUST	36,400.00	.00	.00	.00	36,400.00
110 ROAD USE TAX	189,966.42	9,821.86	1,383.88	.00	198,404.40
111 I-JOBS	1,114.35	.00	.00	.00	1,114.35
112 EMPLOYEE BENEFITS	13,994.84	207.87	.00	.00	14,202.71
119 EMERGENCY FUND	4,456.38	104.62	.00	.00	4,561.00
120 UTILITY FRANCHISE	119,607.61	6,387.27	.00	.00	125,994.88
121 LOCAL OPTION SALES TAX	489,783.60	13,253.05	.00	.00	503,036.65
125 TAX INCREMENT FINANCING	119,675.15	.00	.00	.00	119,675.15
126 OWEN TIF DISTRICT	3,186.07-	.00	.00	.00	3,186.07-
129 ARP FUNDS	135,019.23	149.59	.00	.00	135,168.82
170 FEMA	28,893.25	.00	.00	.00	28,893.25
171 MAY 2013 FLOOD/HAIL	.00	.00	.00	.00	.00
172 2014 FEMA BUYOUT	.00	.00	.00	.00	.00
200 DEBT SERVICE	36,666.54	1,217.24	.00	.00	37,883.78
301 CAPITAL PRJCT FUND - ST	39,612.00	.00	8,895.00	.00	30,717.00
302 CAPITAL FUND PRJCT-STOR	2,158.50-	.00	.00	.00	2,158.50-
303 FEMA WIND DISASTER 2020	33,478.81-	6,167.75	.00	.00	27,311.06-
305 REMOVAL OF TREES	.00	.00	.00	.00	.00
600 WATER	152,364.86	11,494.57	6,127.45	403.92	158,135.90
610 SEWER	146,486.20	24,570.60	27,012.87	403.88	144,447.81
611 2015 SEWER REHAB	35,924.29	.00	.00	.00	35,924.29
612 WWTPL FACILITY	40,685.60-	.00	.00	.00	40,685.60-
625 SEWER LOANS	108,815.61	15,500.00	.00	.00	124,315.61
Report Total	1,911,503.51	99,256.39	69,660.12	2,273.45	1,943,373.23

MAXWELL PLANNING AND ZONING COMMISSION
PUBLIC HEARING
TUESDAY, FEBRUARY 28, 2023, AT 6:30 PM
AT MAXWELL CITY HALL, 107 MAIN STREET, MAXWELL, IOWA

1. The meeting was called to order at 6:35p.m. by Pat Meade.
2. Roll call was answered by Tanner Schrock, Pat Meade, Shelly Balke and Joe Polensky. Visitors in attendance were Doug Miller, Lauryn Myers, Ken Jans, and Scott Oakes.
3. Polensky made a motion to approve the agenda as presented. Balke seconded. 4 ayes.
4. A motion to approve the November 16, 2021 minutes was made by Balke, seconded by Schrock, and passed 3 ayes. Polensky abstained. Balke mentioned scheduling the workshop mentioned in the minutes for June 2023.
5. Public Hearing to Consider allowing Twin Homes within R-2 zoning District – Polensky moved to open the public hearing. Schrock seconded. 4 ayes. Scott Oakes was in attendance to share a layout of where within the new development he would like to build twin homes. Oakes explained how twin homes are working in other communities. They are economical, there are a mixture of families and elderly living in them. The plan is to provide 12-24 twin homes. Balke was interested with creating a special zoning for that area instead of making the entire R-2 district open to twin homes. Mead felt that the current R-2 ordinance would allow for twin homes as it currently reads two-family dwellings. Oakes was asked if there would be covenants in the new area, and he assured the board that there would be. Schrock moved to close the public hearing. Polensky seconded. 4 ayes. Balke made a motion to propose a new zoning specifically for the the new development area, lots 7-12, as R-2A. No 2nd motion failed. Schrock made a motion to approve twin homes, if there is a HOA in place and contingent after the city attorney reviews our current R-2 zoning that twin homes can be allowed as the current R-2 ordinance reads. No 2nd motion failed. Polansky made a motion contingent after the city attorney reviews the current R-2 ordinance and if it allows for twin homes then the Planning & Zoning commission approves the building of twin homes. No 2nd motion failed. Meade made a motion to send the current R-2 ordinance to the city attorney for his interpretation of the current R-2 zoning and then have the Planning & Zoning commission meet again. Balke seconded. 4 ayes.
6. At 7:25p.m. a motion to adjourn was made by Balke, seconded by Polensky, and passed 4 ayes.





SNYDER & ASSOCIATES

ROCK CREEK ESTATES
CONCEPT - 2022
MAXWELL, IOWA
SNYDER & ASSOCIATES, INC.

MARK	REVISION	DATE	BY

Engineer: CDD Checked By: BKC Scale: 1" = 50'
 Drafter: AWS Date: 09-02-2022 1-R-S-###

Project No: XXX.XXXX.XX Sheet C100

2727 S W SNYDER BLVD
 ANKENY IOWA 50023
 515-964-2020 | www.snyder-associates.com

R-2 duplex question

Pat Carruthers-Green <pcarruthers-green@safebuildingiowa.com>

Wed 3/1/2023 11:29 AM

To: Deb Hayes (cityofmaxwell@hotmail.com) <cityofmaxwell@hotmail.com>

📎 1 attachments (96 KB)

Pages from Chapter 165 Zoning Regulations.pdf;

Dee,

As I stated in our conversation this morning, I do not read the R-2 zoning district as allowing for zero lot line homes. I read the bulk regulations of the R-2 zoning district as allowing a two-family dwelling on a single lot of minimum 14,000 SF and 7'-8' side yards. I do not see language that allows a two-family dwelling on two lots with one of the side yards (at the party wall) at 0'.

As I mentioned, a couple of our cities do allow for zero lot line homes. These cities have a couple of strategies to allow them:

1. A separate zoning district (R-2A) specifically for this type of structure. This district specifically excludes single-family dwellings. The side yards are modified to read: "8 feet except at common wall."
2. The R-2 zoning district allows for single- and two-family as well as bi-attached homes with bi-attached homes defined as:

28. "Dwelling, single-family, bi-attached" or "semi-detached" means a dwelling designed for or occupied by one family only, which is erected on a separate lot and is joined to another such residence on one side only by wall located on the lot line and which has yards on the remaining sides.

The R-2 zoning district is written with different standards for each permitted dwelling type (see the attached bulk reg table). For the bi-attached home it is written to require an 8' side yard setback, except where a rear or side wall is a common wall (footnote 6).

From my perspective, if the city desired to allow for zero lot line or bi-attached homes, strategy 2 makes the most sense to me as it would allow them in currently zoned areas and probably require the least amount of code change: adding a definition of zero lot line or bi-attached homes and then adding the information to the bulk regulations. Having a specific separate zoning district would make more sense if we were talking about newly developed land.

I'll also be curious to hear the city attorney's perspective, especially if it's different from my reading.

Thanks,

Pat

Patrick Carruthers-Green

Plan Reviewer

Safe Building LLC

[Pcarruthers-green@safebuildingiowa.com](mailto:pcarruthers-green@safebuildingiowa.com)

P: (515) 333-4161

6. Site Development Regulations. Dimensional requirements for residential districts are as follows:

SITE DEVELOPMENT REGULATIONS FOR RESIDENTIAL DISTRICTS						
Regulator	R-1	R-1A	R-2	R-2A	R-3	R-4
Minimum Lot Area ² (square feet)	10,000	6,400	8,000 -SF 10,000 -2F ⁸ 5,000 -BI	9,000	7,500 -SF 8,750 -2F 4,375 -BI 12,500 -MF	20 acres
Lot Area per Dwelling Unit ⁴ (square feet)				3,000	2,500	5,000 ⁷
Minimum Lot Width ² (linear feet):	80 ²	65	65 -SF 85 -2F ⁸ 42.5 -BI	85 ⁵ -TH 100 -MF	65 -SF 75 -2F 38 -BI 85 ⁵ -TH 100 -MF	300
Min. Front Yard Depth (feet)	35	30	30	30	30	50
<u>Min. Rear Yard Depth⁶</u> (feet)						
Dwellings	35	20	35	35	40	50
Other Principal Structures	45	20	35	35		
<u>Min. Side Yard Depth^{1,6}</u> (feet)						
One or Two Family Detached	8 ³	8	8 ³		8	50
Other Principal Structures	20	20	15	12.5	12.5	
<u>Building Height Limit</u>						
Principal Structure (stories)	2 ½	2 ½	2½	3	3	1
Principal Structure (feet)	35	35	35	40	45	20
Accessory Structure (feet)	16	16	16	16	16	16
<u>Key:</u>						
SF = Single family						
BI = Single-family bi-attached (one lot per dwelling unit)						
MF = Multiple-family						
2F = Duplex, two-family						
TH = Townhome						
<u>Notes:</u>						
1. On corner lots, street side yard shall equal front yard depth except for lots of record prior to January 1, 2003.						
2. Except where water and/or sewer is not available, the minimum lot area shall be 40,000 square feet and the minimum lot width shall be 150 feet						
3. Except for lots of record prior to December 19, 1991, having a lot width of less than 75 feet, the side yards may be reduced for single-family dwellings only as follows: (i) Each side yard may be reduced to not less than 10 percent of the lot width; and (ii) on corner lots, only the interior side yard may be reduced below 8 feet.						
4. If the development maintains common areas under single management or control, the total required lot area for all dwelling units may be provided through a combination of private lots and common outlets.						
5. Minimum lot width is for three dwelling units in one townhome structure, additional interior units shall have 25 feet of lot width for each additional unit.						
6. Except where rear or side demising wall is a permitted common wall between dwelling units.						
7. Each mobile home space shall have a 25 feet front yard measured from edge of private street to closest face of mobile home, a 15 feet rear yard measured from rear space line to closest face of mobile home, and a 20 feet side yard separation between mobile homes. All accessory structures shall have a 25 feet yard on all sides except garages which shall have the same yard requirements for mobile homes.						
8. Except for Lots of Record created in an R-2 district prior to January 14, 2013, which shall require a minimum lot area of 8,000 square feet and a minimum width of 75 feet for two-family dwellings.						



3

Doug Miller <dougmillers151@yahoo.com>

Fri 3/3/2023 12:20 PM

To: City of Maxwell <cityofmaxwell@hotmail.com>



Sent from my iPhone

(No subject)

Doug Miller <dougmillers5151@yahoo.com>

Fri 3/3/2023 12:11 PM

To: City of Maxwell <cityofmaxwell@hotmail.com>



Sent from my iPhone

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a City Highway Bridge Program Project**

RECIPIENT: City of Maxwell

Project No: BRS-4865(605)--60-85

Iowa DOT Agreement No: 1-23-HBP-004

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the City of Maxwell, Iowa (hereinafter referred to as the CITY) and Story County, Iowa (hereinafter referred to as the COUNTY) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). The CITY and COUNTY shall collectively be referred to as the RECIPIENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Bridge Formula Program (BFP) and the Surface Transportation Block Grant (STBG) Program make Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of BFP or STBG funds have been set aside for this purpose and designated as the City Bridge Program. In the event Highway Infrastructure Program (HIP) funding is available, it may be included for this same purpose.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the DEPARTMENT agrees to provide City Bridge Program funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

The RECIPIENT and the DEPARTMENT currently and previously entered into the following agreement(s) for the following funding sources related to the above referenced project:

Funding Source	Agreement No.	Project No.	Full Execution Date
City Bridge HBP	This agreement	BRS-4865(605)--60-85	This agreement

See Exhibit 2 attached for additional details related.

Under this agreement, the parties further agree as follows:

1. The COUNTY shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Christy VanBuskirk, and the Central Region Local Systems Field Engineer, Brian J. Catus. The RECIPIENT's contact person shall be the City Clerk, Deb Hayes and the Story County Engineer, Darren Moon, P.E.
3. The COUNTY shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 008170
 - B. Location: 325th Street over Rock Creek Overflow
 - C. Preliminary Estimated Total Eligible Construction Costs: \$800,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Eligible project costs include only costs associated with actual construction costs within the eligible project construction limits.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses, are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.

6. The COUNTY shall receive reimbursement for costs of authorized and approved eligible construction project activities from City Bridge Program funds. The portion of the eligible construction project costs reimbursed by City Bridge Program funds shall be limited to a maximum of 100% of eligible costs or \$1,500,000, whichever is less. Reimbursed costs will be limited to funding made available for cities through the City Bridge Program outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum (I.M.) 1.100 in place at the time of this agreement being fully executed.
7. The COUNTY shall conduct project development and implementation in compliance with applicable laws, ordinances, and administrative rules. For projects which also include Farm-to-Market funds, the RECIPIENT shall follow all administrative and contracting procedures required for Farm-to-Market projects.
8. The COUNTY and/or CITY shall pay for all project costs not reimbursed with City Bridge Program funds in a manner as mutually agreed upon. The COUNTY and CITY shall also provide the DEPARTMENT with a copy of their cost sharing agreement.
9. The COUNTY shall let the project for bids through the DEPARTMENT.
10. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
11. It is the intent of both (all) parties that no third-party beneficiaries be created by this agreement.
12. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.
13. The project shall be let to contract within 3 years of the date this agreement is signed by the DEPARTMENT. If not, the RECIPIENT may be in default, for which the DEPARTMENT may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the RECIPIENT at least 30 days prior to the 3-year deadline.
14. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

RECIPIENT: City of Maxwell

By _____ Date _____, _____

Title _____

I, _____, certify that I am the Clerk of the City, and that _____,

who signed said Agreement for and on behalf of the City was duly authorized to execute the same by virtue of a

formal Resolution duly passed and adopted by the City, on the _____ day of _____, _____.

Signed _____ Date _____, _____

City Clerk of Maxwell, Iowa

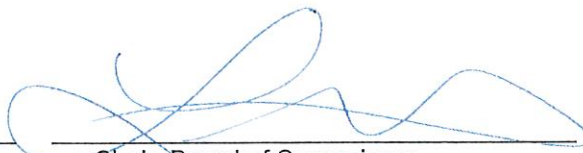
RECIPIENT: Story County

This agreement was approved by official action of the Story County Board of Supervisors in official session on the

28th day of February, 2023.



County Auditor



Chair, Board of Supervisors

Recommended for approval by:



Darren R. Moon, P.E.

Date

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By _____

Jenifer J. Bates, P.E.
Urban Engineer
Local Systems Bureau

Date _____, _____

EXHIBIT 1
General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

1. General Requirements.

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in [I.M. 1.070](#), Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in [I.M. 1.080](#), ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review, and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. In this case, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - ii. The RECIPIENT shall comply with the requirements of [I.M. 5.010](#), DBE Guidelines.

- iii. The DEPARTMENT's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

2. Programming.

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.
- c. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Design and Consultant Services

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits.

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in [I.M. 3.020](#), Concept Statement Instructions; [4.020](#), NEPA Process; [4.110](#) Threatened and Endangered Species; and [4.120](#), Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. [4.170](#), Farmland Protection Policy Act.

- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa DEPARTMENT of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. [4.130](#), 404 Permit Process; [4.140](#), Storm Water Permits; [4.150](#) Iowa DNR Floodplain Permits and Regulations; [4.190](#), Highway Improvements in the Vicinity of Airports or Heliports; and [4.160](#), Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

5. Right-of-Way, Railroads and Utilities.

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. [3.600](#), Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. If Federal-aid will not be used in the cost of acquiring right-of-way, acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in I.M. [3.670](#), Work on Railroad Right-of-Way and I.M. [3.680](#), Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's Policy for Accommodating Utilities on Primary Road System. The RECIPIENT should also use the procedures outlined in I.M. [3.640](#), Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with I.M. [3.700](#), Check and Final Plans and I.M. [3.500](#), Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
 - iii. Follow the procedures in I.M. [5.030](#), Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, and execute the contract documents in Doc Express.

- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in [I.M. 5.120](#), Local Letting Process- Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with [I.M. 5.050](#), Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract award.

7. Construction.

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per [Materials I.M. 103](#), Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The RECIPIENT shall follow the procedures in [I.M. 6.000](#), Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

8. Reimbursements.

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been

overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.

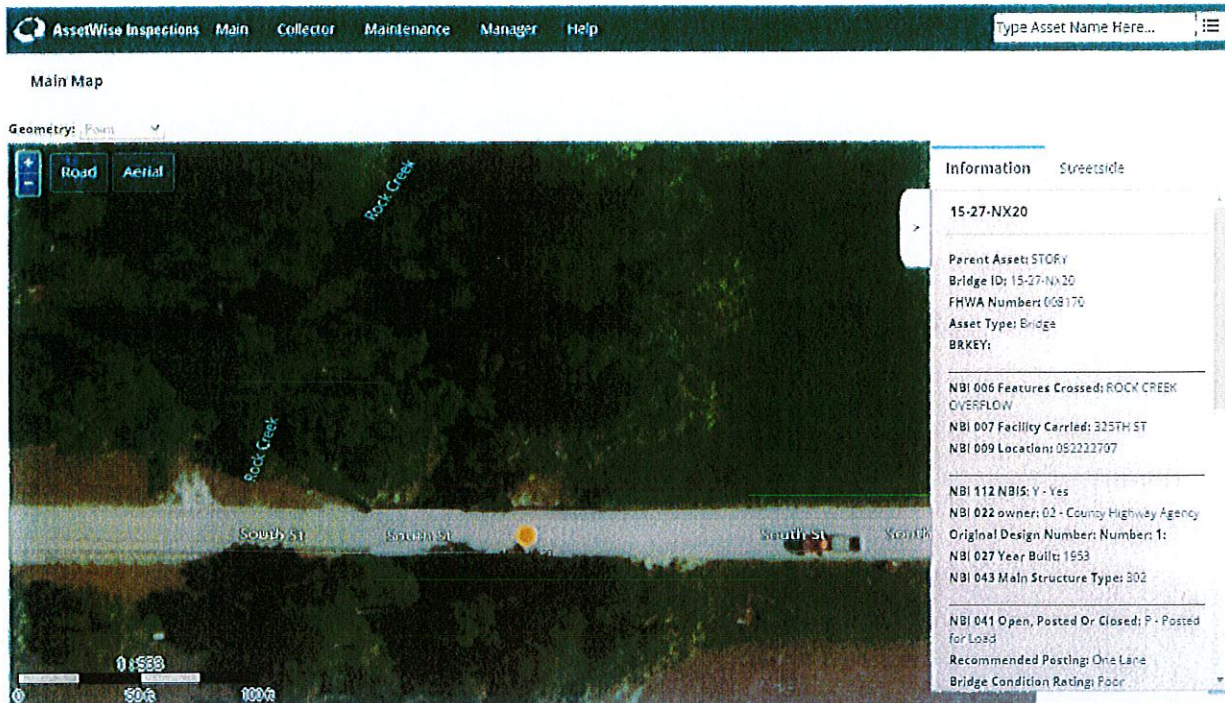
- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
 - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

9. Project Close-out.

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in [I.M. 6.110](#), Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. For construction projects, the RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other [evidence pertaining to costs incurred for the project](#). [The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government.](#) Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.

EXHIBIT 2 – Site Map & Description of Improvements

City bridge #008170 and County bridge #008180, which are adjacent, will both be removed and replaced with one combined structure. Due to the proximity of the two structures, it would be more complicated to replace just #008170 so it was approved to remove and replace both with this project.



DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: Story County Engineer, 837 N Ave., Nevada, IA 50201; (515) 2382-7355

STORY COUNTY SUPERVISORS RESOLUTION NO. _____

CITY OF MAXWELL RESOLUTION NO. _____

AGREEMENT FOR BRIDGE REPLACEMENTS ON 325TH STREET

THIS IS AN AGREEMENT made pursuant to Iowa Code section 28E.12 by and between City and County upon the following terms and conditions:

1. DEFINITIONS. When used in this agreement, unless otherwise required by the context:
 - a. "CITY" means the City of Maxwell, Iowa, a municipal corporation located in the county of Story, state of Iowa.
 - b. "COUNTY" means Story County, Iowa, a municipal subdivision of the state of Iowa.
 - c. "PROJECT" means the replacement of the two bridges on 325th Street over Rock Creek.
 - d. "PLANS" means the construction drawings and specifications to be prepared by or for COUNTY.
 - e. "AGREEMENT" means this instrument in its entirety and the PLANS which shall constitute an integral part hereof.

2. DURATION. This agreement shall take effect from the date of its execution by both CITY and COUNTY and shall thereafter continue in full force and effect for such time as shall be necessary to fully accomplish its stated purposes and until it is terminated in accordance with its terms.

3. NO SEPARATE ENTITY. The agreement does not create a separate legal or administrative entity.

4. PURPOSE. The purpose of the agreement is to provide for the joint and cooperative design, construction and contract administration of the PROJECT in Story County inside and outside of the City's corporate limits.

5. CONSTRUCTION BIDS. After the PLANS have been reviewed by CITY and approved by COUNTY, COUNTY shall let the PROJECT through the DOT. Thereafter, and prior to the awarding of any contract for construction of the PROJECT, COUNTY shall submit to CITY for review copies of all bids received along with COUNTY'S recommendations concerning the award of contracts for construction of the PROJECT.

6. AWARD OF CONTRACT. After COUNTY has approved CITY'S recommendations concerning the award of contracts for the construction of the PROJECT, COUNTY may enter into contracts for the construction of the PROJECT. CITY will not be a party to the construction contracts.

7. SUPERVISION OF CONSTRUCTION. The COUNTY shall have general supervisory authority over the PROJECT and will provide administration and construction inspection services at no cost to the CITY. CITY'S engineer may inspect the PROJECT from time to time at their discretion for purposes of verifying compliance with this agreement.

8. ACCEPTANCE OF CONSTRUCTION. After construction of the PROJECT has been completed in an acceptable manner and so certified by the COUNTY and reviewed by CITY, COUNTY shall formally accept the work performed under the construction contracts.

9. PAYMENT OF PROJECT COSTS. All costs of the PROJECT will be paid for by the COUNTY and the COUNTY will get reimbursed with City Bridge Program funds. Any additional costs of the PROJECT that are not reimbursable will be paid by the COUNTY.

10. TIMETABLE. COUNTY and CITY shall each proceed with reasonable diligence in the performance of all actions required by them, respectively, under this agreement.

11. TERMINATION. Upon completion of the PROJECT and performance of all actions required by COUNTY and CITY by this agreement, as acknowledged by resolution adopted, respectively, by the Board of Supervisors of COUNTY and the Council of CITY, this agreement shall terminate.

12. MULTIPLE COPIES. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

PURSUANT TO authority contained in Chapter 28E of the Code of Iowa, and by virtue of a resolution adopted by its Board of Supervisors, COUNTY has caused this agreement to be executed on its behalf on this _____ day of _____, 2023.

Moved by: _____
Seconded by: _____
Voting aye: _____
Voting nay: _____
Absent: _____
Not voting: _____

STORY COUNTY, IOWA

(SEAL)

By _____
Latifah Faisal, Chair
Board of Supervisors

ATTEST

By _____
Lucy Martin, County Auditor

STATE OF IOWA, COUNTY OF STORY, ss:

On the _____ day of _____, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Latifah Faisal and Lucy Martin, to me personally known, and who, being by me duly sworn, did say that they are the Chair of the Board of Supervisors and County Auditor, respectively, of the County of Story, State of Iowa; that the seal affixed to the foregoing instrument is the corporate seal of Story County, Iowa; and that the foregoing instrument was signed and sealed on behalf of Story County, Iowa, by authority of its Board of Supervisors, as contained in Resolution adopted by the Board of Supervisors on the _____ day of _____, 2023, and that the said Latifah Faisal and Lucy Martin acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of Story County, Iowa.

Notary Public in and for the State of Iowa

PURSUANT TO authority contained in Chapter 28E of the Code of Iowa and by virtue of a resolution adopted by its Council, CITY has caused this agreement to be executed on its behalf on this _____ day of _____, 2023.

CITY OF Maxwell, IOWA

(SEAL)

By _____
Jameson Hudson, Mayor

ATTEST

By _____
Deb Hayes, City Clerk

STATE OF IOWA, COUNTY OF STORY, ss:

On the _____ day of _____, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Jameson Hudson and Deb Hayes, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Maxwell, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation; that the said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council, as contained in Resolution adopted by the City Council on the _____ day of _____, 2023, and that the said Jameson Hudson and Deb Hayes acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation.

Notary Public in and for the State of Iowa



STANDARD PROFESSIONAL SERVICES AGREEMENT (Short Form)

NOW ON THIS 6th day of February, 2023, **Snyder & Associates, Inc.**,
2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and
City of Maxwell, Iowa

(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: Water Treatment Plant Improvements – 2023
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

ADDITIONAL TERMS AND CONDITIONS

- 9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
- 10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
- 11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- 12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
- 13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
- 14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
- 15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
- 16. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
- 17. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

Exhibit A Scope of Services
Exhibit

Exhibit B 2022-2023 Standard Fee Schedule
Exhibit

City of Maxwell, Iowa _____ (Client) SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)
Jameson Hudson, Mayor
(Printed or typed signature)

By: _____
(Authorized agent)
Mark A. Land, P.E.
(Printed or typed signature)

Route executed copy to:

EXHIBIT A
SCOPE OF SERVICES
FOR THE
CITY OF MAXWELL, IOWA

CLIENT: CITY OF MAXWELL
P.O. BOX 215
MAXWELL, IOWA 50161

PROFESSIONAL: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023

PROJECT: WATER TREATMENT PLANT IMPROVEMENTS – 2023

DATE: February 6, 2023

I. GENERAL

The city of Maxwell owns and operates a municipal groundwater treatment facility. Treatment consists of aeration, detention, gravity filtration, and chemical treatment for corrosion control and disinfection. The filtration media is anthracite and sand/gravel. The filters are backwashed weekly, and backwash is discharged directly to Rock Creek, which is tributary to Indian Creek, South Branch of the Skunk River, Skunk River, and ultimately the Mississippi River. All except the Mississippi River are Total Maximum Daily Load (TMDL) limited for aluminum. If a water body is TMDL limited, then a site-specific Water Quality Based Effluent Limit (WQBEL) is imposed for those parameters instead of a standard categorical limit. The WQBELs are typically more stringent than categorical limits.

The Iowa Department of Natural Resources (IDNR) has determined that the filter discharge is regulatable and they have now issued a National Pollutant Discharge Elimination System (NPDES) permit to the City for this discharge. The permitted parameters are Total Suspended Solids (TSS), pH, and Total Iron.

The NPDES permit also contains a Compliance Schedule for one parameter, Iron. Iron is typically present in low concentrations in Iowa's groundwater. Iron removal is used to produce drinking water with less than 0.3 mg/l of iron. This is USEPA's secondary limit for iron in drinking water. Secondary limits apply to non-health related contaminants.



The limit for iron is based on aesthetics, or taste and odor considerations. The City of Maxwell currently removes iron thru the aeration and filtration processes. When the filters are backwashed, the small volume of backwash contains a much higher concentration of iron and TSS, hence it must be treated prior to discharge to a surface water.

The apparent options for meeting the discharge limits are onsite treatment and discharge or discharge to the existing sanitary sewer system for treatment at the municipal wastewater treatment facility. Of these two, the discharge to the existing sanitary sewer system is anticipated to be significantly less costly and has better intangible benefits such as no ongoing compliance permitting through the DNR. This study will evaluate the options for connecting the water plant discharge to the existing sanitary sewer system.

II. ENGINEERING SERVICES

The PROFESSIONAL shall provide Basic Engineering Services as follows. Payment shall be made as specified in Article III of this Agreement.

A. PROJECT ADMINISTRATION

1. Monthly progress reports to the CLIENT.
2. Monthly billing reports.
3. Project coordination for engineering and coordination with the CLIENT.
4. Meetings to review progress and attend informal CLIENT meetings, Council Meeting or Public Hearings. Two (2) meetings are assumed.

B. PRELIMINARY ENGINEERING REPORT – WATER TREATMENT PLANT FILTER BACKWASH DISCHARGE

1. CLIENT to provide base map of infrastructure for use in evaluating existing sanitary sewer system.
2. In cooperation with CLIENT, evaluate potential connection points to the sanitary sewer.
3. ENGINEER will evaluate the following options for treatment of the filter backwash:
 - a. Discharge to the existing sewer at Main and Short Street either by gravity flow or small pump station and force main.
 - b. Discharge to the existing sewer at Railway Avenue and Maxwell Street either by gravity flow or small pump station and force main.



- c. On-site batch treatment of the backwash for direct discharge to Rock Creek or a downstream water body.
- 4. For options connecting to the existing sanitary sewer system, evaluate the impact on the City’s wastewater treatment plant from a 12,000-gallon backwash discharge once per week.
- 5. Identify whether additional data is needed to further develop an alternative.
- 6. Develop order of magnitude anticipated project costs including detailed design, construction, and operation and maintenance.
- 7. Develop written report of results and recommendations for presentation to the City Council and for use in procuring project funding.

III. FEES

A. The above scope of services shall be provided for the following fee:

TOTAL LUMP SUM FEE FOR BASIC SERVICES\$ 10,500

IV. SCHEDULE

Snyder & Associates, Inc. will commence work upon authorization by the CLIENT and shall perform the work in accordance with a schedule mutually developed by the CLIENT and PROFESSIONAL.

A. This study will be completed not later than 3 months after authorization-to-proceed.

V. ADDITIONAL SERVICES

The following items shall be considered additional services as may be requested by the Client. Additional services may be performed on an hourly basis or should a specific scope of services be defined, a quotation for services may be performed.

- 1. Meetings above listed in scope of services.
- 2. Water quality modeling analysis of the receiving stream(s).
- 3. Sewer system capacity evaluation or flow analysis.
- 4. Analysis of water quality.
- 5. Submittal fees to any and all regulatory agencies.
- 6. Construction documents or building plans.
- 7. Easement and/or legal documents.
- 8. Client requested major revisions.
- 9. Color presentation drawings.
- 10. Construction drawings.



EXHIBIT B

SNYDER & ASSOCIATES, INC.
2022-23
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate
Professional	
<i>Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist</i>	
<i>Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>	
Principal II	\$229.00 /hour
Principal I	\$217.00 /hour
Senior	\$198.00 /hour
VIII	\$181.00 /hour
VII	\$172.00 /hour
VI	\$163.00 /hour
V	\$152.00 /hour
IV	\$141.00 /hour
III	\$129.00 /hour
II	\$116.00 /hour
I	\$103.00 /hour
Technical	
<i>CADD, Survey, Construction Observation</i>	
Lead	\$138.00 /hour
Senior	\$132.00 /hour
VIII	\$123.00 /hour
VII	\$113.00 /hour
VI	\$102.00 /hour
V	\$92.00 /hour
IV	\$83.00 /hour
III	\$75.00 /hour
II	\$69.00 /hour
I	\$60.00 /hour
Administrative	
II	\$71.00 /hour
I	\$58.00 /hour
Reimbursables	
Mileage	<i>current IRS standard rate</i>
Outside Services	<i>As Invoiced</i>

Maxwell Public Library Budget Amendment

Hello Maxwell City Council,

The Maxwell Public Library Board is requesting an amendment to the budget and to move money that we currently have to a couple different line items. We are currently requesting to move \$1500 from our salary line item to the library materials and grounds maintenance line items. We are also requesting an additional \$500 to finish out this fiscal year until our new budget is available. We are willing to move this money from our current trust total, but are up to an ideas from help from the city as well. There is currently more in our salary line item since we had so many closures last year so normal hours weren't being paid. There is possibly more we could move around, but want to make sure we have enough to continue to take care of our employees until the end of fiscal year.

The total of \$2,000 that we are requesting to move/receive is to help us with our negative balance on the ground maintenance and library materials line items and then continue to have money for library materials until the end of fiscal year. Having new library materials for patrons is essential as it helps with community members coming back for new books and DVDs and also retaining our traffic flow. This money will also be used for necessary consumable items for kids programs.

Last year we had inadequate use of spending for some materials by previous staff, but have monitored/re-calculated budget to still end the fiscal year out of the hole. Because of this and excessive spending at the end of 2021-2022 fiscal year, we were cut \$5,000 for the 2022-2023 fiscal year so we have less money to spend on library materials, but we have steps in place to help with this going forward. Moving forward we will have a monthly budget to spend on library materials and director will use credit card at Wall of Books, Half Price Books, etc. when applicable to try to get more materials for the same amount of money or less.

We appreciate you taking the time to entertain our request. Please let us know if you have any additional questions!

Sincerely,

Maxwell Library Board of Trustees

Last years poster

FOR MAXWELL RESIDENTS ONLY, NO CONTRACTR DEBRIS

Maxwell City Wide Clean Up

Drop off area will be on road near the Rodeo grounds

Please be ready to unload your own items. We are on hand to help sort, but will NOT unload you vehicle.



NO tires

NO cans of paint

NO propane tanks

NO TVs or monitors

Charges

Appliances \$20 ea.

Please remember, We cannot guarantee space in the dumpsters for everyone's items. If dumpsters fill up before 11:00 am, the city does reserve the right to turn residents away. Keep in mind we are trying to accommodate as many items as we can, but dumpsters might get full before 11:00 am.

May 7th

8am-11am

CITY OF MAXWELL, IOWA

POSITION DESCRIPTION

TITLE: Public Works Assistant

DEPARTMENTS: City Water, Wastewater, Streets, Parks and Cemetery.

JOB FUNCTIONS: Performs work under general direction. Participates in the general daily operation of the water and sewer treatment plants. Helps to maintain all city property, parks, streets, and all related equipment. Participates in all related duties; day, night, or weekends as necessary.

CONTACTS: The incumbent in this position makes frequent contact with Public Works Director to exchange and interpret information. Contacts with City Clerk to exchange and interpret information. Contacts with residents are significant and regular and usually involve the exchange and conveyance of information. Contacts made with persons outside the City are infrequent and are usually with vendors and/or contractors and involve the exchange and interpretation of information regarding City projects or supplies/equipment purchases.

EQUIPMENT USED: Backhoe, tractor loader, trucks, mowing equipment, various hand and power tools, shoring and other equipment needed to perform duties. Most power equipment requires specific operational and maintenance training; perform minor maintenance activities on most power equipment as needed.

QUALIFICATIONS:

- A. Education – High School Graduate or equivalent required. -Must have Commercial Driver's License (CDL), Class B with air brakes. Must be willing to get sewer and water licenses within 2 years and spraying licenses with 6 months.
- B. Must participate in and be able to pass a drug and alcohol screening program as part of the CDL requirements. Some knowledge and/or training in heavy equipment operation and maintenance preferred.
- C. Experience – No experience required. Some experience in heavy equipment, water and/or sewer plant operation, grounds maintenance or related areas preferred.
- D. Special Abilities - Must have good organizational skills; must be a self-starter and have good communication skills to interact with Public Works Director, City Clerk and citizens; should have broad knowledge of City operations from maintenance perspective.
- E. Physical Requirements – Must be able to lift objects weighing in excess of 90 pounds on an occasional basis and carry, push or pull them up to 10 feet unassisted, able to work in confined work areas and occasionally from heights; must be able to stand, sit, listen, watch, crouch, stoop, kneel, bend, climb and balance for extended periods of time in all weather conditions.
- F. Mental Requirements – Must have the ability to prioritize, plan and schedule a variety of maintenance related activities in accordance with established deadlines; must be capable of performing under moderately to highly stressful conditions created by the need to provide accurate solutions to problems and meet citizen's expectations under time deadlines.

This job description is not intended to limit the responsibilities of an employee assigned to this position to those duties listed above. The employee is expected to follow any other reasonable instructions and perform any other reasonable duties requested by City management. The level of involvement may vary based on need and individual capabilities.

DISCLAIMER

All duties and requirement in this job description have been determined by the employer to be essential job functions and are consistent with ADA requirements and are representative of the functions that are necessary to successful job performance. They may not however, reflect the only duties performed. Employees in this job class will be expected to perform other job-related duties when it can be reasonably implied that such duties do not fundamentally change the basic requirements, purpose or intent of the position.

CITY OF MAXWELL, IOWA
MAXWELL CITY COUNCIL REGULAR MEETING
MONDAY, FEBRUARY 6, 2023, 5:00 P.M. CITY HALL

1. The meeting was called to order by Mayor Jameson Hudson at 5:00 P.M.
2. Roll call was answered by Steve Gast, Lauryn Myers, Meggen Lawrence, and Doug Miller. Ken Jans via teleconference. Ken left at 7:10 p.m. Visitors: Wes Farrand, Shannon Robertson, and Joel Westendorf.
3. A motion to approve agenda was made by Gast. Myers seconded. 5 ayes.
4. Citizens Forum
 - a. Jody Gast – Jody Gast was present to talk about the tree grant that she is working on. She is trying to have Maxwell as a Tree City USA. It would require some ordinance changes and to set aside money for trees which is already been done. We would have to officially recognize Arbor Day. With the new grant, trees would be planted in the park and cemetery.
5. Department Reports
 - a. Sheriff Report – Written Report on File. Deputy Lentz was present. Discussion on people speeding late at night and right after school. The council would like to investigate the radar signs that tell the speed of the cars driving by. We would need approval from DOT for Main St.
 - b. Fire – Written report on file.
 - c. EMS – Written report on file. Steve would like the Fire and EMS Department put in there reports the # of calls to Indian Creek Township, Washington Township, and the City and how many of those calls they responded to.
 - d. Library – Written report on file. Anna Baldwin is new Library Director. They are posting a Library Assistant position.
 - e. Public Works – Written report on file. 30 endpoints still need to be changed out. Council suggested that the clerk call the attorney on a legal alternative.
 - f. City Clerk – Written report on file.
 - g. Engineer's Report – Written report on file. 1) Baldwin St –Final plans in progress. Plans will be going to the DOT for approval then can move forward with bidding process. 2) Wes submitted a Scope of Work for the water plant discharge from filter back flush. 3) Rolling Hill Mobile Home Park has gone quiet again. 4) Steve asked for a scope of work for final plans for Woodlawn Stormwater project.
 - h. Parks and Open Spaces Board – Minutes from meeting on file.
6. Public Hearing
 - a. Discussion and Action on Resolution Approving the Maximum Tax Dollars from Certain Levies for the City's Proposed Fiscal Year 2023-2024 Budget- Miller moved to open the public hearing. Myers seconded. 5 ayes. No public comments. Jans moved to close the public hearing. Gast seconded. 5 ayes. Gast moved to accept Resolution Approving the Maximum Tax Dollars from Certain Levies for the City's Proposed Fiscal Year 2023-2024 Budget. Miller seconded. 5 ayes.
7. Business
 - a. Discussion on the City Hall Renovations. – Kenny Meusburger presented his plans for an addition to the city hall/library building. The addition would be 30' X 42', 4' from the museum wall and 6' from the fire station. He talked about some money saving ideas. His proposed project which included remodeling the current city hall

would cost approximately \$212,563. The council is looking into this option. They have decided that renting would not be cost efficient.

- b. Discussion and Action on Offer of City Bridge Funding – Federal FY 2024 – This grant would fix the 2 bridges over Rock Creek on South St. The county is willing to pick up the costs not covered by the grant. Miller moved to accept the grant. Gast seconded. 5 ayes.
 - c. Discussion and Action on Windstream Permit Request – This permit is work needed to be done for the Baldwin St project. Miller moved to approve the permit. Gast seconded. 5 ayes.
 - d. Discussion and Action on Law Enforcement Services Contract FY2024 – Gast moved to authorize the mayor to sign the Law Enforcement Contract. Myers seconded. 5 ayes.
 - e. Discussion and Action on Easement Acquisition for Baldwin St Reconstruction Project– Gast moved to table this subject. Myers seconded. 5 ayes
 - f. Discussion and Action on Budget Planning for Fiscal Year 2023/2024 - Steve explained changes to the Capital Improvement Project list, loans and money needed for the projects and where in the budget they would fit. .
- 8 Council and Mayor Reports –
- a. Jameson Hudson – 1) Jameson announced that Chris Pitts turned in his 2 week notice. We will be posting for a replacement. 2) Jameson congratulated the 2 girls going to the State Wrestling Meet. 3) He encouraged the public to come to the council meetings or to reach out to the council with any concerns.

9. Consent Agenda

- a. Gast moved to accept the B,C,D,& E of the Consent Agenda. Lawrence seconded. 4 ayes.
- b. Myers moved to approve the January 4, 2023 minutes. Lawrence seconded. Miller questioned the wording in the cost of living and merit. It was decided to add the words a maximum of to both cost of living and merit. Miller moved to add these changes to the January 4, 2023 minutes. Gast seconded. Miller moved to accept the minutes as amended. Lawrence seconded. 4 ayes.
- c. Bills presented were as follows:

CLAIMS REPORT

VENDOR	REFERENCE	AMOUNT
ACCESS	MONTHLY PRINTER RENT	208.41
AFLAC	AFLAC CANCER	226.86
ALLIANT ENERGY	MONTHLY UTILITY BILL	8,973.33
BADGER METER	SERVICES FOR JAN 2023-DEC 2023	2,841.55
CENTRAL IOWA SHORTLINE LLC	#23927- TIRE	403.98
CENTRAL IOWA SHORTLINE LLC	#23955,23996 FILTERS, WIPERBLD	102.81
CHEM-SULT, INC	SODIUMHYPOCHLORITE	656.6
COMMONWEALTH ELECTRIC CO	INSTALLED NEW SIRENS	2,922.60
CONSUMERS ENERGY	RCH ELECTRIC	52
GATEHOUSE DB IA HOLDINGS, INC	MINUTES FOR 6 MEETINGS	430.66
IOWA DEP OF REVENUE	SALES TAX	91.48
IPERS	IPERS	2,195.17
IPERS	IPERS	2,499.39
JOHN DEERE FINANCIAL	PARTS FOR TRACTOR-SNOW REMOVAL	609.43

MAXWELL STATE BANK	FED/FICA TAXES	3,243.03
MAXWELL STATE BANK	safe deposit box 67	45
MAXWELL STATE BANK	SAFE DEPOSIT BOX 71	45
MICROBAC LABORATORIES	TESTING	522.5
MIDWEST INSURANCE CORP	INSURANCE	183
NEW CENTURY FS	GAS/DIESEL	1,624.80
OMNISITE	ANNUAL PLAN & WIRELESS SERVICE	455
MAXWELL POST OFFICE	UTILITY BILL POSTAGE	400
PRATT SANITATION INC	MONTHLY GARBAGE	5,129.00
SAFE BUILDING LLC	BUILDING & ELECTRICAL PERMITS	1,253.07
SNYDER & ASSOCIATES	119026501A-3-BALDWIN ST REHAB	15,496.00
STAPLES CREDIT PLAN	TAX FORMS,CALENDARS,CUPS	311.06
STORY COUNTY EMS ASSOC	2022 STORY COUNTY EMS ASSOC	25
STORY COUNTY FIREFIGHTERS ASSC	2023 DUES	25
STORY COUNTY TREASURER	LAW ENFORCEMENT FY22/23 3RDQTR	13,995.26
SYNCB/AMAZON	DVDS,BOOKS, PARTY ITEMS	1,144.74
U.S. BANK	ROTARY SWITCH FOR SNOWBLOWER	69.28
USBlueBook	TESTING SUPPLIES	748.87
WINDSTREAM	#091143516-TELEPHONE&INTERNET	599.36
Accounts Payable Total		67,529.24
Total Paid On: 1/11/23		5,300.54
Total Paid On: 1/25/23		5,448.33
Total Payroll Paid		10,748.87
***** REPORT TOTAL *****		78,278.11

Expenses By Fund

December 01/01/2023-01/31/2023

GENERAL	42,187.92
ROAD USE TAX	1,397.63
CAPITAL PRJCT FUND - STRT	14,325.00
WATER	9,679.25
SEWER	10,688.31
TOTAL FUNDS	78,278.11

Revenues

Jan-23

001 General	\$ 21,228.98
110 Road Use Tax	\$ 8,507.62
112 Employee Benefits	\$ 36.15
119 Emergency Funds	\$ 18.19
121 Local Option	\$ 10,506.96
200 Debt Service	\$ 211.71
600 Water	\$ 11,877.73
610 Sewer	\$ 24,758.45

TOTAL FUNDS

\$ 77,145.79

10. Adjourn. A motion to adjourn the meeting at 7:20 P.M. was moved by Lawrence
Seconded by Myers. 4 ayes

NEXT REGULAR MEETING WILL BE MARCH 6, 2023 AT 6:00 P.M.

ATTEST: _____, Clerk _____, Mayor
 Deb Hayes Jameson Hudson

CITY OF MAXWELL, IOWA
MAXWELL CITY COUNCIL SPECIAL MEETING
MONDAY, FEBRUARY 13, 2023, 6:00 P.M. CITY HALL

1. The meeting was called to order by Mayor Hudson at 6:00 P.M.
2. Roll call was answered by Doug Miller, Steve Gast, Ken Jans, and Laurn Myers by telephone. Visitors: Sue Philpott and Morgan Patrick.
3. A motion to approve the agenda by moving 5 after 3 was moved by Gast and seconded by Miller. 4 ayes.
4. Budget Planning for fiscal years 2023/2024 – Discussion on Summary by Fund, Cash Balance, and Capital Improvement Plan. Six capital improvement projects were picked to work on in the 2023/2024 fiscal year. These projects will be added to the budget: Owner Occupied Housing Repair, 26 new trees in the park, Woodlawn Stormwater Project, Addition for City Hall/Library, Removal of 100 Dead or Dying Trees, and Baldwin St. Project. Jans moved to approve the project budget with discussed changes. Myers seconded. 4 ayes.
5. Discussion and Action on Addition to City Hall/Library. – Sue Philpott questioned the reasoning behind the addition for city hall. It was explained that it would also be for the library's use. Gast moved to approve the addition subject to financing. Discussion included flooring, a roll top window between new and old areas. Details will be worked out with builder. Miller seconded. 4 ayes.
6. Adjourn – Myers moved to adjourn. Miller seconded. 4 ayes. 7:15 P.M.

ATTEST: _____, Clerk
Debra Hayes
_____, Mayor
Jameson Hudson

CITY OF MAXWELL, IOWA
MAXWELL CITY COUNCIL SPECIAL MEETING
MONDAY, FEBRUARY 27, 2023, 6:00 P.M. CITY HALL

1. The meeting was called to order by Mayor Hudson at 6:00 P.M.
2. Roll call was answered by Doug Miller, Steve Gast, Meggen Lawrence, Ken Jans, and Lauryn Myers. Visitors: Sue Philpott
3. A motion to approve the agenda was moved by Gast and seconded by Miller. 5 ayes.
4. Budget Planning for fiscal years 2023/2024 – Discussion centered around capital improvement plans. The six capital improvement projects that were discussed were Owner Occupied Housing Repair, 26 new trees in the park, Woodlawn Stormwater Project, Addition for City Hall/Library, Removal of 100 Dead or Dying Trees, and Baldwin St. Project. The decision was to fund Baldwin St and removal of dead trees. Owner occupied housing repair was added to budget because grant was received. 26 trees in the park were added because a grant that was applied for by Jody Gast. Woodlawn Storm Sewer was put on hold pending a CDBG grant. The addition to City Hall and Library was put on hold until more money is saved. Water, Sewer, Garbage rates were discussed for FY23/24. There will be a raise in the rates for water, sewer, and garbage to cover expenses.
5. Adjourn – Myers moved to adjourn. Gast seconded. 5 ayes. 6:52 P.M.

ATTEST: _____, Clerk
Debra Hayes
_____, Mayor
Jameson Hudson

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
ACCESS	MONTHLY PRINTER RENT		286.54	30149	2/08/23
AFLAC	AFLAC CANCER		226.86	30173	2/22/23
ALLIANT ENERGY	MONTHLY UTILITY BILL		7,522.66	30177	2/22/23
CALDWELL,BRIERLY,& CHALUPA LLC	easement questions		78.50	30150	2/08/23
CENTRAL IOWA SHORTLINE LLC	#24182-MOUSE TRAPS	7.52		30151	2/08/23
CENTRAL IOWA SHORTLINE LLC	#24243-FURNACE FILTERS	130.45	137.97	30178	2/22/23
CONSUMERS ENERGY	RCH ELECTRIC		73.00	30179	2/22/23
FALLER, KINCHELOE & CO., PLC	AUDIT		4,500.00	30180	2/22/23
GANNETT HOLDINGS-CENTRAL	TRI-COUNTY TIMES RENEWAL		46.80	30181	2/22/23
GATEHOUSE DB IA HOLDINGS, INC	PUBLIC HEARING & MINUTES		872.62	30182	2/22/23
INTERSTATE POWER SYSTEMS, INC	GENERATOR AT WWTP		1,965.14	30183	2/22/23
IOWA DEP OF REVENUE	SALES TAX JAN2023	92.96		91971216	2/06/23
IOWA DEP OF REVENUE	WET JAN 2023	561.23	654.19	91971217	2/06/23
IOWA ONE CALL	LOCATES		24.40	30152	2/08/23
IOWA REGIONAL UTILITIES ASSOC	RCH WATER		315.84	30153	2/08/23
IPERS	IPERS		1,945.77	30176	2/22/23
JOHN DEERE FINANCIAL	WIPER & BRUSH		796.46	30184	2/22/23
KEYSTONE LABORATORIES INC	LAGOON TESTING		506.75	30154	2/08/23
LOGSDON'S GROCERY	TOWELS,WATER,SOAP,TTISSUE,ICE		81.16	30185	2/22/23
MAXWELL STATE BANK	FED/FICA TAXES		2,805.10	30175	2/22/23
MIDWEST BREATHING AIR LLC	QUARTERLY AIR TESTING		195.00	30155	2/08/23
MOMAR	PSI483915-NO MOW II		2,946.70	30156	2/08/23
NEW CENTURY FS	GAS & DIESEL		712.80	30186	2/22/23
PETTY CASH	12-21-2022 EMS DOT TITLE		10.22	30187	2/22/23
POLK COUNTY FIRE CHIEF ASSOC	2023 DUES		25.00	30157	2/08/23
MAXWELL POST OFFICE	4 ROLLS OF STAMPS		252.00	30188	2/22/23
PRATT SANITATION INC	MONTHLY GARBAGE		5,441.60	30158	2/08/23
SAFE BUILDING LLC	TRADE & BUILDING PERMITS		375.00	30159	2/08/23
SNYDER & ASSOCIATES	BALDWIN ST REHAB		9,588.00	30160	2/08/23
SPARKLEHOOPDANCE	SPARKLEHOOPDANCE@YAHOO.COM		50.00	30189	2/22/23
STAPLES CREDIT PLAN	INDEX CARD,RECEIPT BOOKS,ENVEL		212.02	30161	2/08/23
SWANK MOVIE LICENSING USA	COPYRIGHT COMPLIANCE SITE LICE		175.00	30162	2/08/23
SYNCB/AMAZON	LIBRARY MATERIALS		213.52	30190	2/22/23
U.S. BANK	AMAZON-RADIO BATTERIES		616.19	30191	2/22/23
US CELLULAR	MONTHLY CELL PHONE	223.95		30163	2/08/23
US CELLULAR	MONTHLY CELL PHONE	223.95	447.90	30192	2/22/23
Accounts Payable Total			44,100.71		

Payroll Checks

001	GENERAL	3,065.52
110	ROAD USE TAX	44.32
600	WATER	1,105.46
610	SEWER	1,105.45
Total Paid On: 2/08/23		5,320.75
001	GENERAL	1,955.46
110	ROAD USE TAX	38.79
600	WATER	1,107.08
610	SEWER	1,107.08

CLAIMS REPORT
Vendor Checks: 2/06/2023- 2/28/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	Total Paid On: 2/22/23		4,208.41		
	Total Payroll Paid		9,529.16		
	Report Total		53,629.87		

Expenses By Fund	December 02/01/2023-02/28/2023	
GENERAL		26,082.86
ROAD USE TAX		1,383.88
CAPITAL PRJCT FUND - STRT		8,895.00
WATER		5,841.38
SEWER		11,426.75
TOTAL FUNDS		53,629.87

Revenues	23-Feb	
001 General		\$10,381.97
110 Road Use Tax		\$9,821.86
112 Employee Benefits		\$207.87
119 Emergency Funds		\$104.62
120 Utility Franchise		\$6,387.27
121 Local Option		\$13,253.05
200 Debt Service		\$1,217.24
303 FEMA Wind Disaster 2020		\$6,167.75
600 Water		\$11,494.57
610 Sewer		\$24,570.60
TOTAL FUNDS		\$83,606.80