

AGENDA
FOR THE REGULAR MEETING OF THE MAXWELL CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 AT 6:00 PM
COUNCIL CITY CHAMBERS, 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
2. Roll Call
3. Approval of the Agenda for September 10, 2025 meeting
4. CONSENT AGENDA FOR THIS MEETING
Approval of the Minutes for August 13, 2025 Council Meeting.
Approval of the Claims presented from August 13 – September 10, 2025.
Approval of the Treasurers Report for August.
5. Open Forum: Comments from the public – 5-minute time limit.
6. Public Hearing on the proposed vacation of water main easement in Outlet Y of Rock Creek Ridge Estates Plat 1.
7. Discussion and possible approval of Resolution 2025-42 A Resolution approving the vacation of a water main easement located within outlot “Y” of Rock Creek Ridge Estates Plat 1.
8. Discussion and possible approval of Dorsey & Whitney’s engagement letter for upcoming urban renewal plan amendment and TIF agreement.
9. Discussion and possible approval of replacement door bids for the water tower.
10. Discussion and possible action on Snyder’s 6th and Metcalf Stormwater Study scope of proposed work.
11. Discussion and possible approval of Resolution 2025-40 a resolution transferring FY25 funds.
12. Discussion and possible approval of Resolution 2025-41 a resolution transferring FY26 funds.
13. Discussion and possible action on setting date and time for Maxwell’s Beggar’s Night.
14. Discussion and possible approval of bids for repair of library water damage.
15. Discussion and possible action of Maxwell’s code 151.06 Inspection and Removal of dead trees on private property through declaration of nuisance.
16. Discussion and possible approval on Resolution 2025-43 Resolution Setting Date for Public Hearing on Designation of the Expanded Maxwell Urban Renewal Area and on Urban Renewal Plan Amendment for October 14.
17. Discussion and possible approval of Ordinance 344 An Ordinance Deleting Property from the Tax Increment Financing District for the Maxwell Urban Renewal Area of the City of Maxwell, Iowa, Pursuant to Section 403.19 of the Code of Iowa

18. Discussion and possible approval of Resolution 2025-44 Resolution Deleting Property from the Maxwell Urban Renewal Area.
19. Discussion and possible approval of construction observation services from Snyder & Associates for the Rock Creek Ridge Estates.
20. Discussion of water management at North Street, 7th Street and Rock Creek Ridge Estates.
21. Discussion and possible approval of authorizing clerk to send letters to six property owners whose sidewalks have been identified as needing repair.
22. Discussion of proposed ordinance for recreational vehicles as dwellings.
23. Sheriff's Report
24. Department Head Reports: Fire, EMS, Library, Public Works, City Clerk, Engineer, and Parks & Open Spaces Board
25. Mayor and Council Reports/Comments
26. Adjourn

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Minutes of the Maxwell City Council
Regular Session
Wednesday August 13, 2025

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

Maxwell City Council held a meeting on the above date pursuant to the rules of the council, notice posted at city hall, city website and Facebook. Mayor Higgins called the meeting to order at 6:00 pm. Roll Call: Gast, Philpott, Miller, and Jans. Westendorf absent. City staff present city clerk Wendy Crabtree and Snyder engineer Wes Farrand. Also present Carolyn Laffey, Andrew Collings, Dylan and Carissa Hansen, Kevin DeHaven, Jerry Weuve, Deb Ness, James Maclean and deputy Logan Powers. 4 callers joined via phone.

Jans moved approval of the agenda with a change to move the sheriff's report after item one. Miller seconded. All ayes. Motion carried. Miller moved approval and Gast seconded the claims presented from July 24 – August 13 and the July Treasurers Report. Councilperson Westendorf joined by phone at 6:15 pm.

Open forum: Carol Laffey 30738 653rd Ave President of Old Settlers Generations Committee thanked the council for their support and reported 4500 people attended the Old Settlers celebration. The committee received positive feedback from vendors and attendees. Laffey thanked public works Tony Ness, Paul Ness and Scott Johnson for going above and beyond for preparing for the celebration. They faced challenges with wet ground from rain. The new volleyball court will tentatively be repaired this weekend depending on weather. The committee would like to explore the possibility of adding additional electrical outlets and hopes to discuss this opportunity with the council.

Carissa Hansen 608 7th Street expressed concern about flooding on their dead-end street. Mayor Higgins noted that he has requested Public Works to assess potential drainage solutions at the dead-end location.

Sheriff's Report on file. Deputy Logan Powers will be assigned to Maxwell for the coming year. He reported several new deputies are currently undergoing training. In response to council's concerns regarding speeding vehicles on Baldwin Street, Deputy Powers stated he will request increased patrol presence in the area.

Andrew Collings, Executive Director of the Mid-Iowa Planning Alliance (MIPA), provided a presentation outlining a Comprehensive Planning Proposal for the City of Maxwell. No formal action was taken at this time.

Mayor Higgins discussed the Safe Routes to School initiative in relation to the Rock Creek Ridge development. A water management study will be prepared by Snyder & Associates and presented to the Council for further discussion. No formal action was taken. Councilman Westendorf arrived at City Hall at 7:00 p.m.

Gast moved and Jans seconded approval of Dollar General's Class B Retail annual alcohol license and Cloud Wine LLC dba Lucky Wife Wine Slushies Special Class C Retail Alcohol License for 9/14/25 Maxwell Market in the Park. Roll call vote: Ayes—Gast, Philpott, Westendorf, Miller, Jans. Nays: None. Motion carried.

Miller moved, and Jans seconded, with approval of Resolution 2025-39 appointing Westendorf and Jans as 911 Coordinators. Mayor Higgins expressed interest in attending the associated meetings as well. Roll call vote: Ayes—Gast, Philpott, Westendorf, Miller, Jans. Nays: None. Motion carried.

Discussion and possible approval of Resolution 2025-40 a resolution transferring FY25 funds is moved to the September 10 meeting. No action taken.

Discussion of walkability of city sidewalks. No action taken.

Discussion of the reappointment of current members to the Parks and Open Spaces and Planning and Zoning Commission/ Board of Adjustments. Clerks will verify the members still want to be on the boards and bring back to council. No action taken.

Council discussed the current ordinance pertaining to residential occupancy of campers within city limits. Council member Philpott indicated that a proposed ordinance revision will be presented at the September meeting for further review. No action taken.

Discussion of Parks' recommendation to get estimate for repair of the soccer field south of the city park. DeHaven will investigate repairs through the Old Settlers Generation's organization. No action taken.

Farrand initiated discussion regarding a potential update to the city's street designation map and inquired whether such an effort would be duplicative if the city were to pursue a comprehensive plan. Following discussion, Gast moved, and Miller seconded to defer the request for a cost opinion on an updated street designation map. The motion included directions to incorporate a cost estimate for mapping the Rock Creek Ridge addition, including street names and classifications. Roll call vote: Ayes—Gast, Philpott, Westendorf, Miller, Jans. Nays: None. Motion carried.

Council discussed a proposal from Story County Conservation regarding the potential development of creek access within Maxwell city limits. The initiative, to be funded by the Story County Conservation Board, would enhance seasonal recreational opportunities such as canoeing and nature access for several months each year. Miller moved and Gast seconded to authorize participation in the project as proposed. Roll call vote: Ayes—Gast, Philpott, Westendorf, Miller, Jans. Nays: None. Motion carried.

Reports were placed on file. Parks noted that Maxwell was voted "Best Stop" during the Heart of Iowa Nature Trail grand opening celebration. Engineer's report: The Baldwin Street Project is nearing closeout. Snyder has initiated the pre-audit process with the Iowa DOT. The final semi-payment, excluding retainage, has been issued to Reily Construction. The STBG reimbursement

request was signed tonight by the mayor and will be submitted to the DOT for reimbursement. Gast reported a persistent water issue at the edge of the soccer field, extending onto adjacent residential property. The drainage pipe under the road is not functioning properly. Public Works inspected the area and found the outlet side to be swampy. Historical aerial imagery (2008 or 2013) indicates a V-ditch previously directed water to Indian Creek. The affected property is owned by Story County Conservation. Council discussed the need to reestablish the ditch to allow for proper drainage and mowing access. Public Works has begun preliminary work using a backhoe. A letter requesting this work be done will be signed by mayor and sent to Story County Conservation. Farrand provided an update on the Maxwell Drainage Channel project. A cost estimate is forthcoming; the project is anticipated to begin after October 1. Rock Creek Ridge Development Snyder is reviewing the developer's resubmittal of construction drawings. Developers have expressed willingness to install sidewalk connections if requested by the city. Mayor Higgins advised that a connection to Rock Creek Street or Rock Creek Drive would be acceptable. A water main easement is required prior to recording the final plat. Jans moved and Miller seconded to authorize Snyder & Associates to complete an inspection of city infrastructure related to the Rock Creek Ridge development, with costs to be billed to the developer. Roll call vote: Ayes—Gast, Philpott, Westendorf, Miller, Jans. Nays: None. Motion carried. Farrand will obtain a scope and fee for the inspection. Franchise Utility Agreements and Development Bonds - Farrand reviewed Windstream's request for work within Maxwell and recommended pursuing franchise utility agreements with both Windstream and Huxley Communications. Farrand inquired whether the city would require a performance bond or maintenance bond for the Rock Creek Ridge development. Council would like a Performance Bond. Miller raised concerns regarding day counts associated with the Baldwin Project. Farrand will follow up with Wignall for clarification.

Council comments: Gast – nothing. Jans reviewed our alleyway ordinance and inquired about the derelict city shed project. Philpott would like a list of unresolved complaints in the upcoming council packets. Westendorf reported attending a LOSAP (Length of Service Award Program) webinar, where he received clarification that the city's contribution would be \$125 or \$167 per eligible participant, rather than the previously estimated \$500. The total projected city contribution would be approximately \$2,300. Westendorf also noted his resignation from the EMS department, stating that his service is more impactful in his current role on the council. Westendorf recommended that future Old Settlers events consider hiring a few deputies to be present in town during large gatherings involving alcohol to ensure public safety. Miller also participated in a LOSAP teleconference, noting that three cities have committed to working with the financial management company discussed. Mayor Higgins inquired about the city owned area from 7th Street to North Street. He noted that the area collects leaves and debris and requested that Public Works review the site. Public Works was directed to cut a 75-foot "V" ditch on the north end to improve water drainage.

Philpott moved to adjourn and Miller seconded. Ayes—Gast, Philpott, Westendorf, Miller, Jans. Nays: None. 9:02 pm. The next city council meeting will be on September 10 at 6:00 pm in city hall.

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Claims Presented 8/14/25 - 9/8/25		
Vendor	Reference	Amount
Aflac	STD	\$51.84
Alliant Energy	Montly Utilities	\$12,020.05
Badger Meter	Orion Cellular	\$406.43
Brick Gentry PC	Legal Services	\$1,550.00
Central Iowa Shortline	Roads & Parks	\$698.31
City of Maxwell	Utility Billings	\$1,081.80
Consumers Energy	Rock Creek Heights Lights	\$41.00
Diamond Vogel	Crosswalk Paint	\$300.72
EFTPS	FED/FICA Tax	\$4,230.00
Gannet Holdings	Publishing	\$640.17
Iowa Dep of Revenue	Wet & Sales Tax	\$1,050.84
Iowa Rural Water Assoc	Rock Creek Heights Water	\$338.89
Iowa State University	Radio Subscriber Fees & IMFOA Classes	\$8,489.96
IPERS	Employer Contribution	\$2,911.51
John Deere Financial	Tire parts for mower	\$2,290.01
Mid American Research Chemical	Sewer Chemicals	\$1,890.03
Mid Iowa Planning Alliance	FY26 Dues	\$129.00
Midwest Insurance Corp	Audit Amended WC & Liability	\$7,677.00
New Century FS	Gas	\$661.55
Maxwell Post Office	Utility Billings	\$208.94
Safe Building	212 4th Street	\$75.00
Snyder & Associates	125.0013.01 Invoice	\$4,465.40
Story County EMS Assoc	FY26 Dues	\$25.00
USA Bluebook	Chemicals Testing Supplies	\$3,145.99
Windstream	City Hall & Library Phone	\$586.63
	Accounts Payable Total	\$54,966.07

Expenditures by Fund	Revenue
001 General \$31,698.85	001 General \$13,288.62
110 Road Use Tax \$1779.67	112 Employee Benefits \$418.30
301 Baldwin St Project \$3013.45	120 Utility Franchise \$4,661.07
600 Water \$5,806.52	200 Debt Service \$1,724.04
610 Sewer \$12,667.58	600 Water \$16,520.17
Total \$54,966.07	610 Sewer \$29,799.90
	625 Sewer Loans \$15,490.00
	Total \$81,902.10

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TREASURER'S REPORT
CALENDAR 8/2025, FISCAL 2/2026

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	27,036.45	12,690.62	41,766.84	199.58	3,545.61-
003 CAPITAL REPLACEMENT	.00	.00	.00	.00	.00
004 EMS DEPT TRUST	21,674.56	.00	.00	.00	21,674.56
005 FIRE DEPT TRUST	36,550.39	.00	.00	.00	36,550.39
008 LIBRARY TRUST	41,096.56	.00	.00	.00	41,096.56
016 WASHINGTON TOWNSHIP TRUST	226,464.41	.00	.00	.00	226,464.41
019 EMERGENCY TRUST	58,281.32	.00	.00	.00	58,281.32
110 ROAD USE TAX	140,158.50	.00	2,171.02	23.21	137,835.80
111 I-JOBS	.00	.00	.00	.00	.00
112 EMPLOYEE BENEFITS	7,781.54-	418.30	1,988.32	.00	7,471.25-
119 EMERGENCY FUND	78.87	.00	.00	.00	78.87
120 UTILITY FRANCHISE	21,185.14	4,661.07	.00	.00	25,846.21
121 LOCAL OPTION SALES TAX	230,234.70	.00	.00	.00	230,234.70
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	.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	18,973.81	1,724.04	.00	.00	20,697.85
301 BALDWIN ST PROJECT	65,928.42-	.00	2,025.40	.00	67,953.82-
302 CAPITAL FUND PRJCT-STOR	.00	.00	.00	.00	.00
303 FEMA WIND DISASTER 2020	.00	.00	.00	.00	.00
304 WOODLAWN ST PROJECT	.00	.00	.00	.00	.00
305 REMOVAL OF TREES	15,640.00-	.00	.00	.00	15,640.00-
306 SEWER TAP REPAIR	.00	.00	.00	.00	.00
307 SIDEWALK REPLACEMENT	.00	.00	.00	.00	.00
600 WATER	69,334.66	14,449.23	10,713.41	140.55	73,211.03
601 WATER DISCHARGE	.00	.00	.00	.00	.00
609 WATER SINKING	.00	.00	.00	.00	.00
610 SEWER	25,422.96	28,659.03	29,879.97	140.52	24,342.54
611 2015 SEWER REHAB	35,924.29	.00	.00	.00	35,924.29
612 WWT FACILITY	.00	.00	.00	.00	.00
625 SEWER LOANS	89,722.94	15,490.00	.00	.00	105,212.94
Report Total	1,069,278.68	78,092.29	88,544.96	503.86	1,059,329.87

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**NOTICE OF PUBLIC HEARING
PROPOSED VACATION OF WATER MAIN EASEMENT IN THE CITY OF
MAXWELL, IOWA**

Notice is hereby given that a public hearing will be held in the Council Chambers of the City in Maxwell, Iowa on the 10th day of September, 2025, at 6:00 p.m. to consider the proposed vacation of a water main easement located within Outlot "Y" of Rock Creek Ridge Estates Plat 1, an official plat now included in and forming a part of the City of Maxwell, Story County, Iowa. Easement Description:

BEGINNING AT THE NORTHWEST CORNER OF LOT 8, OF SAID ROCK CREEK RIDGE ESTATES PLAT 1; THENCE WEST ALONG A CURVE CONCAVE SOUTH WHOSE RADIUS IS 470.00 FEET, WHOSE ARC LENGTH IS 236.27 FEET, AND WHOSE CHORD BEARS NORTH 75°40'47" WEST, 233.79 FEET; THENCE SOUTH 89°54'07" WEST, 560.27 FEET; THENCE SOUTH 70°37'24" WEST, 99.88 FEET TO THE WEST LINE OF SAID OUTLOT "Y"; THENCE NORTH 00°07'11" WEST ALONG SAID WEST LINE, 15.89 FEET; THENCE NORTH 70°37'24" EAST, 97.18 FEET; THENCE NORTH 89°54'07" EAST, 562.81 FEET; THENCE EAST ALONG A CURVE CONCAVE SOUTH WHOSE RADIUS IS 470.00 FEET, WHOSE ARC LENGTH IS 303.92 FEET, AND WHOSE CHORD BEARS SOUTH 72°09'56" EAST, 298.66 FEET; THENCE SOUTH 54°26'37" EAST, 127.39 FEET TO THE EAST LINE OF SAID OUTLOT "Y"; THENCE SOUTHWESTERLY ALONG SAID EAST LINE AND ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 530.00 FEET, WHOSE ARC LENGTH IS 15.01 FEET, AND WHOSE CHORD BEARS SOUTH 33°15'45" WEST, 15.01 FEET; THENCE NORTH 54°26'37" WEST, 23.03 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE NORTH 54°26'37" WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 8, A DISTANCE OF 104.96 FEET TO A NORTHERLY CORNER OF SAID LOT 8; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTHWEST ALONG A CURVE CONCAVE SOUTHWEST WHOSE RADIUS IS 470.00 FEET, WHOSE ARC LENGTH IS 57.96 FEET, AND WHOSE CHORD BEARS NORTH 57°49'30" WEST, 57.93 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.38 ACRES (16,470 S.F.).

Property subject to any and all easements of record. Under the provisions of Iowa law, any interested person may appear at the hearing and file objections to the above proposed actions. After hearing any objections so filed or otherwise raised at such public hearing, the City Council of the City of Maxwell may then by Resolution enter its decision on the proposed vacation and conveyance of said real property or any other aspect thereof. This notice is published by the City Council of Maxwell, Iowa in accordance with Sections 362.3 and 364.7 of the Code of Iowa.

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INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:

ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020
EGRIFIN@SNYDER-ASSOCIATES.COM

SERVICE PROVIDED BY:

SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:

PT. OUTLOT "Y"
ROCK CREEK RIDGE ESTATES PLAT 1

REQUESTED BY:

THIRD MILLENNIUM DEVELOPMENT, LLC

EASEMENT VACATION PLAT

WATER MAIN EASEMENT VACATION DESCRIPTION

A PART OF OUTLOT "Y", ROCK CREEK RIDGE ESTATES PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF MAXWELL, STORY COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 8, OF SAID ROCK CREEK RIDGE ESTATES PLAT 1; THENCE WEST ALONG A CURVE CONCAVE SOUTH WHOSE RADIUS IS 470.00 FEET, WHOSE ARC LENGTH IS 236.27 FEET, AND WHOSE CHORD BEARS NORTH 75°40'47" WEST, 233.79 FEET; THENCE SOUTH 89°54'07" WEST, 560.27 FEET; THENCE SOUTH 70°37'24" WEST, 99.88 FEET TO THE WEST LINE OF SAID OUTLOT "Y"; THENCE NORTH 00°07'11" WEST ALONG SAID WEST LINE, 15.89 FEET; THENCE NORTH 70°37'24" EAST, 97.18 FEET; THENCE NORTH 89°54'07" EAST, 562.81 FEET; THENCE EAST ALONG A CURVE CONCAVE SOUTH WHOSE RADIUS IS 470.00 FEET, WHOSE ARC LENGTH IS 303.92 FEET, AND WHOSE CHORD BEARS SOUTH 72°09'56" EAST, 298.66 FEET; THENCE SOUTH 54°26'37" EAST, 127.39 FEET TO THE EAST LINE OF SAID OUTLOT "Y"; THENCE SOUTHWESTERLY ALONG SAID EAST LINE AND ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 530.00 FEET, WHOSE ARC LENGTH IS 15.01 FEET, AND WHOSE CHORD BEARS SOUTH 33°15'45" WEST, 15.01 FEET; THENCE NORTH 54°26'37" WEST, 23.03 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE NORTH 54°26'37" WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 8, A DISTANCE OF 104.96 FEET TO A NORTHERLY CORNER OF SAID LOT 8; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTHWEST ALONG A CURVE CONCAVE SOUTHWEST WHOSE RADIUS IS 470.00 FEET, WHOSE ARC LENGTH IS 57.96 FEET, AND WHOSE CHORD BEARS NORTH 57°49'30" WEST, 57.93 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.38 ACRES (16,470 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

JUNE 10, 2025

OWNER

THIRD MILLENNIUM DEVELOPMENT LLC
666 GRAND AVE STE 2000
DES MOINES, IOWA 50309

BASIS OF BEARING

THE NORTHEASTERLY LINE OF LOT 8, ROCK CREEK RIDGE ESTATES PLAT 1, BEARS NORTH 54°26'37" WEST FOR THE PURPOSE OF THIS SURVEY.

LEGEND

FEATURES

Section Corner
1/2" Rebar, Yellow Plastic Cap # 11804
(Unless Otherwise Noted)

ROW Marker

ROW Rail

Control Point

Bench Mark

Platted Distance

Measured Bearing & Distance

Recorded As

Deed Distance

Calculated Distance

Yellow Plastic Cap

Centerline

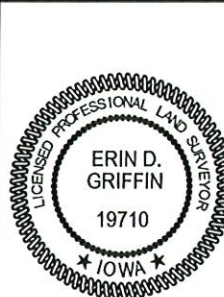
Section Line

1/4 Section Line

1/4 1/4 Section Line

Easement Line

FOUND SET



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.


Erin D. Griffin, PLS

06/11/2025

Date

License Number 19710

My License Renewal Date is December 31, 2025

Pages or sheets covered by this seal:

Sheets 1 and 2 of 2.

PT. OUTLOT "Y", ROCK CREEK RIDGE ESTATES PLAT 1

SHEET 1 OF 2

EASEMENT VACATION PLAT

PN: 124.0724.01

T-R-S:82N-22W-22

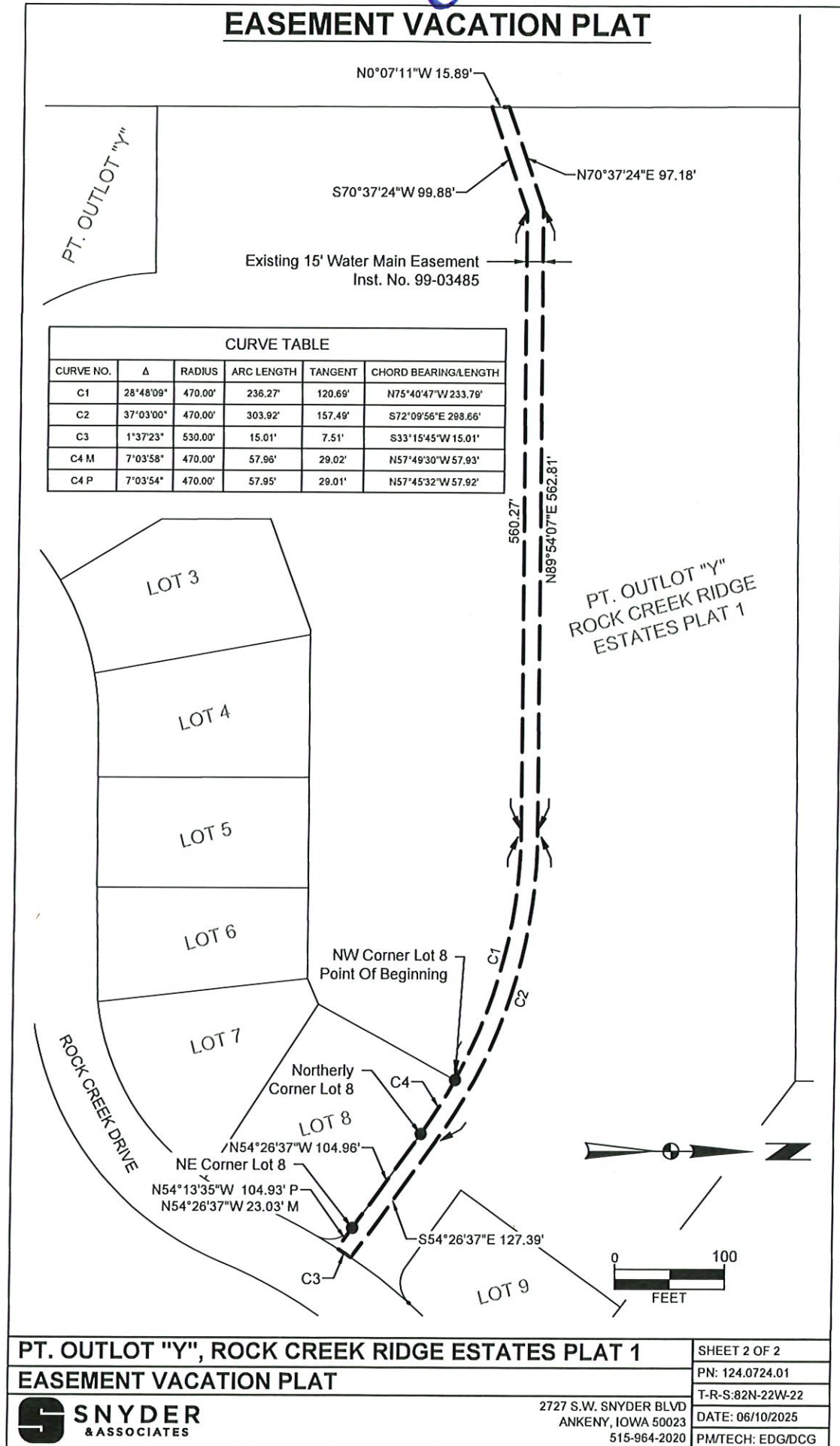


2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

DATE: 06/10/2025
PM/TECH: EDG/DCG

6

EASEMENT VACATION PLAT



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7

RESOLUTION 2025-42

**RESOLUTION TO VACATE AND CONVEY CERTAIN REAL PROPERTY OWNED BY
THE CITY OF MAXWELL, IOWA**

WHEREAS, the City Council of Maxwell, Iowa has determined that a portion of real property owned by the City, legally described as a part of Outlot "Y", Rock Creek Ridge Estates Plat 1, an official plat now included in and forming a part of the City of Maxwell, Story County, Iowa, is no longer needed for public use; and

WHEREAS, pursuant to Sections 362.3 and 364.7 of the Code of Iowa, the City Council has published notice in the Tri County Times and held a public hearing on the 10th day of September, 2025, at 6:00 p.m. in the Council Chambers to consider the proposed vacation and conveyance of said property; and

WHEREAS, all interested persons were given the opportunity to appear and be heard regarding the proposed vacation and conveyance, and the Council has duly considered any objections or comments received;

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

1. **Vacation of Property:** The City hereby vacates the following described real property:

BEGINNING AT THE NORTHWEST CORNER OF LOT 8, OF SAID ROCK CREEK RIDGE ESTATES PLAT 1; THENCE WEST ALONG A CURVE CONCAVE SOUTH WHOSE RADIUS IS 470.00 FEET, WHOSE ARC LENGTH IS 236.27 FEET, AND WHOSE CHORD BEARS NORTH 75°40'47" WEST, 233.79 FEET; THENCE SOUTH 89°54'07" WEST, 560.27 FEET; THENCE SOUTH 70°37'24" WEST, 99.88 FEET TO THE WEST LINE OF SAID OUTLOT "Y"; THENCE NORTH 00°07'11" WEST ALONG SAID WEST LINE, 15.89 FEET; THENCE NORTH 70°37'24" EAST, 97.18 FEET; THENCE NORTH 89°54'07" EAST, 562.81 FEET; THENCE EAST ALONG A CURVE CONCAVE SOUTH WHOSE RADIUS IS 470.00 FEET, WHOSE ARC LENGTH IS 303.92 FEET, AND WHOSE CHORD BEARS SOUTH 72°09'56" EAST, 298.66 FEET; THENCE SOUTH 54°26'37" EAST, 127.39 FEET TO THE EAST LINE OF SAID OUTLOT "Y"; THENCE SOUTHWESTERLY ALONG SAID EAST LINE AND ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 530.00 FEET, WHOSE ARC LENGTH IS 15.01 FEET, AND WHOSE CHORD BEARS SOUTH 33°15'45" WEST, 15.01 FEET; THENCE NORTH 54°26'37" WEST, 23.03 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE NORTH 54°26'37" WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 8, A DISTANCE OF 104.96 FEET TO A NORTHERLY CORNER OF SAID LOT 8; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTHWEST ALONG A CURVE CONCAVE SOUTHWEST WHOSE

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RADIUS IS 470.00 FEET, WHOSE ARC LENGTH IS 57.96 FEET, AND WHOSE CHORD BEARS NORTH 57°49'30" WEST, 57.93 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.38 ACRES (16,470 S.F.).

1. **Conveyance of Property:** The City Council hereby authorizes the conveyance of the above-described property to JAMC Real Estate Solutions, LLC, subject to any terms and conditions deemed appropriate by the Council.
2. **Authorization:** The Mayor and City Clerk are hereby authorized and directed to execute all necessary documents to effectuate the vacation and conveyance of said property.

PASSED AND APPROVED this 10th day of September, 2025.

ATTEST:

Wendy Crabtree, City Clerk

Dale Higgins, Mayor

August 20, 2025

Wendy Crabtree
City Clerk/City Hall
Maxwell, Iowa

Re: 2025 Urban Renewal Plan Amendment & Housing TIF Agreement

Dear Wendy:

The purpose of this letter is to explain our role as legal counsel for the City of Maxwell's 2025 urban renewal plan amendment and development agreement. It is our understanding that the representation will entail (i) an amendment to the plan for the Maxwell Urban Renewal Area and (ii) the drafting and authorization of a development agreement (the "Agreement") with respect to the provision of tax increment financing support to JAMC Real Estate Solutions, LLC.

As legal counsel, it will be our responsibility to coordinate activity and legal proceedings necessary to enable the City to (i) amend the urban renewal plan; (ii) negotiate and draft the Agreement; and (iii) facilitate proper City Council approval of the Agreement. As part of the representation, we will prepare appropriate resolutions, agreements, notices and ordinances as required by state law and the deal.

In performing our services as legal counsel, our sole client will be the City of Maxwell. We will not represent any other party in this matter, and it is mutually understood that the services to be provided by us as described herein are solely for the benefit of the City.

Based upon: (i) our current understanding of the engagement, (ii) the duties we will undertake, (iii) the time we anticipate devoting to the engagement, and (iv) the responsibilities we assume, we estimate that our fees and expenses for serving as legal counsel will be \$16,000.

In preparing documents for this process, we will not be responsible for providing or verifying real property descriptions, and we will rely upon those that are supplied to us in the course of the matter.

While we will advise you, if the circumstances warrant, on the legal requirements for the certification of TIF debt obligations in the future, we will not be responsible for carrying out those steps, assisting you with related ministerial acts or providing you with reminders of deadlines or the need to certify.

Your legal team for this matter will be primarily comprised of myself; Senior Attorney, Amy Bjork; Associate, Severie Orngard; our legal assistant, Susan Lemke; and our paralegal, Nathaniel Wingfield.

Page 2

After this arrangement is approved on behalf of the City, please have this letter executed in the space below and scan and email an executed copy to lemke.susan@dorsey.com. If you have questions, please call me.

We look forward to working with you. Thank you for the opportunity to serve the City.

Best regards,



John P. Danos

JPD/so

I understand and agree to the arrangements stated above.

CITY OF MAXWELL, IOWA

BY: _____
Mayor

Date: _____

ATTEST: _____
City Clerk

Date: _____

Proposal

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Page # _____ of _____ pages

Meusburger construction Inc
33413 680th Ave
Maxwell Ia 50161

PROPOSAL SUBMITTED TO: City of Maxwell		JOB NAME Water Treatment Plant	JOB #
ADDRESS Maxwell Ia 50161		JOB LOCATION	DATE 8/21/25
PHONE #	FAX #	ARCHITECT	

We hereby submit specifications and estimates for: will supply all material & labor to
Remove Existing Door & Install New steel Door and Frame, RH out swing
Insulated commercial steel Door, welded steel frame, commercial Grade
Door closer with hold open arm stainless steel hinges with non removable pins
Aluminum Public Access threshold, 11 1/2" Lock Guard with security Pin Bolts
to cover Both commercial Grade Schlage Keyed Lever Lock & Dead Bolt
striker Plates

Door will Be Factory Primed No Painting in Estimate

total material & labor = 5100⁰⁰

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

\$ Fifty one hundred and zero cents

Dollars

with payments to be made as follows:

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Ken Mahy

Note - this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

15



100%
Employee
Owned.

Small Projects Group
2810 Wakefield Circle
Ames, IA 50010
515-817-2683

July 10, 2025

Mr. Tony Ness – Public Works Director
City of Maxwell
107 Main St.
Maxwell, Iowa, 50161

Re: Replace Door and Frame at the Water Treatment Building

Dear Tony:

Story Construction Co., Small Projects Group, is pleased to provide the following proposal for the replacement of the existing doorframe and door for the water treatment plant building in Maxwell, Iowa. We propose to furnish all the labor, materials, and equipment necessary to complete the above-mentioned project. This proposal is based on our site visit, your verbal instructions, and the following Scope of Work.

Scope of Work

- Furnish labor and materials to remove and dispose of the existing doorframe and door on the southwest corner of the building.
- Furnish labor and materials to prepare the existing opening for the new galvanized hollow metal doorframe. Note: This does not include repairing the concrete block on the west side of the existing building. The joints in this area are cracked and may need repair. This will be determined when the existing frame is removed.
- Furnish labor and materials to grout the new frame with light weight grout material.
- Furnish labor and materials to install one new galvanized hollow metal doorframe.
- Furnish labor and materials to install one new galvanized flush, metal door. Note: This door will not have a window.
- Furnish the labor and materials to paint the new hollow metal doorframe and door. Note: Color to be selected by the Owner from manufactures standard color selections.
- Furnish labor and materials to install the following door hardware:
 - One deadbolt. Note: Owner to key lock cylinder to their system.
 - One set push/pull hardware.
 - One threshold.
 - One closer
 - One set of weatherstripping.
- Furnish labor and materials to caulk the doorframe to the existing masonry with a high-quality urethane sealant.

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Mr. Tony Ness – Public Works Director - City of Maxwell
July 10, 2025

Re: Replace Door and Frame at the Water Treatment Building
Page 2

Exclusions

- Builders Risk Insurance.
- Payment and performance bond.
- Masonry repairs of any kind.
- Keying of deadbolt to Owner's keying system.
- Work outside normal business hours from 7:30 AM to 4:30 PM Monday through Friday.

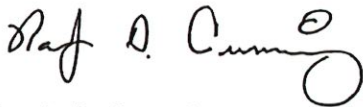
We do not include any work not specifically listed in the Scope of Work. We will complete the work outlined above for the sum of Seven thousand four hundred eighty dollars, (\$7,480.00).

If the Scope of Work, as listed above, and the General Conditions, as outlined in Exhibit "A", are acceptable, please sign and return one copy of this proposal along with your purchase order number, if applicable, to Story Construction Co., Small Projects Group. Receipt of an executed copy of this proposal shall constitute the Notice to Proceed for the project.

Thank you for the opportunity to collaborate with you on this project. If you have any questions or need further assistance, please contact me at (515) 817-2683 (office) or (515) 291-0308 (cell).

Sincerely,

STORY CONSTRUCTION CO.



Randy D. Cummings
Project Manager

Enclosure(s): Exhibit "A"

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Mr. Tony Ness – Public Works Director - City of Maxwell
July 10, 2025

Re: Replace Door and Frame at the Water Treatment Building
Page 3

APPROVAL AND ACCEPTANCE

OWNER
City of Maxwell

CONTRACTOR
Story Construction Co.
Small Projects Group

By: _____
Signature

Printed Name and Title

Date

By: Randy D. Cummings _____

Randy D. Cummings – Project Manager

July 10, 2025
Date

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9
Mr. Tony Ness – Public Works Director - City of Maxwell
July 10, 2025

Re: Replace Door and Frame at the Water Treatment Building
Page 4

EXHIBIT "A"

GENERAL CONDITIONS

Unless specifically stated otherwise the following terms and conditions shall apply to any agreement between Story Construction Co., Small Projects Group or L & L Builders (Contractor) and the addressee of the foregoing proposal (Owner) regarding the Scope of Work.

1. Owner is responsible for all property insurance and Owner's general liability insurance. All applicable insurance coverage shall be in force at the commencement of work and maintained in force for the duration of the project. Story Construction Co. is not providing Builders Risk insurance for this project.
2. Contractor shall maintain worker's compensation insurance, as required by law, for Contractor's employees and shall require all subcontractors for the project to adhere to the same practice. The Contractor shall maintain Certificates of Insurance for all participating subcontractors.
3. This contract price quoted in the proposal letter is void if not accepted by the Owner within fourteen - (14) days of the date of issue. The Contractor reserves the right to revise pricing as necessary after the fourteen - (14) day period.
4. The price does not include any amounts for changes in taxes, tariff, or other similar charges that are enacted after the date of this Quotation. Contractor shall be entitled to an equitable adjustment in time and money for any delays or costs incurred directly or indirectly that arise out of or relate to change in taxes, tariffs or similar charges including, but not limited to, escalation, delay damages, cost to reproduce, cost to change suppliers, cost of manufactured equipment or goods, or other cost of any kind resulting from the changes.
5. All invoices submitted to Owner by the Contractor shall be paid in full (no retainage) within thirty (30) days of the date of invoice. Invoices will be sent monthly as the work progresses. A late charge of 18% annual percentage rate (1 ½ % per month) shall be applied to any past due amount.
6. Final payment will be made within ten (10) days of the completion of all work items, production of all required project documentation and the date of the final invoice.
7. Any legal and / or processing fees incurred by the Contractor in the reasonable effort to collect monies due shall be added to any outstanding balances, including attorney fees.
8. Unless the foregoing proposal is accepted and signed by the Owner or Owner's authorized agent the Contractor has no contractual obligation with regard to the terms and conditions of this document.
9. Hazardous material survey and abatement (if applicable) shall be performed by a licensed and bonded hazardous material contractor retained by the Owner. Prior to commencement of work Owner and Contractor shall mutually agree upon advisability of any such survey and subsequent abatement.
10. If any such hazardous material is discovered during the course of the project the Contractor reserves the right to stop the project until such time as the Owner has the materials abated. The owner agrees to extend the project schedule, with no penalty to the Contractor, equivalent to the time required for abatement.
11. An increase in the contract cost resulting from a change in the work shall be determined by calculating the cost of the self-performed labor (hours times standard labor rates), equipment (duration times standard rate), rental equipment, materials, subcontractor costs, permits, fees, etc. plus an overhead and profit fee of 15%.
12. Any changes, alterations to or modifications to this scope of work which may be required by any public body, utility or inspector shall constitute a change in the work and shall be paid for in the same manner as any other change in the work, i.e. as a change order to the Owner.

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Mr. Tony Ness – Public Works Director - City of Maxwell
July 10, 2025

Re: Replace Door and Frame at the Water Treatment Building
Page 5

13. For the purpose of this contract, a hidden or concealed and unforeseeable condition shall mean a condition not readily observable to an experienced contractor or subcontractor inspecting the property for the purpose of estimating for and performing the work specified within the contents of this contract.
14. Owner and Contractor agree to abide by all conditions of this proposal/contract if it has been approved in the prescribed manner. Any addendum(s), modifications, revisions, inclusions, or exclusions must be signed and attached to this document as Exhibit "B".
15. If dispute resolution is required for any dispute between the Owner and the Contractor related to the contract, the Owner and Contractor agree to utilize Mediation followed by binding Arbitration.

I / We have read and understand the above stated General Conditions:

(Initial Here)

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ESTIMATE

TMJ Construction Services
2230 229th PI
Ames, IA 50014
(515) 232-1493

Sales Representative
Tyler Lucht
Tyler@tmjconstructionservices.com



City of Maxwell
Job #26767 - #26767 Maxwell Water Plant Door
P.O. Box 215
Maxwell, IA 50161

Estimate #	EST23902
Date	7/30/2025

Expires 30 days from date on Estimate

Description	Qty
501 South Street -Maxwell Water Facility Door	
Labor and material to remove existing steel door and replace with a new solid steel frame/door no window. Color Grey	1.00

Persons or companies furnishing labor or materials for the improvement of real property may enforce a lien upon the improved property if they are not paid for their contributions, even if the parties have no direct contractual relationship with the owner. The mechanics' notice and lien registry internet site provides a listing of all persons or companies furnishing labor or materials who have posted a lien or who may post a lien upon the improved property. If the person or company has posted its notice or lien to the mechanics' notice and lien registry internet site, you may be required to pay the person or company even if you have paid the general contractor the full amount due. Therefore, check the mechanics' notice and lien registry internet site for information about the property including persons or companies furnishing labor or materials before paying your general contractor. In addition, when making payment to your general contractor, it is important to obtain lien waivers from your general contractor and from persons or companies registered as furnishing labor or materials to your property. The information in the mechanics' notice and lien registry is posted on the internet site of the mechanics' notice and lien registry. sos.iowa.gov/MNLR 1-888-767-8683
We are not responsible for cracks in interior drywall or any other interior finish. Landscaping plants next to the exterior walls of the house could potentially be damaged during work. We ask that you trim them back or cover them as work is performed to keep potential damage to a minimum. Due to the weight of the materials and the equipment needed on site to complete the work there could be damage to driveways, yards, etc. We have made every reasonable attempt to minimize these potential damages and are not responsible for any damages to the aforementioned.

Sub Total	\$2,880.00
Total	\$2,880.00

SPECIAL INSTRUCTIONS

Signature _____ Date _____

Color Selection _____

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6th and Metcalf Stormwater Study

From Wes Farrand <wfarrand@snyder-associates.com>

Date Wed 8/27/2025 2:45 PM

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

Cc Maxwell City Clerk (Wendy Crabtree) <cityclerk@maxwell.iowa.gov>; Tyler Breed <tbreed@snyder-associates.com>; Steve Klocke <sklocke@snyder-associates.com>

Mayor Higgins,

Below is an outline scope of the work proposed to evaluate the stormwater issues at 6th and Metcalf.

Phase 1: Site Investigation (\$700)

- Examine existing drainage and conveyance facilities in the area, including the following:
 - Current and/or previous drainage patterns.
 - Existing culverts plugged / damaged???
 - Existing tile lines?
- Based on site investigation, develop alternatives, which may include the following:
 - Pipe replacement or jetting / cleanout.
 - Conceptual stormwater improvements.
 - Additional design analysis required.

Phase 2: Design Analysis (\$2,300)

- Preliminary design analysis based on site investigation's possible alternatives.
- Determination of watershed drainage area utilizing statewide LiDAR data.
- Preliminary sizing of proposed drainage swales, culverts, and/or intakes.
- Develop short technical memo for City use and consideration summarizing findings and recommendations.

Please advise if you have any questions or how you would like us to proceed.

Respectfully,

Wesley Farrand, P.E.

Project Manager



P: 515.964.2020 x2511 | C: 515.238.1147

2727 SW Snyder Blvd, Ankeny, IA 50023

Snyder-Associates.com

11

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 Portion of Sheriff as Community Betterment

RESOLUTION 2025-40 PASSED by the City Council this ____ day of _____, and the Mayor declares the same to be approved and enacted upon passage.

Motion to adopt: _____ Seconded by: _____

Roll Call Vote: Gast _____ Philpott _____ Jans _____ Westendorf _____ Miller _____

ATTEST:

Dale Higgins, Mayor

Wendy Crabtree, City Clerk

RESOLUTION 2025-41

**A RESOLUTION AUTHORIZING TRANSFERS FROM VARIOUS FUNDS TO VARIOUS FUNDS
AS APPROVED BY THE FY2026 BUDGET**

WHEREAS the Fiscal Year 2026 budget included transfers from various funds to accomplish budgetary goals, and,

WHEREAS revenue from the Local Option Sales Tax Fund is eligible for transfer to cover expenditures which have occurred if the Council determines the expenditures to be for the purpose of community betterment.

NOW, THEREFORE, BE IT RESOLVED, the following transfers from the Local Option Sales Tax Fund are authorized as community betterment and the Clerk is directed to make the transfers once the expenditures have been made:

FROM LINE ITEM	TO LINE ITEM	Amount	DESCRIPTION
121-910-6910	305-910-4830	\$25,000	Budgeted for Tree Removal
121-910-6910	306-910-4830	\$50,000	Budgeted for Sewer Tap Program
121-910-6910	001-910-4830	\$30,950	Budgeted for 50% of Sheriff Contract
121-910-6910	001-910-4830	\$18,755	Budgeted for 50% of Library expenses (less capital equip)
121-910-6910	001-910-4830	\$10,000	Budgeted Grounds Maintenance/Repair – Parks
121-910-6910	001-910-4830	\$5,000	Budgeted Equipment - Parks
121-910-6910	001-910-4830	\$5,000	Grounds Repair/Maint - Trees
121-910-6910	001-910-4830	\$5,000	Budgeted for Engineering – Community Development
121-910-6910	001-910-4830	\$4,995	Budgeted for Other Contract Serv – Community Dev
121-910-6910	001-910-4830	\$15,000	Budgeted for Compliance Officer Contract
121-910-6910	001-910-4830	\$15,000	Budgeted for legal fees associated with Compliance

BE IT FURTHER RESOLVED, the following transfers from the General Fund to various funds are authorized and the Clerk is directed to make the transfers once fund balances are not negative:

FROM LINE ITEM	TO LINE ITEM	Amount	DESCRIPTION
001-910-6910	019-910-4830	\$8,000	To set aside funds for future emergencies
001-910-6910	016-910-4830	\$50,000	To make FY26 scheduled Tahoe payment

RESOLUTION 2025-40 PASSED by the City Council this 10 day of October, and the Mayor declares the same to be approved and enacted upon passage.

Motion to adopt: _____ Seconded by: _____

Roll Call Vote: Gast _____ Philpott _____ Jans _____ Westendorf _____ Miller _____

ATTEST:

Dale Higgins, Mayor

Wendy Crabtree, City Clerk



14

Bid No.:

Build Better | www.seedorff.com

BID PROPOSAL

PROJECT NAME: Maxwell Public Library Lintel Repair

WORK DESCRIPTION: Remove and replace lintel/flashing at window head

DATE OF BID: September 8, 2025

Seedorff Masonry, Inc. offers and agrees to furnish all labor, materials and equipment to complete the masonry work called for by the project plans and specifications for the Lump Sum of:

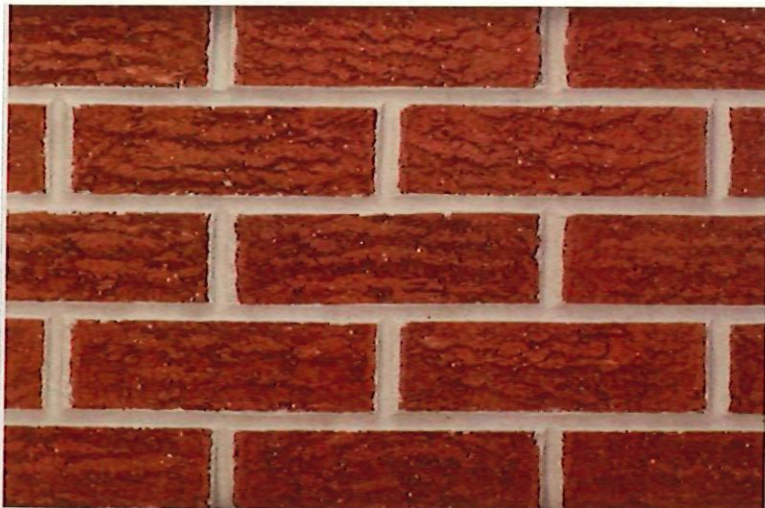
Total Base Bid: \$15,570

(This price is subject to mutually acceptable clarifications and/or acknowledgements.)

TAXES: SMI shall pay all taxes of any taxing authority applicable to its operations and comply with applicable wage and price laws. Sales Tax to be paid by SMI has been included in this proposal.

BID SECURITY: Excluded

PERFORMANCE & PAYMENT BONDS: Excluded



Bark Red

☒ Save Product ☐ Compare Brick

CORPORATE
DES MOINES
OMAHA

408 West Mission Street, Strawberry Point, IA 52076
1250 SE 25th Street, Grimes, IA 50111
19890 Ridgmont Street, Gretna, NE 68028

563.933.2296
515.289.2036
402.397.3100

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Schedule and Masonry Work Scope

The scope of work will require approximately **(3) working days** to complete the masonry work, excluding weather days, virus related delays, Saturdays, Sundays or Holidays. No shift or overtime premiums are allowed for in this bid unless specifically noted in the inclusions under "SMI will furnish and install".

SMI WILL FURNISH AND INSTALL

New brick veneer– Bark Red
Mortar
Galvanized Lintel
Flashing
Hauling of masonry debris away

SMI HAS EXCLUDED

Waterproofing, damp proofing, or water repellent.
Winter enclosures, fuel, equipment or admixtures, if required
Fuel to heat mixing station and water in cold weather.
Protection and/or repair of project site areas and construction travel paths due to normal construction activities and access.
Masonry testing or special inspections of any kind.
Masonry rebar material and rebar shop drawings.
Welding of any kind, if required.

Scope Clarifications:

- * Hose bib and water supplied at no cost to mason by Contractor and located within 100'-0" of work area(s).
- * Access required to all masonry work location(s) with equipment necessary to facilitate schedule and productivity. Haul roads for access to be provided and maintained by the Contractor.
- * SMI will provide scaffold (erection & dismantle) per SMI standard safety program & OSHA standards.
- * All interior masonry to be installed prior to any overhead MEP's.
- * SMI reserves the right to recoup price escalation and fuel surcharges

We look forward to the opportunity to be part of your construction team.

This agreement is binding if signed, accepted, and returned to Seedorff Masonry, Inc. within 20 days of the project bid date.

Matt Banse

CONTRACTOR

OFFICIAL ADDRESS

408 West Mission St.
Strawberry Point, IA 52076
Phone: 563-933-2296
Email: banse.matt@seedorff.com

Terms and Conditions

1. This agreement is binding if signed, accepted and returned to Sedorff Masonry, Inc. within 20 days of the project bid date.
2. CONTRACTOR shall furnish SMI with copies of any and all contract documents.
3. The CONTRACTOR shall, at the request of SMI, furnish reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Prime Contract.
4. Modification of the contract price due to changes in the agreement between the Owner and CONTRACTOR subsequent to the date of this agreement involving masonry shall be negotiated separately, reduced to writing and attached hereto as amendments. All modifications of this contract shall be written and attached hereto as amendments.
5. SMI shall be paid monthly progress payments on or before the last day of each month for the value of work completed plus the amount of materials and equipment suitably stored on or off site through the last working day of the previous month. Final payment shall be due thirty (30) days after the work described in the proposal is substantially completed. No provisions of this agreement shall serve to void SMI's entitlement to payment for properly performed work or suitably stored materials.
6. Nothing in this proposal or any other subcontract agreement shall require SMI to continue performance if timely payments are not made to SMI for suitably performed work or stored materials or void SMI right to file a lien or claim on its behalf in the event that timely payments are not made to SMI.
7. The CONTRACTOR shall not withhold more retention from SMI than is being withheld by the OWNER from the CONTRACTOR with respect to SMI's work. The retained percentage shall be paid by the CONTRACTOR to SMI within thirty (30) days after completion of the masonry work and acceptance thereof by the OWNER. SMI shall, if requested, provide final lien waivers upon final payment of all sums due SMI. All sums not paid when due shall bear interest at the rate of 1.5% per month or the maximum legal rate permitted by law, whichever is greater; and all costs of collection, including reasonable attorneys' fees.
8. No back charges or claim of the CONTRACTOR for services shall be valid except by mutual agreement in writing before the work is executed, except in the case of SMI's failure to meet any requirement of this Masonry Contract. In such event, the CONTRACTOR shall notify SMI of such default, in writing, and allow SMI reasonable time (minimum 72 hours) to correct any deficiency before incurring any cost chargeable to SMI.
9. SMI shall not be responsible for damage to its work by other parties or for improper use of equipment by others.
10. The CONTRACTOR shall make no demand for liquidated damages for delays or actual delays in any sum in excess of such amount as may be specifically named in this Proposed Masonry Contract and no liquidated damages may be assessed against SMI for more than the amount paid by the CONTRACTOR for unexcused delays to the extent specifically caused by SMI.
11. CONTRACTOR shall prepare all access and work areas to a safe and acceptable condition prior to SMI beginning its work. SMI will not be called upon to start work until sufficient areas are ready to insure uninterrupted work.
12. SMI shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract. SMI shall not be responsible for delays or defaults were occasioned by any causes of any kind and extent beyond its control, including but not limited to: delays caused by the OWNER, CONTRACTOR, ARCHITECT and/or ENGINEERS, delays in transportation, shortages of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents, pandemic events and acts of God. SMI shall be entitled to equitable adjustment in the Masonry Contract amount for additional costs due to unanticipated delays or accelerations. CONTRACTOR shall allow SMI input for activities and durations to be included in the project schedule. CONTRACTOR shall provide SMI a copy of said schedule along with all subsequent updates. Any subsequent updates shall be subject to review by SMI and, if appropriate, a change in SMI's price. Work called for herein is to be performed during SMI regular working hours. All work performed outside of such hours shall be paid for at premium overtime rates.
13. SMI shall, in performance of all work required of it by agreement, observe and comply with all ordinances or statutes in place at the time of bidding and applicable to SMI's work (including the Occupational Safety and Health Act of 1970) and any other rules or regulations applicable to SMI specified in the contract documents. The CONTRACTOR shall furnish and install guarding of every open sided floor, all openings in floors, roofs, walls and temporary stairways and runways per OSHA specifications, Section 1926.500. In addition, the CONTRACTOR shall be responsible for all requirements of the "Limited Access Zone" per OSHA specifications, Section 1926.700-706. Any requirements involving forced vaccination, masking or testing for COVID-19 or any variant of COVID-19 are not included in this bid unless SPECIFICALLY listed under inclusions.
14. All masonry is guaranteed against defects in workmanship for a period of ONE YEAR from the date of installation. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The exclusive remedy shall be that SMI will replace or repair any part of its work which is found to be defective. SMI will not be responsible for special, incidental, or consequential damages, even if notified of the possibility of such damages.
15. Bid proposal is based on Sedorff Masonry, Inc. Standard Safety Program and current OSHA Standards as applicable.
16. The CONTRACTOR shall furnish water at no cost to SMI. Water shall be within 100 feet of all equipment requiring same. The CONTRACTOR shall furnish all wall lines, elevations and benchmarks necessary for starting and completing the masonry.

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INSURANCE CLARIFICATION

1. S.M.I. excludes insurance in excess of S.M.I.'s standard coverage.
2. **INDEMNIFICATION** - SMI shall be responsible for the conduct of ONLY its employees relative to the masonry work.
3. Any additional insured endorsement is intended to apply only to the extent that a negligent act or omission by the Subcontractor caused by the performance of its Subcontract Work causes a claim to be asserted or a loss to be sustained by the Contractor. This additional insured endorsement is not intended and shall not be construed to cause the Subcontractor's insurer(s) to be liable either to defend or to indemnify the Contractor for claims.
4. Hold Harmless and Indemnification: Notwithstanding anything to the contrary, Seedorff Masonry, Inc.'s acceptance of the indemnity and insurance provisions is specifically conditioned on the understanding that our liability is limited to bodily injury and property damage losses to the extent caused by us or by our employees, agents and representatives during performance of our work but not to the extent such losses are caused by others. Under no circumstances do we accept liability for consequential or incidental damages, or the negligence of others.
5. SMI is unable to comply with any requirement to delete the Employment Exclusion under our Personal Injury liability coverage. Our coverage, therefore, will include the employment exclusion.
6. Contractor shall, if the Owner does not, purchase and maintain **NONDEDUCTIBLE BUILDER'S RISK PROPERTY INSURANCE** for the full value of the entire work and/or materials delivered to the jobsite which shall include the interest of SMI.

SEEDORFF MASONRY, INC. IS A DRUG-FREE WORKPLACE

AND

“ AN EQUAL OPPORTUNITY EMPLOYER “

14

Remove and replace brick above the window. Install new galvanized lintel and flashing.



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Alexander Masonry 14

Proposal

PROPOSAL NO.

SHEET NO.

DATE

8-8-25

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME

MAXWELL Library

ADDRESS

ADDRESS

DATE OF PLANS

PHONE NO.

ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Eight Hundred to fix crack
where I think the water is coming in.
this is not a guarantee but there
is a big crack in the mortar between
the bricks. The Building need a lot
of masonry. The pointing done there
will be water problems soon. this
is my professional opinion.

~~\$ 800.00~~ for crack
\$ 7,200 if you want to fix the
Building.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars (\$) with payments to be made as follows.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted

Per

Note — this proposal may be withdrawn by us if not accepted within days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Date

Signature



100%
Employee
Owned.

14

Small Projects Group
2810 Wakefield Circle
Ames, IA 50010
515-817-2683

July 28, 2025

Ms. Anna Baldwin
Maxwell Public Library
109 Main St.
Maxwell, Iowa, 50161

Re: Replace Lintel and Brick on Front Facade

Dear Anna:

Story Construction Co., Small Projects Group, is pleased to provide the following proposal for the replacement of the deteriorated lintel and face brick on the front façade of the Maxwell Public Library, located in Maxwell, Iowa. We propose to furnish all the labor, materials, and equipment necessary to complete the above-mentioned project. This proposal is based on our site visit, your verbal instructions, and the following Scope of Work.

Scope of Work

- Furnish third party structural engineering analysis for the new lintel. Note: A \$2,500.00 allowance is included for this item.
- Furnish labor to remove the acoustic ceiling as needed for the project.
- Furnish labor and materials to construct a temporary wooden enclosure on the inside of the library behind the window to be removed. Note: This will be for dust protection and security.
- Furnish labor and materials to install floor protection in the work area.
- Furnish labor to remove and salvage the existing windowsill.
- Furnish labor to remove and salvage the existing storefront window. Note: This window will be stored off site.
- Furnish labor and materials for temporary enclosure where the window is removed.
- Furnish labor to remove the existing cap flashing on the west side of the roof.
- Furnish labor and materials to saw cut and remove the existing brick above the window opening to the roof line.
- Furnish labor to remove the existing deteriorated lintel.
- Furnish labor and materials to install one new steel lintel as designed by the structural engineer. Note: A \$2,800.00 allowance is included for the new galvanized steel lintel. Final cost will be determined when the structural analysis is complete, and the lintel size is determined.
- Furnish labor and materials to install new face brick where the existing brick was removed. Note: The new brick will match the existing brick as close as possible.
- Furnish labor to install wood blocking as needed for the new cap flashing.
- Furnish labor and material to install new cap flashing. Note: The cap flashing will extend down over the new and existing rowlock course of brick.

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14

Re: Replace Lintel and Brick on Front Facade
Page 2

- Furnish labor and materials to install new interior wall framing and gypsum board after the lintel and brick work have been completed.
- Furnish labor and materials to install the salvaged aluminum storefront window.
- Furnish labor and materials to tape and finish the new gypsum board to match the existing walls.
- Furnish labor and materials to paint the newly finished gypsum board to match the existing walls.
- Furnish labor to install the salvaged windowsill.
- Furnish labor and materials to reinstall the suspended ceiling after the temporary wall has been removed. Note: The suspended ceiling will be put back to its original condition.

Electrical

- Furnish labor and materials to remove the electrical conduit from the wall to the left of the window for brick demolition. Note: This will be disconnected inside the library and reconnected when the work has been completed. Note: A \$600.00 allowance is included for this item.

Exclusions

- Building Permit. Note: If there is a cost associated with the permit this will be added to the cost of the project.
- Builders Risk Insurance.
- Payment and performance bond.
- Sales tax. Note: Owner to provide tax exempt certificates.
- Any deteriorated framing that is found when the window is removed.
- Repair or replacement of existing landscaping. Note: Scaffolding will be erected in the area in front of the window.
- Work outside normal business hours from 7:30 AM to 4:30 PM Monday through Friday.

We do not include any work not specifically listed in the Scope of Work. We will complete the work outlined above for the sum of Forty-eight thousand five hundred dollars (\$48,500.00).

If the Scope of Work, as listed above, and the General Conditions, as outlined in Exhibit "A", are acceptable, please sign and return one copy of this proposal along with your purchase order number, if applicable, to Story Construction Co., Small Projects Group. Receipt of an executed copy of this proposal shall constitute the Notice to Proceed for the project.

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Ms. Anna Baldwin - Maxwell Public Library
July 28, 2025

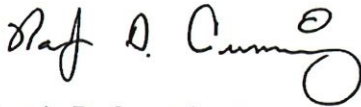
14

Re: Replace Lintel and Brick on Front Facade
Page 3

Thank you for the opportunity to collaborate with you on this project. If you have any questions or need further assistance, please contact me at (515) 817-2683 (office) or (515) 291-0308 (cell).

Sincerely,

STORY CONSTRUCTION CO.



Randy D. Cummings
Project Manager

Enclosure(s): Exhibit "A"

APPROVAL AND ACCEPTANCE

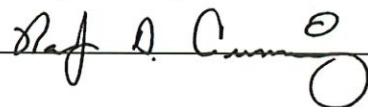
OWNER
Maxwell Public Library

By: _____
Signature

Printed Name and Title

Date

CONTRACTOR
Story Construction Co.
Small Projects Group

By:  _____

Randy D. Cummings – Project Manager

July 28, 2025
Date

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Re: Replace Lintel and Brick on Front Facade
Page 4

EXHIBIT "A"

GENERAL CONDITIONS

Unless specifically stated otherwise the following terms and conditions shall apply to any agreement between Story Construction Co., Small Projects Group or L & L Builders (Contractor) and the addressee of the foregoing proposal (Owner) regarding the Scope of Work.

1. Owner is responsible for all property insurance and Owner's general liability insurance. All applicable insurance coverage shall be in force at the commencement of work and maintained in force for the duration of the project. Story Construction Co. is not providing Builders Risk insurance for this project.
2. Contractor shall maintain worker's compensation insurance, as required by law, for Contractor's employees and shall require all subcontractors for the project to adhere to the same practice. The Contractor shall maintain Certificates of Insurance for all participating subcontractors.
3. This contract price quoted in the proposal letter is void if not accepted by the Owner within fourteen - (14) days of the date of issue. The Contractor reserves the right to revise pricing as necessary after the fourteen - (14) day period.
4. The price does not include any amounts for changes in taxes, tariff, or other similar charges that are enacted after the date of this Quotation. Contractor shall be entitled to an equitable adjustment in time and money for any delays or costs incurred directly or indirectly that arise out of or relate to change in taxes, tariffs or similar charges including, but not limited to, escalation, delay damages, cost to reproduce, cost to change suppliers, cost of manufactured equipment or goods, or other cost of any kind resulting from the changes.
5. All invoices submitted to Owner by the Contractor shall be paid in full (no retainage) within thirty (30) days of the date of invoice. Invoices will be sent monthly as the work progresses. A late charge of 18% annual percentage rate (1 ½ % per month) shall be applied to any past due amount.
6. Final payment will be made within ten (10) days of the completion of all work items, production of all required project documentation and the date of the final invoice.
7. Any legal and / or processing fees incurred by the Contractor in the reasonable effort to collect monies due shall be added to any outstanding balances, including attorney fees.
8. Unless the foregoing proposal is accepted and signed by the Owner or Owner's authorized agent the Contractor has no contractual obligation with regard to the terms and conditions of this document.
9. Hazardous material survey and abatement (if applicable) shall be performed by a licensed and bonded hazardous material contractor retained by the Owner. Prior to commencement of work Owner and Contractor shall mutually agree upon advisability of any such survey and subsequent abatement.
10. If any such hazardous material is discovered during the course of the project the Contractor reserves the right to stop the project until such time as the Owner has the materials abated. The owner agrees to extend the project schedule, with no penalty to the Contractor, equivalent to the time required for abatement.
11. An increase in the contract cost resulting from a change in the work shall be determined by calculating the cost of the self-performed labor (hours times standard labor rates), equipment (duration times standard rate), rental equipment, materials, subcontractor costs, permits, fees, etc. plus an overhead and profit fee of 15%.
12. Any changes, alterations to or modifications to this scope of work which may be required by any public body, utility or inspector shall constitute a change in the work and shall be paid for in the same manner as any other change in the work, i.e. as a change order to the Owner.

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Ms. Anna Baldwin - Maxwell Public Library
July 28, 2025

14

Re: Replace Lintel and Brick on Front Facade
Page 5

13. For the purpose of this contract, a hidden or concealed and unforeseeable condition shall mean a condition not readily observable to an experienced contractor or subcontractor inspecting the property for the purpose of estimating for and performing the work specified within the contents of this contract.
14. Owner and Contractor agree to abide by all conditions of this proposal/contract if it has been approved in the prescribed manner. Any addendum(s), modifications, revisions, inclusions, or exclusions must be signed and attached to this document as Exhibit "B".
15. If dispute resolution is required for any dispute between the Owner and the Contractor related to the contract, the Owner and Contractor agree to utilize Mediation followed by binding Arbitration.

I / We have read and understand the above stated General Conditions:

(Initial Here)

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151.06 INSPECTION AND REMOVAL. The Council shall inspect or cause to be inspected any trees or shrubs in the City reported or suspected to be dead, diseased or damaged, and such trees and shrubs shall be subject to the following:

1. City Property. If it is determined that any such condition exists on any public property, including the strip between the curb and the lot line of private property, the Council may cause such condition to be corrected by treatment or removal. The Council may also order the removal of any trees on the streets of the City which interfere with the making of improvements or with travel thereon.

2. Private Property. If it is determined with reasonable certainty that any such condition exists on private property and that danger to other trees or to adjoining property or passing motorists or pedestrians is imminent, the Council shall notify by certified mail the owner, occupant or person in charge of such property to correct such condition by treatment or removal within 14 days of said notification. If such owner, occupant, or person in charge of said property fails to comply within 14 days of receipt of notice, the Council may cause the condition to be corrected and the cost assessed against the property.

(Code of Iowa, Sec. 364.12[3b & h])

SET DATE FOR HEARING ON
DESIGNATION OF EXPANDED URBAN
RENEWAL AREA AND URBAN
RENEWAL PLAN AMENDMENT

427106-3

Maxwell, Iowa

September 10, 2025

The City Council of the City of Maxwell, Iowa, met on September 10, 2025, at 6:00 p.m., at city hall in Maxwell, Iowa, for the purpose of setting a date for a public hearing on the designation of expanded Urban Renewal Area and on a proposed urban renewal plan amendment.

The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: _____

Absent: _____.

The Mayor announced that an amendment to the boundaries of the Maxwell Urban Renewal Area had been prepared, along with an amendment to the urban renewal plan for the areas, and that it was now necessary to set a date for a public hearing on the proposed amended areas and proposed amendment to the urban renewal plan. Accordingly, Council Member _____ moved the adoption of the following resolution entitled "Resolution Setting Date for a Public Hearing on Designation of the Expanded Maxwell Urban Renewal Area and on Urban Renewal Plan Amendment," and the motion was seconded by Council Member _____. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION 2025-43

Resolution Setting Date for Public Hearing on Designation of the Expanded Maxwell Urban Renewal Area and on Urban Renewal Plan Amendment.

WHEREAS, this City Council of the City of Maxwell, Iowa (the "City"), by resolution previously established the Maxwell Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives therein; and

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the "Property") lying within the legal description set out in Exhibit A; and

WHEREAS, this City Council is desirous of obtaining as much information as possible from the residents of the City before making this decision; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which (1) covers the addition of the Property to the Urban Renewal Area; (2) deletes the expiration date of the Plan; and (3) authorizes the undertaking of a new urban renewal project in the Urban Renewal Area consisting of providing tax increment financing support to JAMC Real Estate Solutions, LLC in connection with the construction of public infrastructure necessary for the development of a residential subdivision; and

WHEREAS, it is now necessary that a date be set for a public hearing on the designation of the expansion of the Urban Renewal Area and on the Amendment;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Maxwell, Iowa, as follows:

Section 1. This City Council will meet at city hall in Maxwell, Iowa, on October 14, 2025, at __:____ p.m., at which time and place it will hold a public hearing on the designation of the expanded Urban Renewal Area described in the preamble hereof and on the Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the applicable form attached hereto, which publication shall be made in a legal newspaper of general circulation in Maxwell, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Clerk is hereby designated as the City's representative in connection with the consultation process which is required under that section of the urban renewal law. It is hereby directed that representatives of Story County and the Maxwell-Collins Community School District be invited to participate in the consultation.

16

Section 4. The proposed Amendment is hereby submitted to the City's Planning and Zoning Commission for review and recommendations, as required by Section 403.5, Code of Iowa.

Passed and approved September 10, 2025.

Mayor

Attest:

City Clerk

.....

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

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EXHIBIT A
Legal Description
Expanded Maxwell Urban Renewal Area
October, 2025 Addition

PARCEL "D" A PART OF OUTLOT "Y", ROCK CREEK RIDGE ESTATES PLAT 1,
MAXWELL, STORY COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY
RECORDED ON NOVEMBER 27, 2024, AS INST. NO. 24-08822.

17

MINUTES PROVIDING FOR PASSAGE
OF AN ORDINANCE DELETING
PROPERTY FROM A TAX INCREMENT
FINANCING DISTRICT FOR THE
MAXWELL URBAN RENEWAL AREA

472106-3

Maxwell, Iowa

September 10, 2025

The City Council of the City of Maxwell, Iowa, met on September 10, 2025 at 6:00 p.m.
at Maxwell City Hall.

The mayor presided and the roll was called showing members present and absent, as
follows:

Present: _____

Absent: _____.

Council Member _____ introduced an ordinance entitled "Ordinance
No. 344. An Ordinance Deleting Property From the Tax Increment Financing District for the
Maxwell Urban Renewal Area of the City of Maxwell, Iowa, Pursuant to Section 403.19 of the
Code of Iowa."

It was moved by Council Member _____ and seconded by Council
Member _____ that the ordinance be given its first consideration and that it
be adopted. The mayor put the question on the motion and the roll being called, the following
named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the mayor declared the motion duly carried and declared that the ordinance
had been given its initial consideration.

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It was moved by Council Member _____ and seconded by Council Member _____ that the statutory rule requiring an ordinance to be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be finally passed be suspended. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried.

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance entitled "Ordinance No.344. An Ordinance Deleting Property from the Tax Increment Financing District for the Maxwell Urban Renewal Area of the City of Maxwell, Iowa, Pursuant to Section 403.19 of the Code of Iowa," now be put upon its final consideration and adoption. The mayor put the question on the final consideration and adoption of the ordinance and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the mayor declared the motion duly carried and the ordinance duly adopted, as follows:

17

ORDINANCE NO. 344

An Ordinance Deleting Property from the Tax Increment Financing District for the Maxwell Urban Renewal Area of the City of Maxwell, Iowa, Pursuant to Section 403.19 of the Code of Iowa

WHEREAS, the City Council of the City of Maxwell, Iowa (the "City") previously enacted an ordinance providing for the division of taxes levied on taxable property in the Maxwell Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, pursuant to that ordinance, a portion of the Maxwell Urban Renewal Area in the City of Maxwell was designated a "tax increment district"; and

WHEREAS, the City Council now desires to decrease the size of the "tax increment district" by deleting certain property;

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

Section 1. Purpose. The purpose of this ordinance is to delete certain property from the tax increment financing district for the Maxwell Urban Renewal Area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

"Deleted Property" shall mean certain real property more particularly described as follows:

PARCEL "D" A PART OF OUTLOT "Y", ROCK CREEK RIDGE ESTATES
PLAT 1, MAXWELL, STORY COUNTY, IOWA, AS SHOWN ON THE PLAT
OF SURVEY RECORDED ON NOVEMBER 27, 2024, AS INST. NO. 24-08822.

Section 3. The Deleted Property is hereby removed from the tax increment financing district for the Maxwell Urban Renewal Area. No division of property tax revenues as provided under Section 403.19 of the Code of Iowa shall be done with respect to the Deleted Property without further action by the City Council.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

17

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed and approved by the City Council of the City of Maxwell, Iowa, on September 10, 2025.

Mayor

Attest:

City Clerk

.....

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
STORY COUNTY
CITY OF MAXWELL

SS:

17

I, the undersigned, City Clerk of the City of Maxwell, Iowa do hereby certify that the attached is a true, correct and complete copy of all the records of the Council of the City relating to the adoption of an ordinance entitled "Ordinance No.344 An Ordinance Deleting Property from the Tax Increment Financing District for the Maxwell Urban Renewal Area of the City of Maxwell, Iowa, Pursuant to Section 403.19 of the Code of Iowa."

WITNESS MY HAND this ____ day of _____, 2025.

City Clerk

DELETING PROPERTY FROM URBAN
RENEWAL AREA

472106-3

Maxwell, Iowa

September 10, 2025

The City Council of the City of Maxwell, Iowa, met on September 10, 2025, at 6:00p.m. at Maxwell City Hall, for the purpose of deleting property from the Maxwell Urban Renewal Area.

The mayor presided and the roll being called, the following members of the Council were present and absent:

Present: _____

Absent: _____.

Council Member _____ moved the adoption of the following resolution entitled "Resolution Deleting Property from the Maxwell Urban Renewal Area," and the motion was seconded by Council Member _____. Following due consideration, the mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted, as follows:

RESOLUTION 2025-44**Resolution Deleting Property from the Maxwell Urban Renewal Area**

WHEREAS, the City of Maxwell, Iowa (the "City"), has previously established the Maxwell Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives to be undertaken therein; and

WHEREAS, the City Council now desires to decrease the size of the Urban Renewal Area by deleting certain property (the "Property") from the Urban Renewal Area, as set out on Exhibit A hereto; and

NOW, THEREFORE, Be It Resolved by the City Council of Maxwell, Iowa, as follows:

Section 1. The Property as described on Exhibit A hereto is hereby deleted from the Urban Renewal Area.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved September 10, 2025.

Mayor

Attest:

City Clerk

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EXHIBIT A
Legal Description of
Property Deleted from the
Maxwell Urban Renewal Area
September 10, 2025

PARCEL "D" A PART OF OUTLOT "Y", ROCK CREEK RIDGE ESTATES
PLAT 1, MAXWELL, STORY COUNTY, IOWA, AS SHOWN ON THE PLAT
OF SURVEY RECORDED ON NOVEMBER 27, 2024, AS INST. NO. 24-08822.

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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: ROCK CREEK RIDGE PUBLIC IMPROVEMENTS CONSTRUCTION
OBSERVATION & ADMINISTRATION

DATE: September 10, 2025

I. PROFESSIONAL SERVICES

The PROFESSIONAL shall provide Professional Services as follows for the observation and administration of the Rock Creek Ridge public improvement construction, as required by the City of Maxwell. Services are provided based on the approved Public Improvements Construction Drawings dated 8/21/2025. Upon commencement of public improvement construction, the PROFESSIONAL shall perform the following services:

A. PRECONSTRUCTION AND CONSTRUCTION ADMINISTRATION

1. Serve as the City's representative for monitoring that the construction is completed in general conformance with plans and specifications approved by the City.
2. Review shop drawings and submittals from the Contractor for general compliance with the construction specifications.
3. Notify the City of any observed work or materials used which do not conform to the public improvement plans or specifications, make recommendations to the City for the correction of nonconforming work, and, at the request of the City, see these recommendations are implemented by the Contractor.
4. Participate in construction meetings as needed. Two on site meetings are included in the estimated costs.
5. Coordinate site observation efforts and observation personnel.

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B. CONSTRUCTION OBSERVATION

1. Provide Resident Construction Observers for the Project as required during the following described construction phases to observe the work for general conformance with the approved plans and specifications.
2. Keep a record or log of the Contractor's observed activities throughout construction, including notation on the nature of any modifications or changes during construction.
3. Observation services do not include observation or administration of the Storm Water Pollution Prevention Plan (SWPPP), if any is required for the site, which is the responsibility of the Contractor.
4. Observation services provide the City with representation at the job site during the construction of the Project, which results in increasing the probability that the Project will be constructed in substantial compliance with the plans and specifications. However, such observation services do not guarantee the Contractor's performance. Services do not include responsibility for construction means, methods, controls, techniques, sequences, procedures, or safety.
5. If the Contractor requests a waiver of any provision of the plans and specifications, the PROFESSIONAL shall make a recommendation on the request to the City for their determination. No waiver shall be granted if such waiver would serve to reduce the quality of the final product. The City shall never be deemed to have authorized the PROFESSIONAL to consent to the use of defective workmanship or materials.
6. EARTHWORK-GRADING
 - a. Observe the finished surfaces, contours and slope rounding for appearance, drainage, and other requirements.
 - b. Check that erosion control devices are installed as required or recommended by the SWPPP inspections.
 - c. Review field moisture and density test results for compliance with the specifications. Field moisture and density tests shall be completed by a private testing firm retained by the Contractor as part of the Project construction.
 - d. Collect location and elevation data for all critical grade locations such as slope tops & toes, and channel flowlines. Data will be collected with GPS equipment and recorded in the proper coordinate system and datum.
7. PIPE INSTALLATION
 - a. Minimum part-time inspection is required during trenching, pipe laying, installing wyes and tees and trench backfill.
 - b. Full-time inspection is required during testing, manhole setting and installation of services.



- c. Observe pipe storage and handling. Check pipe materials condition. Reject all damaged materials.
- d. Check maximum trench width, line, grade, and bedding.
- e. Check support and protection of existing utilities.
- f. Observe groundwater conditions.
- g. Observe bedding, pipe laying, jointing and backfill.
- h. Determine locations of density tests and observe testing.
- i. Collect location and elevation data for all installed piping and structures at outlets, terminations, bends, fittings, appurtenances, and structures. Data will be collected with GPS equipment and recorded in the proper coordinate system and datum.

8. SANITARY SEWER

- a. Check that abandoned pipes or pipe stubs are capped as per plan.
- b. Check manhole castings and infiltration barriers for compliance with the contract documents.
- c. Check sewer service stubs are marked and staked.
- d. Review video inspection completed by the Contractor for sanitary sewer. Ensure that a copy of the video and a hard copy of the video inspection report are delivered to the City.
- e. Observe sanitary sewer testing – pressure, vacuum, infiltration, and/or deflection testing.

9. WATER MAIN

- a. Observe connections to existing water mains.
- b. Observe thrust blocks before backfilling.
- c. Check valve and hydrant locations and set depth.
- d. Check polyethylene wrap to all iron pipe, valves, fire hydrants and fittings.
- e. Check water service stubs are marked and staked.
- f. Observe the installation of tracer wire. Check that termination of the tracer wires installed per current City specifications.
- g. Observe flushing and pressure and bacterial testing.



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10. STORM SEWER

- a. Observe engineering fabric wrap required on all joints for RCP storm sewer.
- b. Observe manhole and intake construction. Check castings for compliance with contract documents.
- c. Deep structures may need steps, notify City while forming structures.
- d. Review video inspection completed by the Contractor for storm sewer. Ensure that a copy of the video and a hard copy of the video inspection report are delivered to the City.

11. SUBGRADE PREPARATION

- a. Spot-check grading and subgrade preparation.
- b. Check for proper depth of subgrade for proof rolling.
- c. Coordinate and observe proof roll with City and Contractor.
- d. Determine locations for density tests and observe density testing.
- e. Check grade for soft spots and boulders (rocks 3" and larger).
- f. Observe protection of prepared bases.

12. PAVING

- a. Pre-pour meeting required before paving commences.
- b. Full-time inspection is required during paving operation.
- c. Periodically check trimming operation.
- d. Spot check the trimming operation.
- e. Check grade stakes and string lines.
- f. Observe reinforcing steel placement.
- g. Observe paving process, finishing methods and curing. Assure concrete or asphalt is transported, mixed, and placed per specification and plan.
- h. Observe air tests, slump tests and mold test cylinders completed by a geotechnical consultant retained by the Contractor. Ensure that the minimum frequency of these tests is being met.
- i. Check concrete or asphalt delivery tickets for correct mix design.
- j. Check cure application of concrete.
- k. Spot-check joint cleaning and sealing operation.
- l. Observe back of curb backfill completed in a timely manner with suitable material and compacted properly.

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- m. Check that Contractor has weather protection (rain or cold) on-site.
- n. Check Contractor has provided truck wash outs.

13. SIDEWALKS, TRAILS & HANDICAP RAMPS

- a. Confirm the sidewalk width on new construction.
- b. Check sidewalk ADA ramp compliance.

C. PUBLIC IMPROVEMENTS ACCEPTANCE & RECORD DRAWINGS

Snyder & Associates, Inc. shall provide clerical and report documentation for the services as required for project close-out. Items will be performed to provide the City with Record Drawings for the public improvements to include as-built survey of public sanitary sewer, water, storm sewer and sidewalk ramps.

II. FEES

- A. The above scope of services shall be provided for the following fee on hourly rates and fixed expenses as outlined in the PROFESSIONAL's Standard Fee Schedule unless noted otherwise. The current fee schedule is included in the attached Exhibit "B".
- B. Total fees and services shall not exceed the following amounts without approval of the CLIENT.

Public Improvements Construction Observation & Administration

- A. Preconstruction & Construction Administration.....Hourly, Estimated \$4,300
 - B. Construction Observation
 - 1. Earthwork GradingHourly Estimated \$2,300
 - 2. Pipe Installation.....included as part of each individual pipe task
 - 3. Sanitary Sewer.....Hourly, Estimated \$3,200
 - 4. Water Main.....Hourly, Estimated \$3,900
 - 5. Storm SewerHourly, Estimated \$4,900
 - 6. Subgrade Preparation.....included as part of Paving task
 - 7. Paving.....Hourly, Estimated \$5,900
 - 8. Sidewalks, Trails & Handicap Ramps.....included as part of Paving task
 - C. Public Improvements Acceptance & Record DrawingsHourly, Estimated \$2,800
- TOTAL FEE \$27,300

EXHIBIT B

SNYDER
 & ASSOCIATES | 2025 STANDARD FEE SCHEDULE

Professional | Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist, Project Manager, Planner, Archaeologist, Right-of-Way Agent, Graphic Designer

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Principal II	\$269.00/hour
Principal I	\$246.00/hour
Senior	\$225.00/hour
VIII	\$206.00/hour
VII	\$194.00/hour
VI	\$185.00/hour
V	\$173.00/hour
IV	\$159.00/hour
III	\$147.00/hour
II	\$133.00/hour
I	\$120.00/hour

Technical | CAD, Survey, Construction Observation

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Lead	\$156.00/hour
Senior	\$150.00/hour
VIII	\$139.00/hour
VII	\$129.00/hour
VI	\$116.00/hour
V	\$105.00/hour
IV	\$95.00/hour
III	\$85.00/hour
II	\$78.00/hour
I	\$69.00/hour

Administrative

BILLING CLASSIFICATION/LEVEL	BILLING RATE
II	\$80.00/hour
I	\$66.00/hour

Reimbursables

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Mileage	Current IRS Standard Rate
Outside Services	As Invoiced

21



107 Main Street
PO Box 215
Maxwell, IA 50161
Telephone (515) 387-8655
Fax (515) 387-1223

September 8, 2025

Dear Resident,

As part of the City of Maxwell's commitment to public safety, we are inspecting sidewalks throughout the community. A recent review identified one or more panels adjacent to your property that require replacement.

136.04 PROPERTY OWNER'S RESPONSIBILITY FOR MAINTENANCE. The abutting property owner shall maintain in a safe and hazard-free condition any sidewalk outside the lot and property lines and inside the curb lines or, in the absence of a curb, any sidewalk between the property line and that portion of the public street used or improved for vehicular purposes. The abutting property owner may be liable for damages caused by failure to maintain the sidewalk.

To meet ADA standards and ensure pedestrian access, repairs must be completed by [deadline]. A permit is required and can be obtained at maxwelliowa.com under Links > Building Permit Application, or in person at city hall.

You may hire a licensed contractor or complete the work yourself following city specifications. If repairs are not completed by [deadline], the city may perform the work and assess costs to your property.

For questions contact city hall during business hours. Mon/Wed/Fri: 9:00 am – 5:00 pm and Tues/Thurs: 12:00 pm – 5:00 pm

Sincerely,

Wendy Crabtree
City Clerk
City of Maxwell
(515)387-8655

CHAPTER 136

SIDEWALK REGULATIONS

136.04 PROPERTY OWNER'S RESPONSIBILITY FOR MAINTENANCE. The abutting property owner shall maintain in a safe and hazard-free condition any sidewalk outside the lot and property lines and inside the curb lines or, in the absence of a curb, any sidewalk between the property line and that portion of the public street used or improved for vehicular purposes. The abutting property owner may be liable for damages caused by failure to maintain the sidewalk.

(Code of Iowa, Sec. 364.12[2c])

136.05 CITY MAY ORDER REPAIRS. If the abutting property owner does not maintain sidewalks as required, the Council may serve notice on such owner, by certified mail, requiring the owner to repair, replace or reconstruct sidewalks within a reasonable time and if such action is not completed within the time stated in the notice, the Council may require the work to be done and assess the costs against the abutting property for collection in the same manner as a property tax.

136.07 PERMIT REQUIRED. No person shall remove, reconstruct, or install a sidewalk unless such person has obtained a permit from the City and has agreed in writing that said removal, reconstruction, or installation will comply with all ordinances and requirements of the City for such work. A written application for such permit shall be filed with the City.

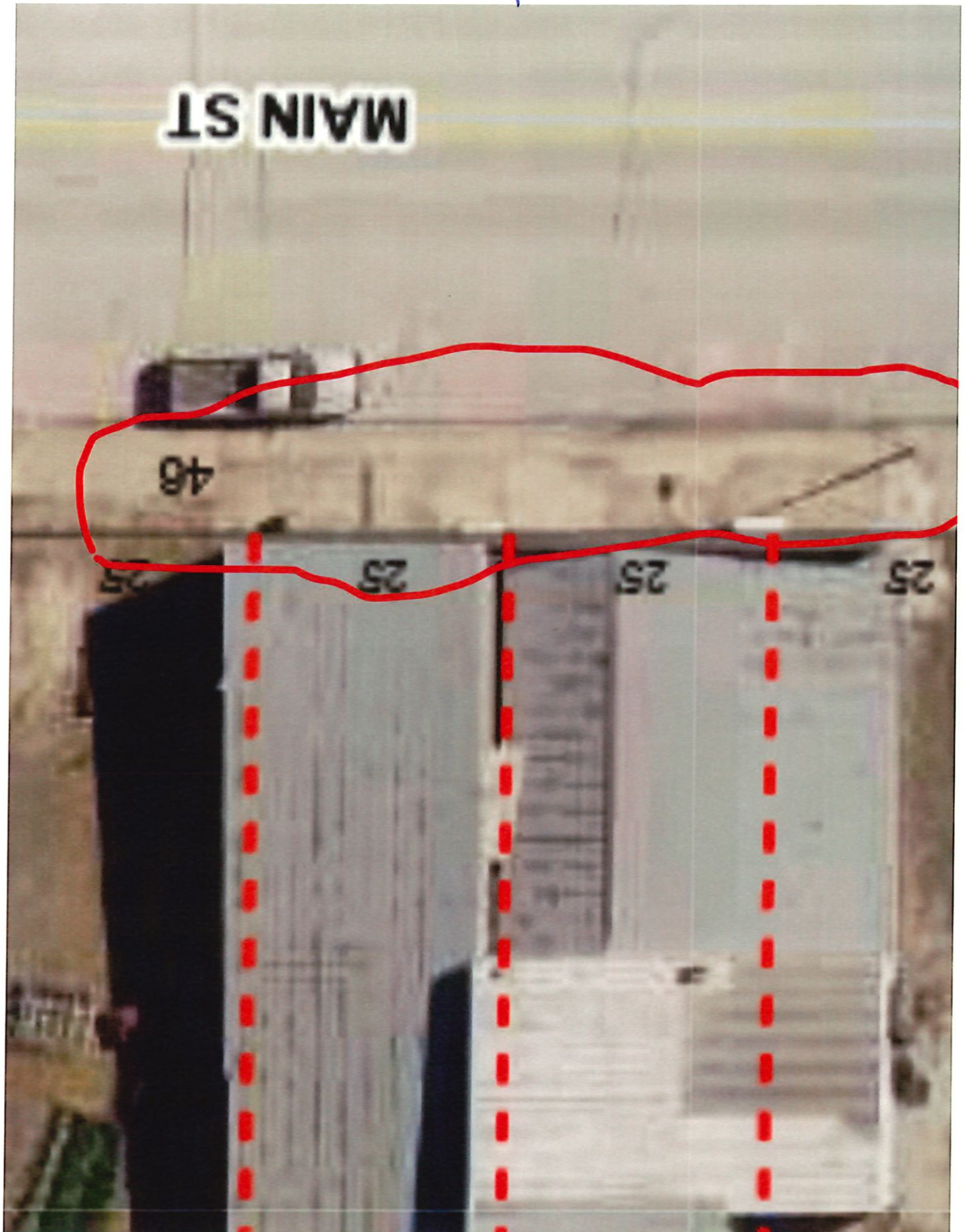
136.08 SIDEWALK STANDARDS. Sidewalks repaired, replaced, or constructed under the provisions of this chapter shall be of the following construction and meet the following standards:

1. Cement. Portland cement shall be the only cement used in the construction and repair of sidewalks.
2. Construction. Sidewalks shall be of one-course construction.
3. Sidewalk Base. Concrete may be placed directly on compact and well-drained soil. Where soil is not well drained, a three-inch sub-base of compact, clean, coarse gravel or sand shall be laid. The adequacy of the soil drainage is to be determined by the City.
4. Sidewalk Bed. The sidewalk bed shall be so graded that the constructed sidewalk will be at established grade.
5. Length, Width and Depth. Length, width and depth requirements are as follows:
 - A. Residential sidewalks shall be at least four feet wide and four inches thick, and each section shall be no more than six feet in length.
 - B. Business District sidewalks shall extend from the property line to the curb. Each section shall be four inches thick and no more than six feet in length.
 - C. Driveway areas shall be not less than six inches in thickness.
6. Location. Residential sidewalks shall be located with the inner edge (edge nearest the abutting private property) one foot from the property line, unless the Council establishes a different distance due to special circumstances.
7. Grade. Curb tops shall be on level with the centerline of the street, which is the established grade.
8. Elevations. The street edge of a sidewalk shall be at an elevation even with the curb at the curb or not less than one-half inch above the curb for each foot between the curb and the sidewalk.

9. Slope. All sidewalks shall slope one-fourth inch per foot toward the curb.
10. Finish. All sidewalks shall be finished with a broom finish or wood float finish.
11. Curb Ramps and Sloped Areas for Persons with Disabilities. If a street, road, or highway is newly built or reconstructed, a curb ramp or sloped area shall be constructed or installed at each intersection of the street, road, or highway with a sidewalk or path. If a sidewalk or path is newly built or reconstructed, a curb ramp or sloped area shall be constructed or installed at each intersection of the sidewalk or path with a street, highway, or road. Curb ramps and sloped areas that are required pursuant to this subsection shall be constructed or installed in compliance with applicable federal requirements adopted in accordance with the Federal Americans with Disabilities Act, including (but not limited to) the guidelines issued by the Federal Architectural and Transportation Barriers Compliance Board.

(Code of Iowa, Sec. 216C.9)

21



46 Main Street

58

21



46 main

59

21



46 main

60

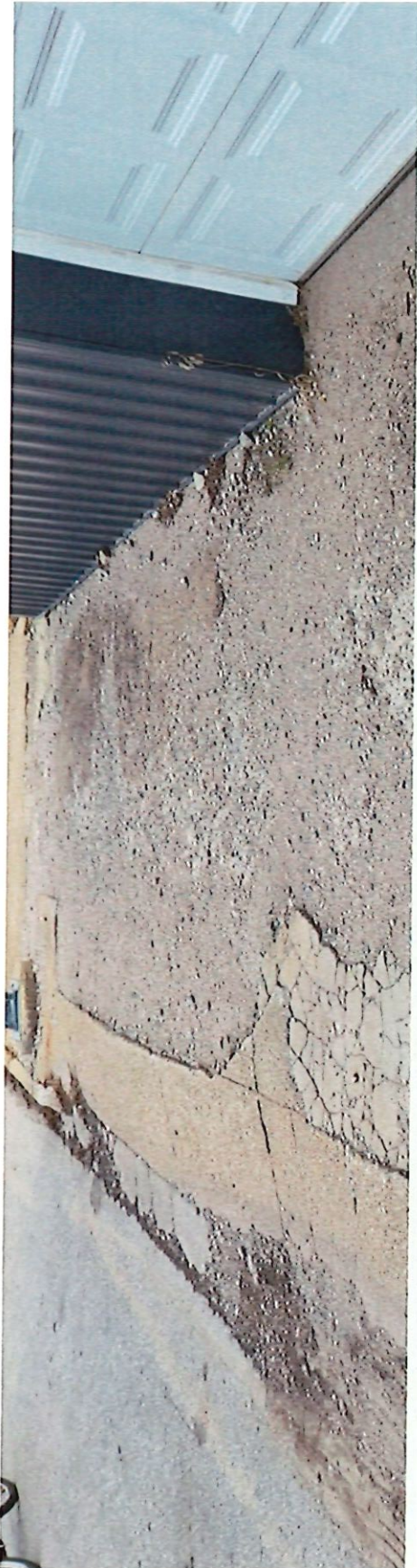
21



46 main

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21



46 Main

62



114 Main Street

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114 Main

64

21



114 Main

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21



204 Main st

66

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204 Main

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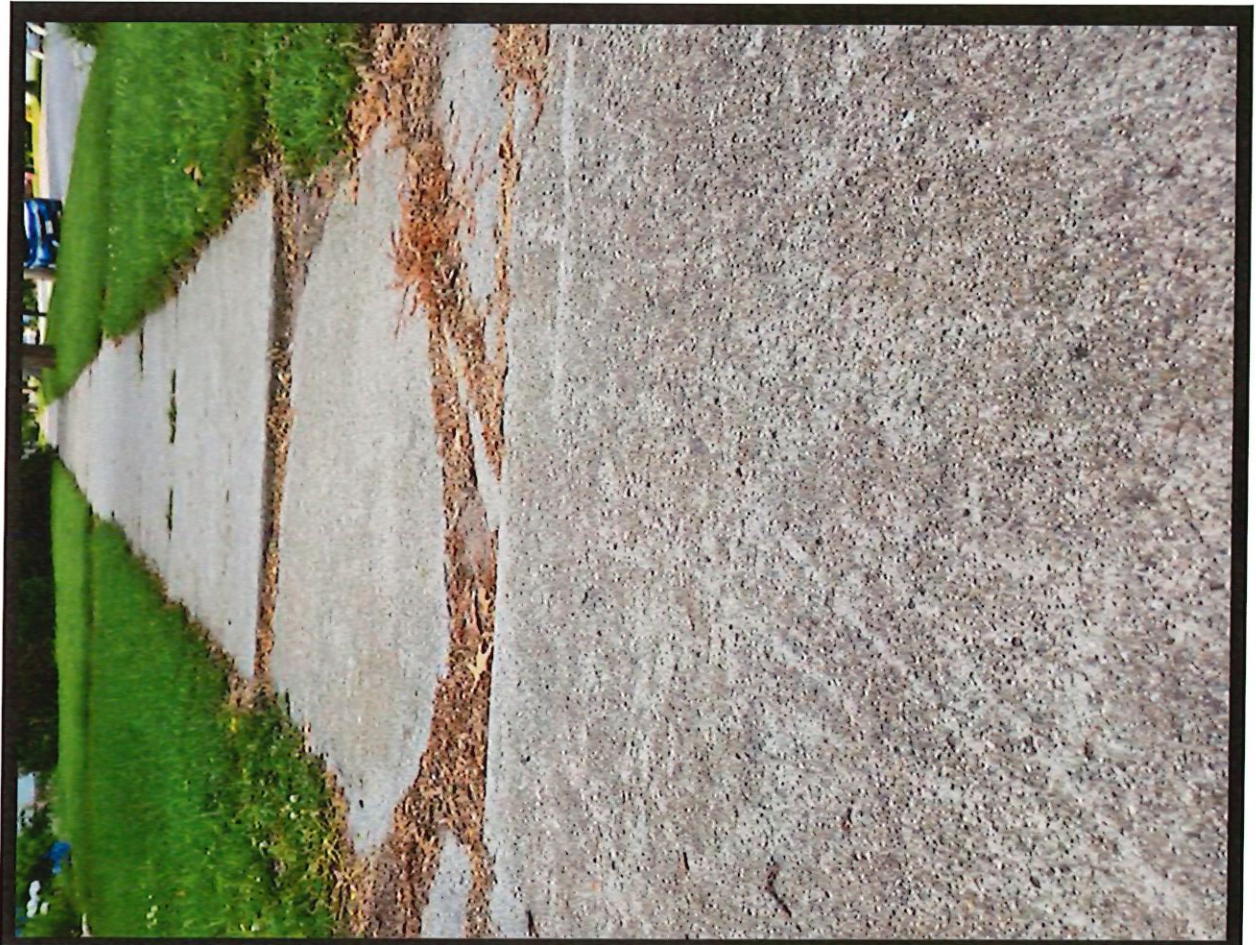
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204 main

68

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204 Main

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204 Main

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400 Baldwin Street

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400 Baldwin

72

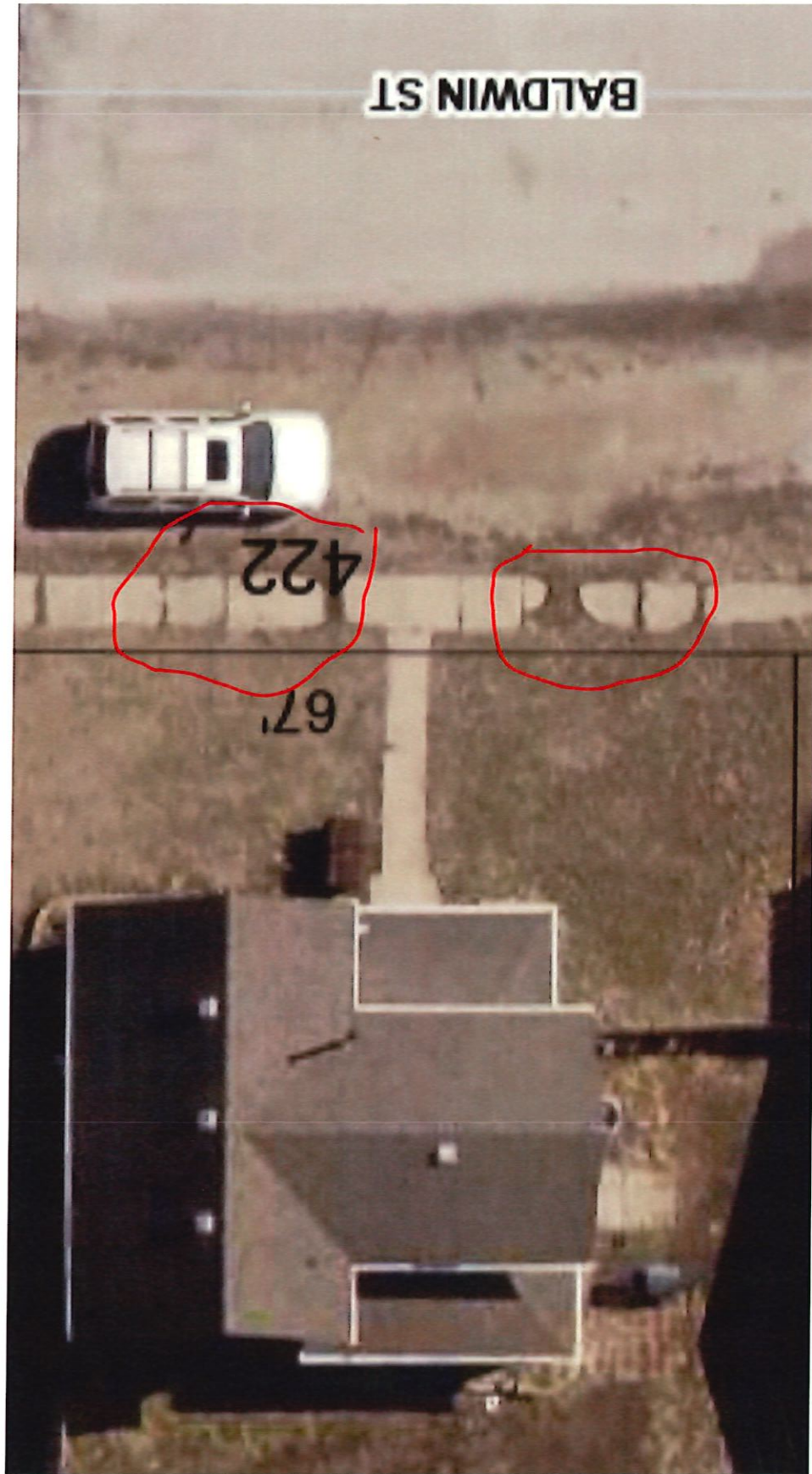
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400 Baldwin

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21



422 Baldwin street

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21



422 Baldwin

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422 Baldwin

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21



422 Baldwin

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620 Baldwin Street

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620 Baldwin

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620 Baldwin

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Recreational Vehicles

Definition

For the purpose of this ordinance, a recreational vehicle (RV) is defined as a vehicle towed or self-propelled on its own chassis or attached to the chassis of another vehicle

Such vehicles include, but are not limited to, travel trailers, campers, motorcoach homes, trailers for hauling, personal watercraft, snowmobiles, golf carts, lawn mowers, ATV's, and other recreational vehicles.

Purpose

Recreational vehicles do not meet building code standards as a dwelling.

Restrictions

1. RVs when not in use as intended must be on a permanent solid foundation.
2. Living in an RV as a residence on private property is generally not permitted but there are limited exceptions.
 - a. Acceptable exceptions are on a parcel permitting agricultural use provided such use or occupancy shall not exceed 14 cumulative days in any calendar year.
 - b. A mobile home may be on private property for care purposes or during new home construction, but only for a maximum of one year and requires a zoning permit from the city and a separate 911 address.
3. Zoning permits are crucial for any temporary or accessory dwelling use of a mobile or manufactured home. These permits are time limited. Failure to obtain the necessary permits can lead to enforcement actions.
4. Recreational vehicles are prohibited from being parked on a roadway, public property (unless in a city-authorized camping area), or the city right of way at any time or from blocking a sidewalk. RVs shall not be parked on a city street except for the purpose of loading or unloading, not to exceed 24 hours.

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Fire meeting -- no EMS meeting

From LanceSusanBrett Livesay <livesaysl@yahoo.com>

Date Mon 8/18/2025 7:43 PM

To Cityof Maxwell <cityofmaxwell@hotmail.com>

Fire Meeting August 18, 2025

Members present; Susie L, Derek R, Wyatt L, Ryan L, Jared H, Tom H, Kenik P, Jerry H, Lawson D, Brandon B, Trevor C, Carl M, Tony N, Lucas N, Shawn Z

Visitors present: none

Meeting called to order 7:03 pm

Citizen's forum – None

Reading of last month's minutes. Motion to approve Derek, seconded Carl

Old Business – none

Call Critique – 7-24 – 8th St and N Ave, Nevada 4 people,

8-10 – 30314 560th Ave Cambridge, cancel 10 people

8-13 – 31100 653rd Lot 45, gas leak, 7 people

8-16 – 613 Metcalf CO alarm, 2 people

8-18 – 708 Main St CO check, 7 people

Chief's News – W4 forms need to be filled out and returned to Tony when completed. December for next call money disbursements – if you don't have it filled out you will not receive call money,

LOSAP Awards program to pay firefighters and EMS – City voted no this time. Will discuss it again next year.

Next training date September 7th

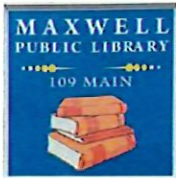
Next fire meeting September 15th at 7pm

New Business – Looking into scheduling a burn trailer.

Committee reports none.

Motion to adjourn 7:23 Trevor, seconded Derek.

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Library Board Report

September 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:

Total- 187

MOVIES:

Total- 41

ATTENDANCE:

Total - 548

Children- 83 Adults-151

BRIDGES:

Total Out- 152

On hold-126

Computers-Adult- 23

Child - 22

**** new for library annual survey purpose**

Printables - 75

Hot Spots-4

Open hours- 83/83

CURRENT EVENTS

- Seeking Fill in help for Saturdays/staff coverage
- Repairs for building with City continued
- General survey for State
- Fall program planning
- Annual Halloween party/trick or treat planning

UP COMING EVENTS

- Monday activities beginning Oct 6th
- Annual Halloween party
- Beggar's night
- Weeding books
- Continued policy reviews

Maxwell Public Library Minutes
Board of Trustees
August 21, 2025
6:00 PM @ Maxwell Public Library

Opening

Meeting of the Maxwell Public Library Board of Trustees was called to order at 6:04 PM on August 21, 2025, in person at the library. Board members in attendance were Shawna, Amanda, and Jill. Library Director Anna was also present.

1. Call to order
2. Roll call
3. Approval of agenda –
 - i. Motion Amanda 1st Jill 2nd Yay- 3 Nay- 0
4. Consent items
 - a. Approval of July 2025 minutes Motion Jill 1st Amanda 2nd Yay- 3 Nay- 0
 - b. Approval of July 2025 bills Motion Amanda 1st Jill 2nd Yay- 3 Nay- 0
5. Reports
 - a. Director's Report
 - i. Starting in Oct. Monday hours will change to 1pm-7pm
 - b. Friends Group
 - c. Grants
 - i. Jill is working on the Story County Community Grant
6. Business
 - a. Vote and/or discuss Policies
 - i. Hours/Closures/Severe Weather – UTD Fall 2024
 - ii. Freedom to Read
 - iii. Freedom to View
 - iv. Library Bill of Rights
 - v. Internet/Wireless Policy
 - vi. Reformatting & Uploading to Website- Goal was set to have a better understanding of website itself, bring it up to date by the New Year using "Handbook" format
 - b. Vote and/or discuss – Board Training 20 minutes completed – 10 mins. Reading & 10 minutes discussion
 - c. Vote and/or discuss Budget Motion Amanda 1st Jill
7. Open Forum
 - a. Board talked about the shared Google drive and making a shared email address – This will be finalized in the coming meetings.
8. Adjourn

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Adjournment

The July meeting was adjourned at 7:05PM.

Next Meeting will be held September 25, 2025, in person at the library at 6pm.

Next Meeting Anticipated Topics:

1. Google drive/Email account

85

September Clerk's Report

- FEMA finally acknowledged our land transfer request and attorney is working on it.
- League of Cities Conference and Training 9/17 & 9/18. City Hall will have shortened hours 9/17.
- IMFOA Fall virtual classes 10/1 -10/3 from 8:00 AM to 3:00 PM. Attendance requires active participation via Zoom with camera on. City Hall will have shortened hours when Carrie isn't able to cover.
- Attended Flood Plain Management Training
- Attended Street Finance Report Training
- Middle School Career Day is coming to City Hall on September 30.
- I inquired about franchise fees with Windstream and Huxley Communication. Awaiting responses from both.
- Code Enforcement sent list of 3 properties he suggests the city proceed with abatement. Sent 30-day letters with deadline of 9/26 to comply.
- Working on submitting Derelict Shed Grant paperwork back to DNR for reimbursement.

BUDGET REPORT
CALENDAR 9/2025, FISCAL 3/2026

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	60,285.00	.00	15,071.16	25.00	45,213.84
	FIRE TOTAL	65,380.00	55.28	9,122.68	13.95	56,257.32
	AMBULANCE TOTAL	33,410.00	55.27	5,142.41	15.39	28,267.59
	BUILDING INSPECTIONS TOTAL	3,800.00	75.00	961.05	25.29	2,838.95
	ANIMAL CONTROL TOTAL	400.00	.00	.00	.00	400.00
	PUBLIC SAFETY TOTAL	163,275.00	185.55	30,297.30	18.56	132,977.70
	ROADS, BRIDGES, SIDEWALKS TOTA	92,180.00	1,683.94	28,345.42	30.75	63,834.58
	STREET LIGHTING TOTAL	29,200.00	.00	5,406.42	18.52	23,793.58
	SNOW REMOVAL TOTAL	1,740.00	.00	.00	.00	1,740.00
	CARBAGE TOTAL	92,700.00	.00	13,298.18	14.35	79,401.82
	STORM WATER TOTAL	.00	112.50	112.50	.00	112.50-
	PUBLIC WORKS TOTAL	215,820.00	1,796.44	47,162.52	21.85	168,657.48
	WATER,AIR,MOSQUITO CONTRO TOTA	200.00	.00	786.25	393.13	586.25-
	HEALTH & SOCIAL SERVICES TOTA	200.00	.00	786.25	393.13	586.25-
	LIBRARY TOTAL	42,510.00	771.09	6,051.76	14.24	36,458.24
	PARKS TOTAL	68,490.00	3,123.06	35,028.92	51.14	33,461.08
	TREES TOTAL	5,000.00	.00	.00	.00	5,000.00
	CEMETERY TOTAL	8,400.00	540.08	3,797.89	45.21	4,602.11
	CULTURE & RECREATION TOTAL	124,400.00	4,434.23	44,878.57	36.08	79,521.43
	ECONOMIC DEVELOPMENT TOTAL	17,000.00	.00	3,519.70	20.70	13,480.30
	COMMUNITY & ECONOMIC DEV TOTA	17,000.00	.00	3,519.70	20.70	13,480.30
	MAYOR/COUNCIL/CITY MGR TOTAL	9,730.00	.00	99.12	1.02	9,630.88
	CLERK/TREASURER/ADM TOTAL	78,700.00	2,537.64	29,857.26	37.94	48,842.74
	ELECTIONS TOTAL	700.00	.00	.00	.00	700.00
	LEGAL SERVICES/ATTORNEY TOTAL	47,800.00	707.20	7,035.40	14.72	40,764.60
	CITY HALL/GENERAL BLDGS TOTAL	32,150.00	438.66	4,941.91	15.37	27,208.09
	TORT LIABILITY TOTAL	34,310.00	7,677.00	7,908.00	23.05	26,402.00
	GENERAL GOVERNMENT TOTAL	203,390.00	11,360.50	49,841.69	24.51	153,548.31
	SEWER/SEWAGE DISPOSAL TOTAL	95,580.00	.00	.00	.00	95,580.00
	DEBT SERVICE TOTAL	95,580.00	.00	.00	.00	95,580.00

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BUDGET REPORT
CALENDAR 9/2025, FISCAL 3/2026

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	ROADS, BRIDGES, SIDEWALKS TOTA	50,000.00	3,013.45	20,521.55	41.04	29,478.45
	SEWER/SEWAGE DISPOSAL TOTAL	50,000.00	.00	.00	.00	50,000.00
	CAPITAL PROJECTS TOTAL	100,000.00	3,013.45	20,521.55	20.52	79,478.45
	WATER TOTAL	200,740.00	4,285.58	26,666.90	13.28	174,073.10
	SEWER/SEWAGE DISPOSAL TOTAL	372,930.00	4,694.28	60,096.94	16.11	312,833.06
	ENTERPRISE FUNDS TOTAL	573,670.00	8,979.86	86,763.84	15.12	486,906.16
	TRANSFERS IN/OUT TOTAL	442,310.00	.00	30,980.00	7.00	411,330.00
	TRANSFER OUT TOTAL	442,310.00	.00	30,980.00	7.00	411,330.00
	TOTAL EXPENSES BY FUNCTION	1,935,645.00	29,770.03	314,751.42	16.26	1,620,893.58

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BUDGET REPORT
CALENDAR 9/2025, FISCAL 3/2026

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	618,475.00	15,213.68	126,921.31	20.52	491,553.69
	WASHINGTON TWSHP TRUST TOTAL	27,210.00	.00	.00	.00	27,210.00
	ROAD USE TAX TOTAL	118,560.00	1,717.30	7,008.05	5.91	111,551.95
	EMPLOYEE BENEFITS TOTAL	25,130.00	845.74	42,556.67	169.35	17,426.67-
	UTILITY FRANCHISE TOTAL	25,000.00	.00	.00	.00	25,000.00
	LOCAL OPTION SALES TAX TOTAL	184,700.00	.00	.00	.00	184,700.00
	DEBT SERVICE TOTAL	95,580.00	.00	.00	.00	95,580.00
	BALDWIN ST PROJECT TOTAL	.00	3,013.45	20,221.55	.00	20,221.55-
	REMOVAL OF TREES TOTAL	25,000.00	.00	300.00	1.20	24,700.00
	SEWER TAP REPAIR TOTAL	50,000.00	.00	.00	.00	50,000.00
	SIDEWALK REPLACEMENT TOTAL	25,000.00	.00	.00	.00	25,000.00
	WATER TOTAL	202,540.00	4,285.58	26,666.90	13.17	175,873.10
	SEWER TOTAL	374,730.00	4,694.28	91,076.94	24.30	283,653.06
	SEWER LOANS TOTAL	163,720.00	.00	.00	.00	163,720.00
	TOTAL EXPENSES BY FUND	=====	=====	=====	=====	=====
		1,935,645.00	29,770.03	314,751.42	16.26	1,620,893.58
		=====	=====	=====	=====	=====

89

BUDGET REPORT
CALENDAR 9/2025, FISCAL 3/2026

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	60,285.00	.00	15,071.16	25.00	45,213.84
	FIRE TOTAL	65,380.00	55.28	9,122.68	13.95	56,257.32
	AMBULANCE TOTAL	33,410.00	55.27	5,142.41	15.39	28,267.59
	BUILDING INSPECTIONS TOTAL	3,800.00	75.00	961.05	25.29	2,838.95
	ANIMAL CONTROL TOTAL	400.00	.00	.00	.00	400.00
	PUBLIC SAFETY TOTAL	163,275.00	185.55	30,297.30	18.56	132,977.70
	ROADS, BRIDGES, SIDEWALKS TOTA	92,180.00	1,683.94	28,345.42	30.75	63,834.58
	STREET LIGHTING TOTAL	29,200.00	.00	5,406.42	18.52	23,793.58
	SNOW REMOVAL TOTAL	1,740.00	.00	.00	.00	1,740.00
	GARBAGE TOTAL	92,700.00	.00	13,298.18	14.35	79,401.82
	STORM WATER TOTAL	.00	112.50	112.50	.00	112.50-
	PUBLIC WORKS TOTAL	215,820.00	1,796.44	47,162.52	21.85	168,657.48
	WATER,AIR,MOSQUITO CONTRO TOTA	200.00	.00	786.25	393.13	586.25-
	HEALTH & SOCIAL SERVICES TOTA	200.00	.00	786.25	393.13	586.25-
	LIBRARY TOTAL	42,510.00	771.09	6,051.76	14.24	36,458.24
	PARKS TOTAL	68,490.00	3,123.06	35,028.92	51.14	33,461.08
	TREES TOTAL	5,000.00	.00	.00	.00	5,000.00
	CEMETERY TOTAL	8,400.00	540.08	3,797.89	45.21	4,602.11
	CULTURE & RECREATION TOTAL	124,400.00	4,434.23	44,878.57	36.08	79,521.43
	ECONOMIC DEVELOPMENT TOTAL	17,000.00	.00	3,519.70	20.70	13,480.30
	COMMUNITY & ECONOMIC DEV TOTA	17,000.00	.00	3,519.70	20.70	13,480.30
	MAYOR/COUNCIL/CITY MGR TOTAL	9,730.00	.00	99.12	1.02	9,630.88
	CLERK/TREASURER/ADM TOTAL	78,700.00	2,537.64	29,857.26	37.94	48,842.74
	ELECTIONS TOTAL	700.00	.00	.00	.00	700.00
	LEGAL SERVICES/ATTORNEY TOTAL	47,800.00	707.20	7,035.40	14.72	40,764.60
	CITY HALL/GENERAL BLDGS TOTAL	32,150.00	438.66	4,941.91	15.37	27,208.09
	TORT LIABILITY TOTAL	34,310.00	7,677.00	7,908.00	23.05	26,402.00
	GENERAL GOVERNMENT TOTAL	203,390.00	11,360.50	49,841.69	24.51	153,548.31
	SEWER/SEWAGE DISPOSAL TOTAL	95,580.00	.00	.00	.00	95,580.00
	DEBT SERVICE TOTAL	95,580.00	.00	.00	.00	95,580.00

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BUDGET REPORT
CALENDAR 9/2025, FISCAL 3/2026

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	ROADS, BRIDGES, SIDEWALKS TOTA	50,000.00	3,013.45	20,521.55	41.04	29,478.45
	SEWER/SEWAGE DISPOSAL TOTAL	50,000.00	.00	.00	.00	50,000.00
		-----	-----	-----	-----	-----
	CAPITAL PROJECTS TOTAL	100,000.00	3,013.45	20,521.55	20.52	79,478.45
	WATER TOTAL	200,740.00	4,285.58	26,666.90	13.28	174,073.10
	SEWER/SEWAGE DISPOSAL TOTAL	372,930.00	4,694.28	60,096.94	16.11	312,833.06
		-----	-----	-----	-----	-----
	ENTERPRISE FUNDS TOTAL	573,670.00	8,979.86	86,763.84	15.12	486,906.16
	TRANSFERS IN/OUT TOTAL	442,310.00	.00	30,980.00	7.00	411,330.00
		-----	-----	-----	-----	-----
	TRANSFER OUT TOTAL	442,310.00	.00	30,980.00	7.00	411,330.00
		=====	=====	=====	=====	=====
	TOTAL EXPENSES BY FUNCTION	1,935,645.00	29,770.03	314,751.42	16.26	1,620,893.58
		=====	=====	=====	=====	=====

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REVENUE REPORT

CALENDAR 9/2025, FISCAL 3/2026

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
200-815-4000	PROPERTY TAXES-WWTP	94,495.00	7,028.22	9,824.22	10.40	84,670.78
001-950-4000	PROPERTY TAXES	259,808.00	19,323.80	26,941.96	10.37	232,866.04
112-950-4000	PROPERTY TAXES	22,927.00	1,705.23	2,342.66	10.22	20,584.34
001-950-4003	AG LAND TAXES	628.00	150.00	213.12	33.94	414.88
001-950-4013	LIABILITY & PROP INSUR LEVY	40,346.00	3,000.85	4,159.14	10.31	36,186.86
		*****	*****	*****	*****	*****
	PROPERTY TAXES TOTAL	418,204.00	31,208.10	43,481.10	10.40	374,722.90
		*****	*****	*****	*****	*****
200-815-4060	UTILITY-WWTP	1,085.00				1,085.00
001-950-4060	UTILITY	3,449.00				3,449.00
112-950-4060	UTILITY	263.00				263.00
120-950-4065	UTILITY FRANCHISE TAX	25,000.00		4,661.07	18.64	20,338.93
121-950-4090	LOCAL OPTION REVENUE	169,400.00		14,646.96	8.65	154,753.04
		*****	*****	*****	*****	*****
	OTHER CITY TAXES TOTAL	199,197.00	.00	19,308.03	9.69	179,888.97
		*****	*****	*****	*****	*****
001-170-4120	BUILDING PERMITS	3,600.00	75.00	450.00	12.50	3,150.00
001-950-4100	ALCOHOL & BEER PERMITS	800.00	241.56	241.56	30.20	558.44
001-950-4105	CIGARETTE PERMITS	70.00		75.00	107.14	5.00-
		*****	*****	*****	*****	*****
	LICENSES & PERMITS TOTAL	4,470.00	316.56	766.56	17.15	3,703.44
		*****	*****	*****	*****	*****
001-430-4310	SHELTER RENT	1,000.00	230.00	1,747.00	174.70	747.00-
600-810-4311	WIRELESS COMM RENT	10,930.00		2,953.13	27.02	7,976.87
001-950-4300	INTEREST	15,000.00		1,201.55	8.01	13,798.45
		*****	*****	*****	*****	*****
	USE OF MONEY & PROPERTY TOTAL	26,930.00	230.00	5,901.68	21.91	21,028.32
		*****	*****	*****	*****	*****
001-150-4475	TOWNSHIP CONTRIBUTIONS - FIRE	24,510.00		18,491.26	75.44	6,018.74
001-160-4475	TOWNSHIP CONTRIBUTIONS -EMS	11,060.00		15,085.48	136.40	4,025.48-
301-210-4400	FEDERAL GRANTS			25,795.00		25,795.00-
110-210-4430	ROAD USE REVENUE	120,700.00		9,384.10	7.77	111,315.90
001-410-4440	STATE GRANTS - LIBRARY	1,700.00				1,700.00
001-410-4465	COUNTY LIB CONTRIBUTIONS	17,000.00				17,000.00
001-450-4475	TOWNSHIP - CEMETERY			752.87		752.87-
001-520-4465	COUNTY CONTRIBUTIONS	7,000.00				7,000.00
016-950-4475	TOWNSHIP CONTRIBUTIONS	43,000.00				43,000.00
		*****	*****	*****	*****	*****
	INTERGOVERNMENTAL TOTAL	224,970.00	.00	69,508.71	30.90	155,461.29
		*****	*****	*****	*****	*****
001-290-4500	SALES - GARBAGE	95,760.00	2,386.62	17,006.32	17.76	78,753.68

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REVENUE REPORT

CALENDAR 9/2025, FISCAL 3/2026

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
001-290-4501	YARD WASTE BAGE FEES	50.00	7.50	19.50	39.00	30.50
001-290-4530	PENALTIES - GARBAGE	100.00				100.00
001-290-4560	SALES TAX REVENUE - GARBAGE	60.00	2.80	11.20	18.67	48.80
001-450-4500	SALES - CEMETERY	1,000.00				1,000.00
001-450-4501	GRAVE OPENINGS	150.00				150.00
600-810-4500	SALES - WATER	174,501.00	5,219.98	35,399.56	20.29	139,101.44
600-810-4530	PENALTIES - WATER	7,750.00	320.08	1,595.84	20.59	6,154.16
600-810-4550	MISC CHARGES - WATER	1,000.00		75.00	7.50	925.00
600-810-4561	WATER EXCISE TAX	12,020.00	311.87	1,974.92	16.43	10,045.08
610-815-4500	SALES - SEWER	374,810.00	11,575.70	72,726.15	19.40	302,083.85
610-815-4530	PENALTIES - SEWER	730.00	40.00	220.00	30.14	510.00
610-815-4560	SALES TAX REVENUE - SEWER	2,260.00	78.23	278.15	12.31	1,981.85
001-950-4550	MISC CHARGES - GENERAL		50.00	50.00		50.00-
		*****	*****	*****	*****	*****
	CHARGES FOR FEES & SERVIC TOTA	670,191.00	19,992.78	129,356.64	19.30	540,834.36
		*****	*****	*****	*****	*****
001-410-4705	LIBRARY PRIVATE DONATION	1,000.00		292.00	29.20	708.00
001-430-4705	PARK DONATIONS	200.00				200.00
600-810-4730	DEPOSIT REVENUE	1,050.00	200.00	600.00	57.14	450.00
001-950-4700	MISC REVENUE	200.00	4.68	274.68	137.34	74.68-
		*****	*****	*****	*****	*****
	MISCELLANEOUS TOTAL	2,450.00	204.68	1,166.68	47.62	1,283.32
		*****	*****	*****	*****	*****
001-910-4830	TRANSFER IN	136,910.00				136,910.00
003-910-4830	TRANSFER IN	7,200.00				7,200.00
016-910-4830	TRANSFER IN	1,500.00				1,500.00
019-910-4830	TRANSFER IN	8,000.00				8,000.00
301-910-4830	TRANSFER IN	24,980.00				24,980.00
305-910-4830	TRANSFER IN	25,000.00				25,000.00
306-910-4830	TRANSFER IN	50,000.00				50,000.00
307-910-4830	TRANSFER IN	25,000.00				25,000.00
625-910-4830	TRANSFER IN	163,720.00		30,980.00	18.92	132,740.00
		*****	*****	*****	*****	*****
	TRANSFERS IN TOTAL	442,310.00	.00	30,980.00	7.00	411,330.00
		*****	*****	*****	*****	*****
	REVENUE SOURCE TOTAL	1,988,722.00	51,952.12	300,469.40	15.11	1,688,252.60

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