

**PUBLIC NOTICE**  
**THE MAXWELL CITY COUNCIL WILL HOLD A SPECIAL**  
**MEETING ON TUESDAY, JANUARY 16, 2024 AT 6:00 PM AT**  
**MAXWELL CITY HALL, 107 MAIN STREET, MAXWELL,**  
**IA**

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

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF AGENDA**
- 4. DISCUSSION AND ACTION ON GIS MAPPING**
- 5. BUDGET PLANNING FOR FISCAL YEARS 2024/2025**
- 6. ADJOURN**

Silver Smith

Initial Setup Cost:	\$2654
Annual Hosting Fee:	\$1234 Each year on the renewal date
1 GPS/Tablet Device:	\$3150
1 GPS/Tablet Recurring Fee:	\$600 (Unlimited data) each year on the renewal date

Total Upfront Cost for Software/GIS Marking pkg: \$6404

Annual Recurring Fee for Software/data pkg: \$1834 (Each year on the renewal date)

1. SSD agrees to perform for Client the services described in this Agreement, which consist of providing the software and data service for the collection and maintenance of Client's data, marking the GPS coordinates of specified Client fire hydrants (if Client has selected this service), and maintaining Client's data on SSD's server or other third-party data service.
2. All fees for services provided pursuant to this Agreement are non-refundable (except as set forth in Section 13 below). Invoices issued by SSD to Client are due upon receipt. If Client fails to pay within 30 days of the invoice date, Client agrees to pay interest at 1% per month on all overdue amounts.
3. Notices shall be provided to, and communication shall occur between:

Silversmith Data

Maxwell, Iowa

Kevin Carpenter

kcarpenter@silversmithinc.com

515-351-2166

Each individual listed above shall be authorized to make binding decisions on behalf of the Party for whom he or she is listed.

4. SSD is an independent contractor of Client, and nothing contained in this Agreement shall be construed to create an employer-employee, partner, or joint venture relationship between the Parties.
5. SSD is providing services pursuant to this Agreement on an "as is" basis. In addition, Client acknowledges that SSD's sole responsibility with respect to any hardware provided by SSD to Client pursuant to this Agreement shall be to pass through the warranty, if any, provided by the manufacturer of such hardware, but SSD makes no representation as to the existence, scope, or availability of any such manufacturer's warranty. SSD HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED AND WHETHER BY STATUTE, COMMON LAW,

OR OTHERWISE, AS TO ANY MATTER RELATING TO THE SERVICES OR THIS AGREEMENT, INCLUDING (WITHOUT LIMITATION) PERFORMANCE, RESULTS, SECURITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AVAILABILITY OF DATA. SSD has no responsibility or liability for cellular service that may be provided to Client.

6. Notwithstanding anything to the contrary in this Agreement, Client's sole and exclusive remedy for any breach of this Agreement by SSD, or any claim arising out of or otherwise relating to this Agreement, shall be limited to reimbursement by SSD of the aggregate dollar amount Client actually paid to SSD pursuant to this Agreement. Under no circumstances shall SSD be liable for any other damages, costs, expenses, or claims of any kind relating to this Agreement, unless caused by SSD's negligence, gross negligence, or willful misconduct.
7. Client agrees to hold harmless, defend, and fully indemnify SSD, its affiliates, and their respective employees, agents, and subcontractors from and against any and all costs, expenses, losses, claims, actions, and damages of any kind (including reasonable attorney fees) arising out of any actual or threatened third party claim (advanced by a person or entity other than SSD or Client) that arises from or is in any way related to either (a) SSD's performance (or alleged lack thereof) of this Agreement, and/or (b) the use, storage, access to, or dissemination of Client's data, unless caused by SSD's negligence, gross negligence, or willful misconduct.
8. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
9. This Agreement contains the entire agreement of the Parties, and any and all prior and contemporaneous agreements, representations, and/or promises between the Parties relating to the subject matter of this Agreement are superseded in their entirety by this Agreement. This Agreement may only be modified by a written instrument signed by an authorized representative of each Party.
10. This Agreement is governed by the laws of the State of Michigan and any disputes arising out of this Agreement shall be litigated in Otsego County, Michigan. All Parties to this Agreement consent to the jurisdiction of the State of Michigan.
11. This Agreement may be executed in counterparts both of which together will be deemed an original of this Agreement, and this Agreement may be signed in an electronic format.
12. Client agrees to comply with all technical specifications, policies and procedures, and other requirements that may be imposed by SSD from time to time with respect to Client's receipt of the services described in this Agreement.
13. This agreement shall renew annually on contract date. Either Party may terminate this Agreement upon written notice to the other Party with 30 days written notice. If SSD terminates

this Agreement prior to a contract anniversary date, SSD shall refund to Client a prorated portion of the Annual Recurring Fees paid by Client for the contract year in which SSD terminates the Agreement.

By their signatures below, the Parties acknowledge that (i) they have had sufficient opportunity to, and have, carefully read each provision of this Agreement; (ii) they have had the opportunity to review the Agreement with legal counsel of their own choice; (iii) they understand each provision; (iv) they are not under any duress; (v) they are not relying upon any representations or promises that are not set forth in this Agreement; and (vi) they are freely and voluntarily signing this Agreement and intend to be bound by it as a solemn contractual undertaking.

Contract Date: \_\_\_\_\_

Maxwell, Iowa

By: \_\_\_\_\_

Silversmith Inc. (DBA Silversmith Data)

By: \_\_\_\_\_  
Kevin Carpenter, Silversmith Data  
Norwalk, Iowa

# SEILER

GEOSPATIAL

## Estimate

**Contact Name:** Deb Hays  
**E-mail:** cityofmaxwell@hotmail.com  
**Phone:** 515-387-8655  
**PO number:** Deb Hays

**Date Issued:** 12/20/23  
**Expiration Date:** 01/19/24  
**Account Number:** C01195

**Ship To:** City of Maxwell, IA  
107 Main St  
Maxwell, IA 50161-4489  
United States

**Bill To:** City of Maxwell, IA  
107 Main St  
Maxwell, IA 50161-4489  
United States

ESRImpTrnCatalystDA2x1\_DH\_MaxwellIA\_Dec2023

Quantity	Part Number	Description	Sale Price	Subtotal
1.00	109695-00	Trimble Catalyst DA2 Receiver Packout What is included with Catalyst DA2 Receiver (PN 109695-00) *Trimble Catalyst DA2 GNSS Receiver, *DA2 Standard Accessory Kit (PN 120523), *DA2 USB cable - micro B > Type-C - 30cm (PN 118615), *12 month Hardware Warranty Card, *Quick Start Guide	\$415.00	\$415.00
3.00	CAT-OD-PR-10	Catalyst On Demand - 10 Hour Pack	\$130.00	\$390.00
1.00	128518-00-GEO	DA2 ACCESSORY - External USB Power Pack, Li-Ion, 5000 mAh, 1 ft USB cable (Single)	\$36.00	\$36.00
1.00	109218-GEO	POUCH, TRIMBLE CATALYST (SINGLE)	\$30.00	\$30.00
1.00	109219	Rover Rod, 2M, Black, Trimble Catalyst DA1 - Flat top for threadless mounting A lower cost rod with a flat mounting for the DA1 or DA2 push-fit mount.	\$180.00	\$180.00
1.00	RAM-B-202-UN9U	RAM X-GRIP HOLDER WITH BALL FOR 9-10 TABLETS (B-SIZE BALL)	\$225.00	\$225.00
1.00	RAP-B-404-201U	RAM TOUGH-CLAW MEDIUM CLAMP BASE WITH DOUBLE SOCKET ARM	\$0.00	\$0.00
1.00	165535	ArcGIS Online GIS Professional Basic Term License This entitles one user to an ArcGIS Online account with the ability to create and manage 2D and 3D location data, produce advanced maps with ease, and share maps and apps with your team. This license will also include ArcGIS Pro Basic. *This is an annual subscription fee	\$765.00	\$765.00
8.00	MGIS-PS-ESRI-CUSTOM	Custom Esri Services See attached scope-of-work, which details the services deliverable.	\$200.00	\$1,600.00
1.00	MGIS-PS-TRAINING-FULL	Esri Custom Training (Full Day Remote) See attached preliminary training agenda based on scope of training needs. This assumes a full day of remote training via Zoom.	\$1,600.00	\$1,600.00
1.00	SEI-JS-FM	ESRI Field Maps Jumpstart Training (Remote) **This class is done virtually via Zoom** The training will be recorded and the customer will be sent an email as soon as the download is made available. The customer will then have four weeks to download their copy of the virtual training.	\$995.00	\$995.00

St. Louis Kansas City Indianapolis Chicago Milwaukee Omaha Lansing Detroit Louisville Lexington

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ESRI Field Maps "jump start" is online training, basic setup and orientation. This includes publishing customer's data to AGOL and training on field data collection. (Customer must be an existing ESRI customer and have data in a Geodatabase, if new users or need hourly services please contact [mapsupport@seilerinst.com](mailto:mapsupport@seilerinst.com), for pricing)

Includes 1 year of Seiler MGIS Tier 1 Priority Support

- Priority E-mail support for one designated contact in your organization
- Priority response to support cases
- Access to screen sharing for technical support cases
- Access to Support Video Library

Maximum Liability. This agreement shall be governed by and interpreted in accordance with the laws of the state of Missouri. Seiler's maximum liability to Customer for any and all claims, losses, expenses, costs or damages, caused by, or arising directly or indirectly under or in connection in any way with its Services or the sale or delivery thereof, however caused, and on any theory of liability (including contract, strict liability, negligence or other tort, inclusive of third-party claims), shall not exceed the price paid by Customer for such Services. TO THE EXTENT PERMITTED BY APPLICABLE MISSOURI LAW, IN NO EVENT WILL SEILER BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGE, COST OR EXPENSE OF ANY KIND WHATSOEVER, HOWEVER CAUSED INCLUDING SEILER'S OWN NEGLIGENCE, OR ANY LOSS OF SERVICE, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, LOSS OF DATA, LOSS OF CAPITAL, LOSS OF REVENUES, LOSS OF PROFIT, LOSS OF CONTRACTS, LOSS OF BUSINESS, LOSS OF GOODWILL OR ANTICIPATED SAVINGS, WASTED EXPENSES, OR WASTED MANAGEMENT TIME, EVEN IF SEILER HAS BEEN NOTIFIED OF THEIR POSSIBILITY OR THEY ARE FORESEEABLE, AND WHETHER THIS LIABILITY ARISES FROM A CLAIM BASED ON CONTRACT, WARRANTY, REPRESENTATION, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY, INDEMNITY, CONTRIBUTION OR OTHERWISE, AND CUSTOMER HEREBY SPECIFICALLY DISCLAIMS ALL RIGHTS TO, AND WAIVES THE RECOVERY OF, THESE ITEMS. SEILER MAKES NO WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OF IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE PRICES CHARGED BY SEILER FOR ITS SERVICES AND THAT, WERE SEILER TO ASSUME ANY LIABILITY IN EXCESS OF THAT SET FORTH HEREIN, SUCH PRICES WOULD, OF NECESSITY, BE SUBSTANTIALLY HIGHER. THUS, THE PARTIES AGREE THAT SUCH LIMITATIONS AND EXCLUSIONS ARE NEITHER UNREASONABLE NOR UNCONSCIONABLE.

1.00	MGIS-PS-SUPPORT5	Support - Ongoing maintenance and support on an as-needed basis 5 hours of ongoing maintenance and support on an as-needed basis. Seiler will generate a monthly report of used support hours. Support can include training, technical support, or project specific tasks (database design, ArcGIS Online app configuration, publishing services, etc). If a task is needed that will exceed the hours in the support allotment, a separate scope-of-work will be provided.	\$750.00	\$750.00
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Total Price: \$6,986.00

# SEILER

GEOSPATIAL

## Estimate

**This is not an invoice:** Applicable sales tax and/or shipping charges will apply. This product and/or associated accessories may be subject to export controls under United States law and must not be exported or re-exported without prior authorization from either the United States Department of State or Commerce, as applicable.

Scheduled delivery times could be delayed due to vendor supply. Please communicate with your Seiler sales representative to ensure your timeline needs can be met before signing this quotation.

### Please Contact Us:

**Name:** Joe Bima  
**Address:** 6522 118th Street  
Omaha  
Nebraska, 68137  
United States  
**Phone:**  
**Mobile:** (402) 618-7134  
**E-mail:** [jbima@seilerinst.com](mailto:jbima@seilerinst.com)

# FY2025 Budget Worksheets - parks

NUMBER	ACCOUNT TITLE	NEW BUDGET	Notes
001-430-6010	SALARY - PARKS	34,060	From Salary Calculation
001-430-6030	WAGES - SEASONAL/TEMP	4,290	From Salary Calculation
001-430-6110	FICA/MEDICARE - PARKS	2,930	From Salary Calculation
001-430-6130	IPERS - PARKS	3,220	From Salary Calculation
001-430-6230	TRAINING - PARKS	100	Same as FY24 Budget
001-430-6310	BLDG MAINT/REPAIR - PARK	2,230	105% of (FY22, FY23, and 2xYTD)
001-430-6320	GROUPS MAINT/REPAIR - PARKS	11,950	105% of (FY22, FY23, and 2xYTD)
001-430-6331	VEHICLE REPAIR/MAINT - PARK	4,800	105% of (FY22, FY23, and 2xYTD)
001-430-6350	OPERATIONAL EQUIP REPAIR -PARK	620	
001-430-6371	UTILITIES - PARK	4,120	130% of (FY22, FY23, and 2xYTD)
001-430-6490	PROFESSIONAL SERV	500	ADD LINE ITEM for Parks Communications for Yard Waste Cameras most Prof services under Tree Program
001-430-6501	CHEMICALS - PARKS	1,330	
001-430-6505	EQUIPMENT - PARKS	1,050	Use current budget + 5%
001-430-6507	OPERATING SUPPLIES	1,050	105% of (FY22, FY23, and 2xYTD)
001-430-6509	POSTS/SIGNS - PARKS	-	
001-430-6710	VEHICLE PURCHASE - PARKS	4,600	Payment for Purchase of Truck
001-430-6727	CAPITAL EQUIPMENT - PARKS	-	
	<b>PARKS TOTAL</b>	<b>76,850</b>	
001-435-6320	GROUPS MAINT/REPAIR - TREES	900	Mulching, planting, arbor day program
001-435-6490	PROFESSIONAL SERV - TREES	-	arborist, nursery, landscape architect
001-435-6727	CAPITAL EQUIPMENT - TREES	1,000	cost of tree
	<b>TREES TOTAL</b>	<b>1,900</b>	must spend 2xPopulation
001-450-6320	GROUPS MAINT/REPAIR - CEMETRY	13,180	Add a garbage can @ \$750. Council to fill out amount based on bids.
	<b>CEMETERY TOTAL</b>	<b>13,180</b>	



**FY2025 Budget Worksheets** - Parks

NUMBER    ACCOUNT TITLE    NEW BUDGET    Notes

305-210-6411    LEGAL

305-210-6499    OTHER CONTRACTUAL SERV

305-210-6727    CAPITAL EQUIPMENT - TREES    1,000    cost of tree  
 Put money here as 50/50 match money for ROW tree replacement with maintenance requirement.

305-210-6801    PRINCIPAL PAYMENTS

305-210-6851    INTEREST PAYMENTS

ROADS, BRIDGES, SIDEWALKS TOTA    1,000

TRANSFERS IN/OUT TOTAL    -

REMOVAL OF TREES TOTAL    1,000  
 Change name of Project to Public Trees so removal and replacement can be done over years.

# FY2025 Budget Worksheets *parks*

## FY25 BUDGET NOTES

NUMBER	ACCOUNT TITLE	FY25 BUDGET	NOTES
001-430-4310	SHELTER RENT	1,200	
001-430-4466	COUNTY CONTRIBUTIONS	-	
001-430-4485	ALLIANT ENERGY GRANT	6,900	
001-430-4706	PARK DONATIONS	200	
001-431-4485	SCCF GRANT	-	
001-435-4485	TREE GRANTS	-	
001-450-4475	TOWNSHIP - CEMETERY	1,500	
001-450-4500	SALES - CEMETERY	1,200	
001-450-4501	GRAVE OPENINGS	200	

Where is camper rent and money from Market in the Park?

New for FY25