

CITY OF WILLMAR

COMMUNITY DEVELOPMENT COMMITTEE MEETING

5:15 PM, MONDAY, JANUARY 25, 2021

TELECONFERENCE GOTOMEETING

(VIRTUAL MEETING INSTRUCTIONS BY EMAIL)

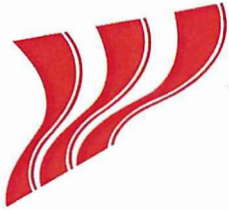
Chair:

Vice Chair:

Members: **Rick Fagerlie**
 Vicki Davis
 Tom Butterfield
 Mike O'Brien

AGENDA

1. Meeting Called to Order
2. Roll Call
3. Discussion Items
4. Action Items
 - A. Election of Officers
 - B. Set Meeting Time and Date
 - C. Resolution Authorizing Administrator to Enter into Agreement for New ESRI Software for Planning & Development
 - D. Resolution Authorizing Administrator to Enter into Agreement with ProWest for Creation of HUB site for Comprehensive Plan
5. Future Agenda Items
6. Department Updates
7. Adjourn



City of Willmar

Committee Action Request

Meeting Date:	1/25/2021	Agenda Item Number:	4C
Agenda Section:	4 – Action Items	Originating Department:	Planning & Development Services
Resolution	Yes	Prepared By:	Sarah Swedburg, Planner
Ordinance	No	Reviewed By:	Brian Gramentz, City Administrator
No. of Attachments	3	Presented By:	Sarah Swedburg, Planner
Item:	Resolution Authorizing Administrator to Enter into Agreement for New Esri Software		

RECOMMENDED ACTION:

Motion By: _____, Second By: _____ to adopt a resolution authorizing the Administrator to enter into the “Small Enterprise Agreement” for new Esri Software.

OVERVIEW:

Over the past year, the Planning & Development Department has researched software alternatives that can greatly enhance the capabilities and efficiencies of the City Planner, the development of proposals, the creation and maintenance of the Comp Plan, and to more effectively and quickly illustrate the intent of proposed planning policies. It has been determined that this Esri is the most comprehensive and cost-efficient option. It integrates seamlessly with the City’s geographical data sets and allows the department to significantly increase the capabilities and breadth of work from one planner. This software greatly expands the potential of GIS, and can be used across other City Departments, the EDC, and with external partners.

The Enterprise Agreement includes unlimited users for GIS mapping and analysis. Additionally, it includes ArcGIS Online user accounts and service credits, insight and tracker accounts, and Utility Network extensions. With an Enterprise Agreement, the City also has access to reduced fees for Esri Hub and Urban extensions (detailed below).

The Esri “Hub” extension will initially be utilized by the Planning and Development department to assist in the creation of the Comprehensive Plan. Hub Site will be a GIS/Data-Integrated website with 2-way communication with up to 100 community accounts (Comp Plan Task Force Members & key organizations throughout Willmar). This site is a significant step forward for the department in our ability to perform broad community engagement during (and after) the Covid-19 Pandemic. It will increase our ability to be transparent, share exciting new projects, receive information from the public, and keep key community data accessible and up to date. In the future, the Hub Site will also be upgraded to accept citizen applications and payments. There is also potential for the Hub Site to become a city-wide platform.

The “Urban” extension supports both the Comprehensive Plan creation and Staff’s due diligence and planning analysis, both site-specific and long-term plans. Urban is one of Esri’s newest software solutions. It provides 3-D modeling of buildings and below-ground infrastructure. Urban will also greatly enhance and clarify presentations to City Council, Committees, Planning Commission, and community engagement efforts.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

- Option A: Adopt the Resolution
- Option B: Decline staff’s request
- Option C: Request more information

BUDGETARY/FISCAL ISSUES:

The City has been offered a reduced rate for the first year to begin utilizing the new Esri software. **Cost for Year-1: \$16,500** [\$10,000 (Esri) + \$5,000 (Hub) + \$1,500 (Urban)]. **Cost for Year-2: \$26,500** [\$20,000 (Esri) + \$5,000 (Hub) + \$1,500 (Urban)]. **Cost for Year-3: \$34,000** [\$27,500 (Esri) + \$5,000 (Hub) + \$1,500 (Urban)]. If we are unable to budget in future years, the City may terminate the agreement (See terms 3.3 & 3.4). Year 1 costs were included in the Planning & Development 2021 Budget.

ATTACHMENTS:

- Resolution
- Agreement
- Software Solution Images & Descriptions

RESOLUTION NO. _____

**SMALL MUNICIPAL AND COUNTY GOVERNMENT ENTERPRISE AGREEMENT FOR
ESRI SOFTWARE**

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the City Administrator be authorized to enter into the Small Municipal and County Government Enterprise Agreement for Esri Term License Software between the City of Willmar and Environmental Systems Research Institute, Inc (Esri).

Dated this 1st day of February, 2021.

MAYOR

Attest:

CITY CLERK



March 23, 2020

David Ramstad
City of Willmar
333 SW 6th St
Willmar, MN 56201-3457

Dear David,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Nick Meyers



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 3/23/2020 To: 2/1/2021*

Quotation # Q-411274

Date: January 15, 2021

Customer # 598913 Contract # ENTERPRISE
AGREEMENT

City of Willmar
Planning & Development
333 SW 6th St
Willmar, MN 56201-3457

ATTENTION: David Ramstad
PHONE: (320) 214-5195
EMAIL: dramstad@willmarmn.gov

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$10,000.00	\$10,000.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 2	\$20,000.00	\$20,000.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 3	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
159166	1		\$5,000.00	\$5,000.00
ArcGIS Hub Premium ArcGIS Online Community Term License				
169044	1		\$1,500.00	\$1,500.00
ArcGIS Urban Suite Online Term License				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Nick Meyers

Email:

nmeayers@esri.com

Phone:

(909) 793-2853 x8305

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

MEYERSN

This offer is limited to the terms and conditions incorporated and attached herein.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 3/23/2020 To: 2/1/2021*

Quotation # Q-411274

Date: January 15, 2021

Customer # 598913 Contract # ENTERPRISE
AGREEMENT

City of Willmar
Planning & Development
333 SW 6th St
Willmar, MN 56201-3457

ATTENTION: David Ramstad
PHONE: (320) 214-5195
EMAIL: dramstad@willmarmn.gov

Subtotal:	\$64,000.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$64,000.00

Amount due for 2021: \$16,500. When the agreement is signed and returned to ESRI, ESRI will invoice the City of Willmar.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Nick Meyers

Email:
nmeyers@esri.com

Phone:
(909) 793-2853 x8305

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

MEYERSN

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-1)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
 Spatial Analyst, ArcGIS Engine Geodatabase Update,
 ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 50 ArcGIS Online Viewers
 50 ArcGIS Online Creators
 10,000 ArcGIS Online Service Credits
 50 ArcGIS Enterprise Creators
 2 ArcGIS Insights in ArcGIS Enterprise
 2 ArcGIS Insights in ArcGIS Online
 5 ArcGIS Tracker for ArcGIS Enterprise
 5 ArcGIS Tracker for ArcGIS Online
 2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 2 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

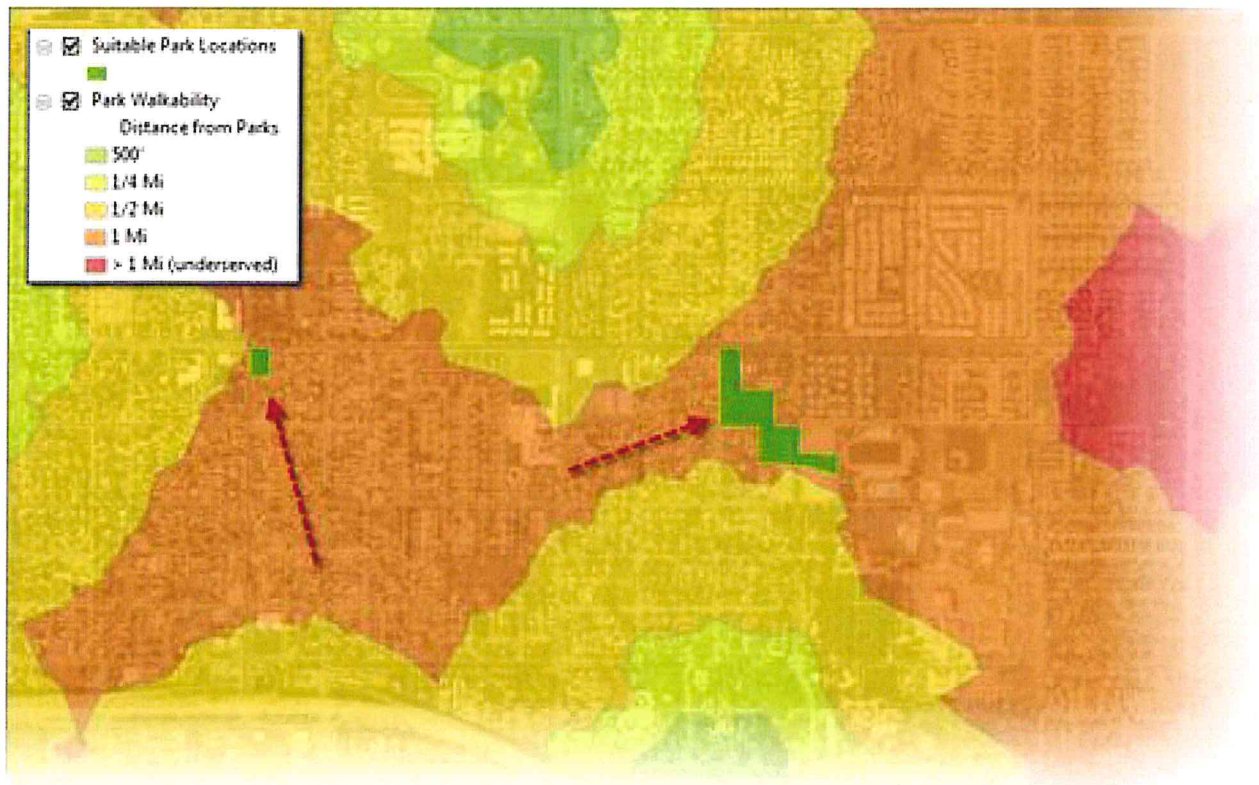
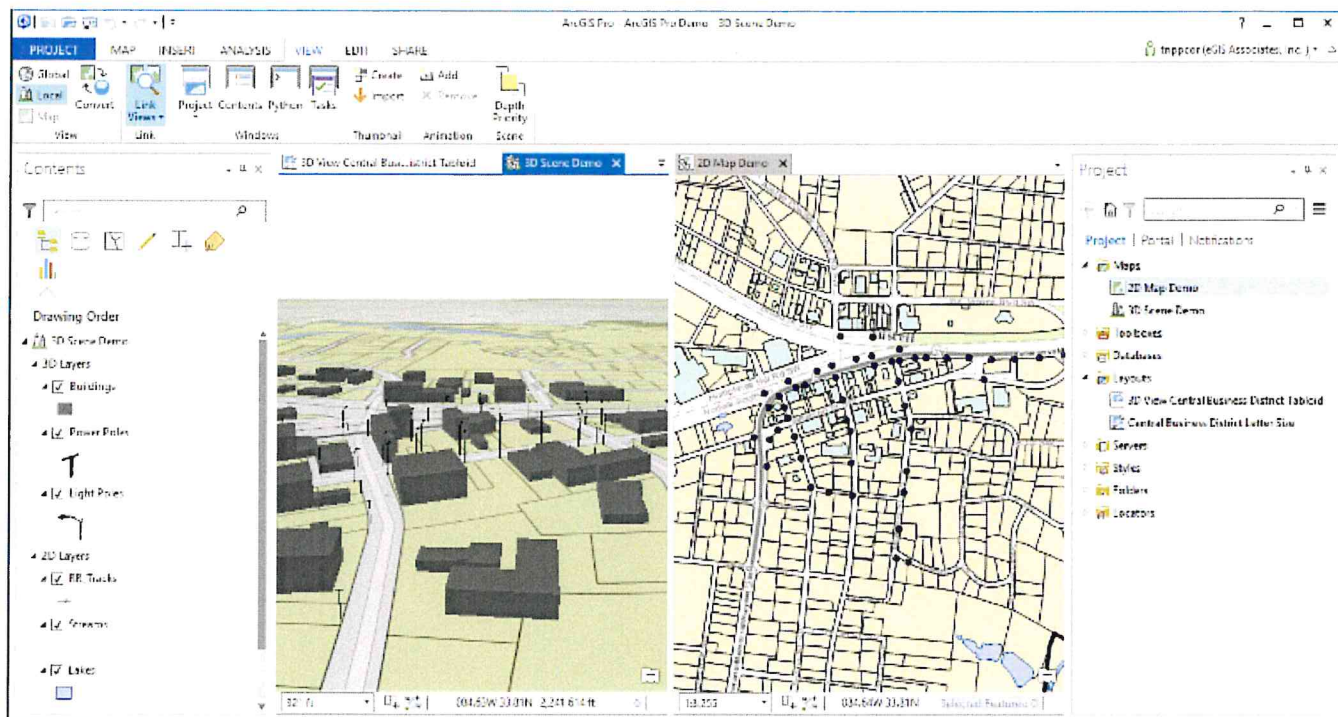
- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

ArcGIS Pro is the basic software to allow staff map creation, cartography, and spacial analysis. “ArcGIS Pro is the latest professional desktop GIS application from Esri. With ArcGIS Pro, you can explore, visualize, and analyze data; create 2D maps and 3D scenes; and share your work to your ArcGIS Online or ArcGIS Enterprise portal.”



ArcGIS Online allows seamless integration with Hub sites and sharing of between staff in the office & field. “ArcGIS Online is a complete cloud-based GIS mapping software that connects people, locations, and data using interactive maps.” Many planning departments utilize this solution to share data, tell stories, and collaborate with City Officials and the community.



ArcGIS Utility Network is the next generation spatial information management system for utilities that gives users greater functionality over massive datasets at every scale of resolution. Utilities can leverage the power of the entire ArcGIS Enterprise to provide tools with a focus on the user experience and improve communication across your organization.”



"**ArcGIS Hub** is an easy-to-configure community engagement platform that organizes people, data, and tools through information-driven initiatives. With ArcGIS Hub, organizations can leverage their existing data and technology and work together with internal and external stakeholders to track progress, improve outcomes, and create vibrant communities."



A photograph of a street scene in downtown San Francisco. On the left, a brick building with a green awning over the entrance is visible. A streetcar is stopped at a red traffic light. A person is walking on the sidewalk. The street is paved with cobblestones, and there are trees and other buildings in the background.

What retail would you like to see*

2 What type of restaurant? (optional)

3 Where would you like this to be? (optional)

4 How would you describe the Kentlands / Lakelands in a word or two?

There would be no need for a separate section.

Home Location



Validation

Visualize the Comprehensive Plan



Protected Lands

Washington County, Maryland



Development Map
Washington County, Maryland



Historic Sites Inventory
Washington County, Maryland

Historic Resources



Visions, Goals, &
Objectives



Economic
Development



Transportation



Land Use &
Development Standards



Housing



Environmental
Resources



Renville
COUNTY
Smarter. Stronger. Shining. Rejuvenating.

HUB

Home

About Us

Government

Departments

Services

How Do I?



Sign In



Open Data

This is Renville County's public hub for exploring and downloading Renville County's Open Data.

Discover Renville County's data by Category, or explore the entire collection of datasets. This is data that can be freely used, re-used and redistributed by anyone.



911 Layers



Boundaries

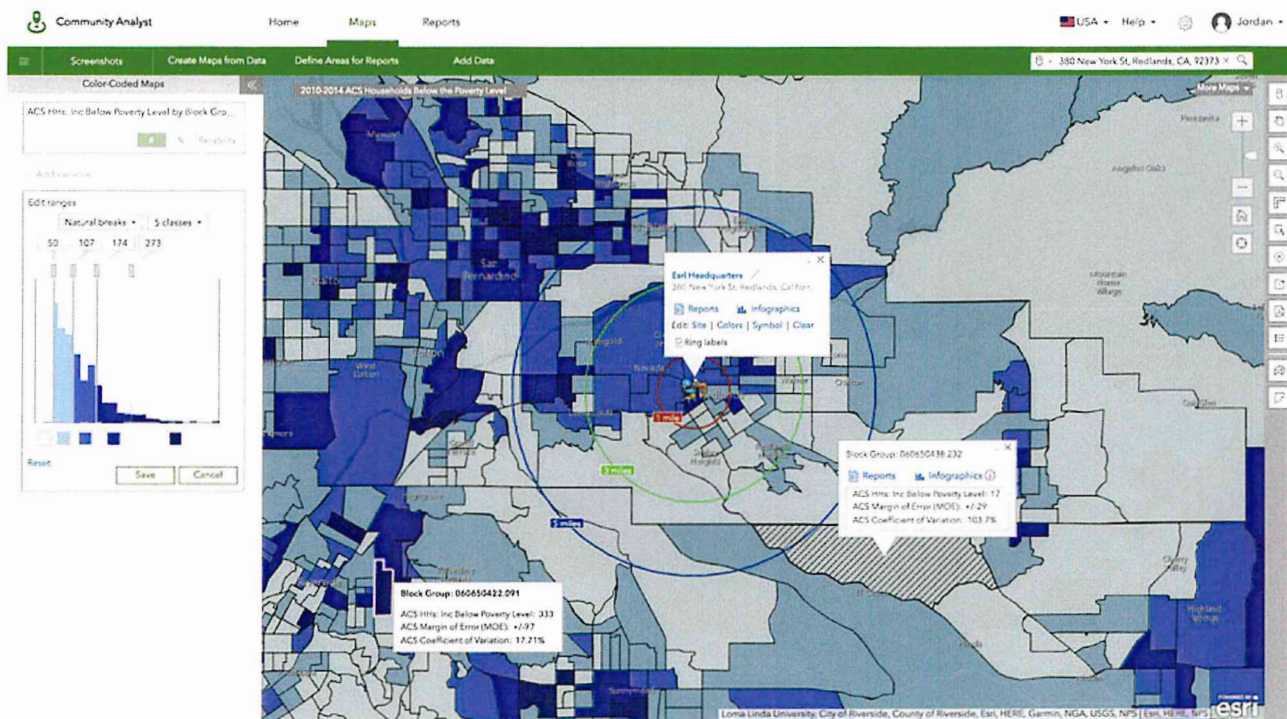


Cadastre

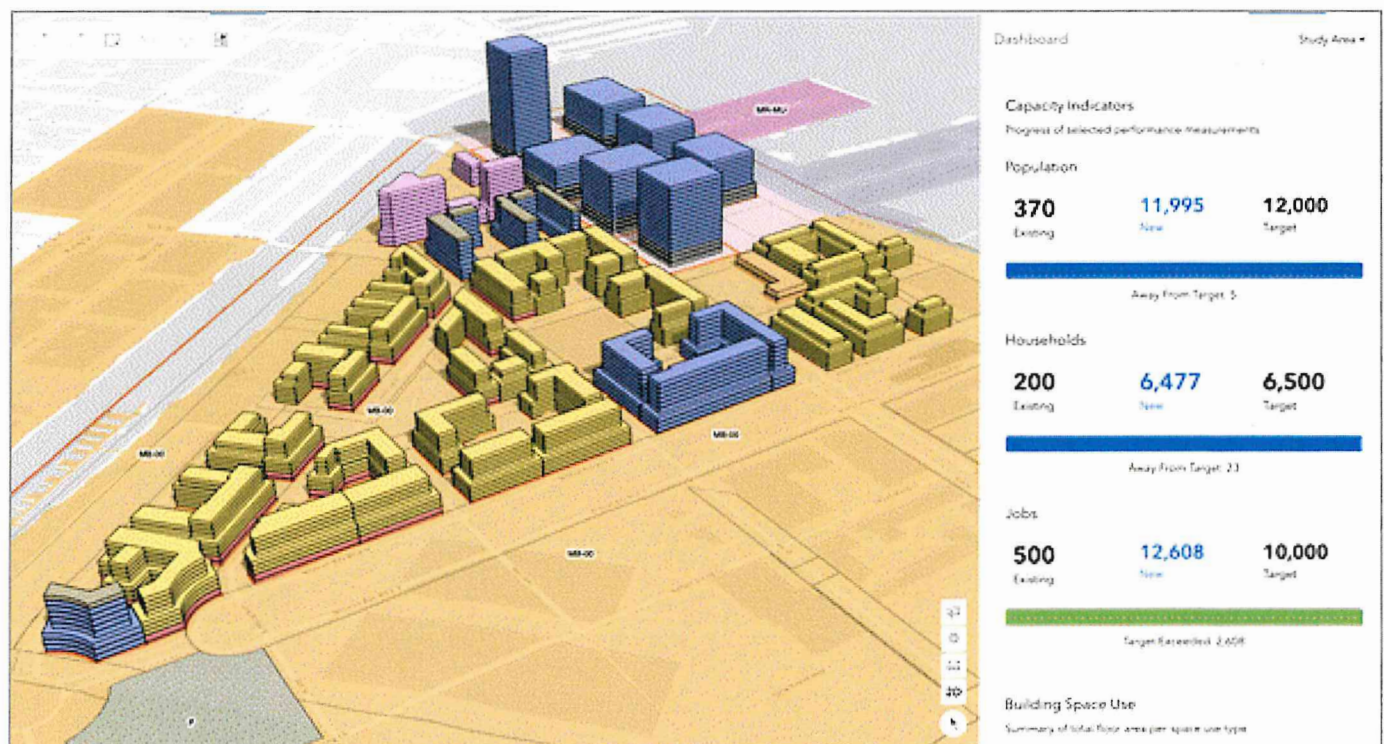


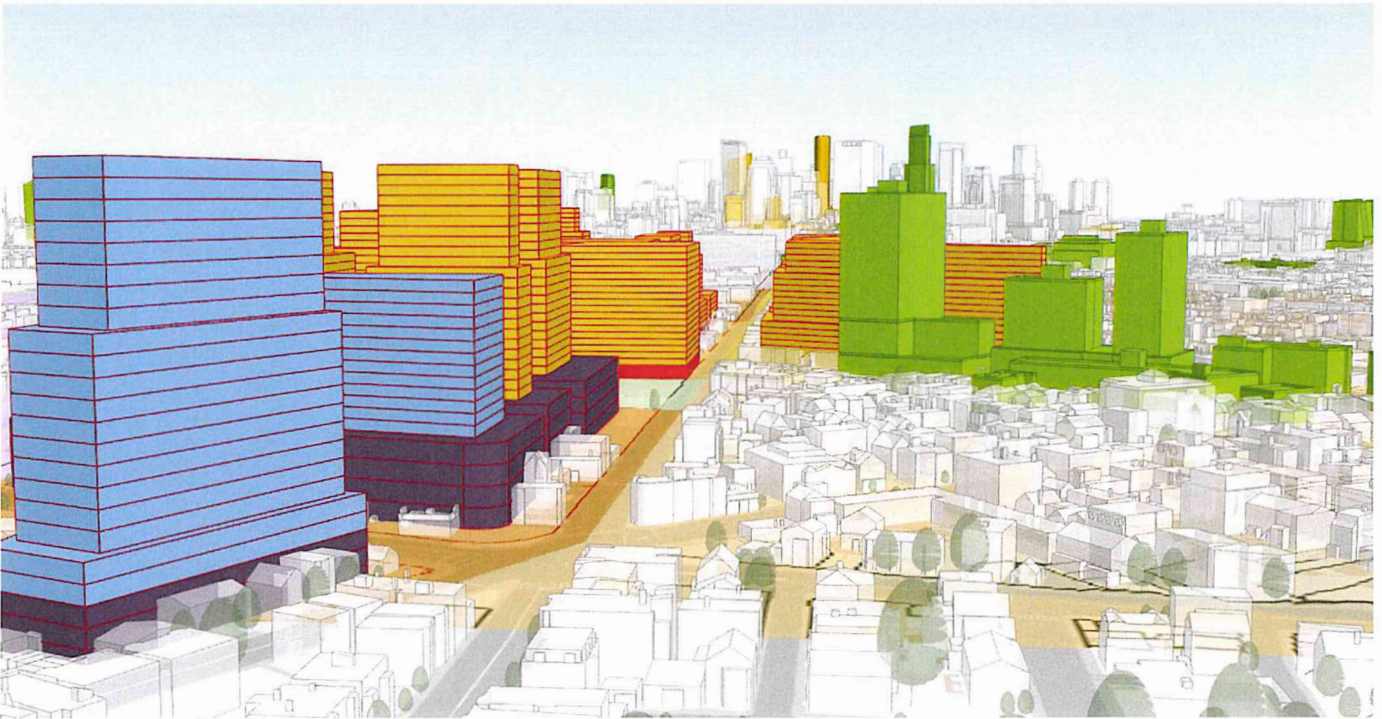
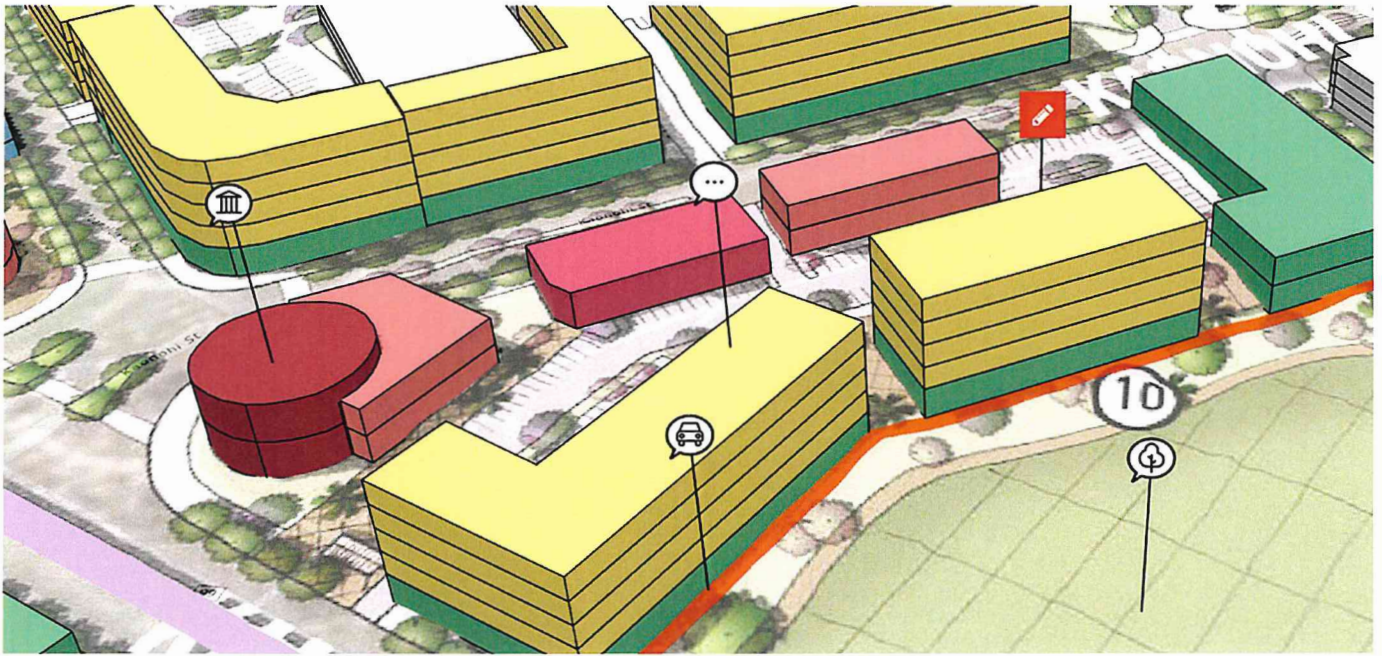
Churches & Cemeteries

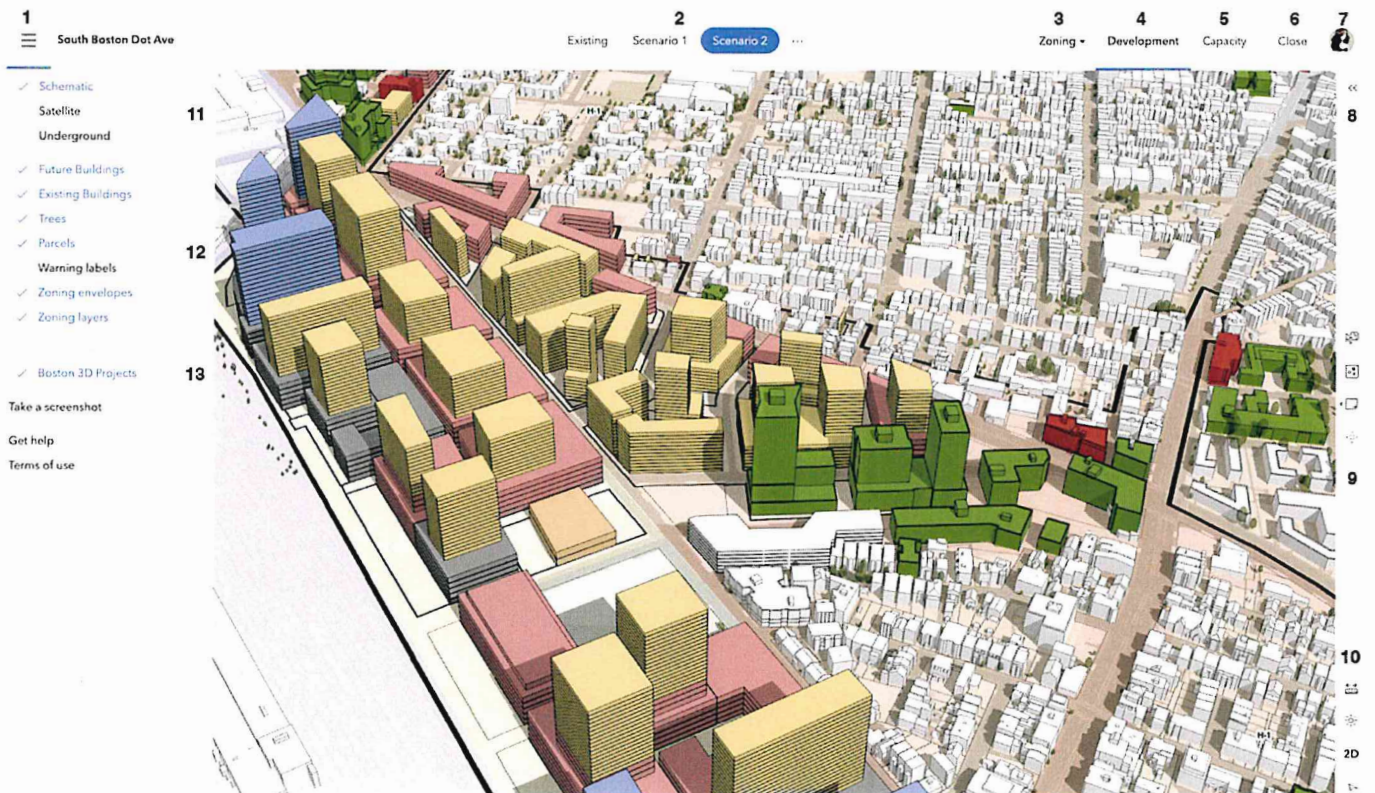
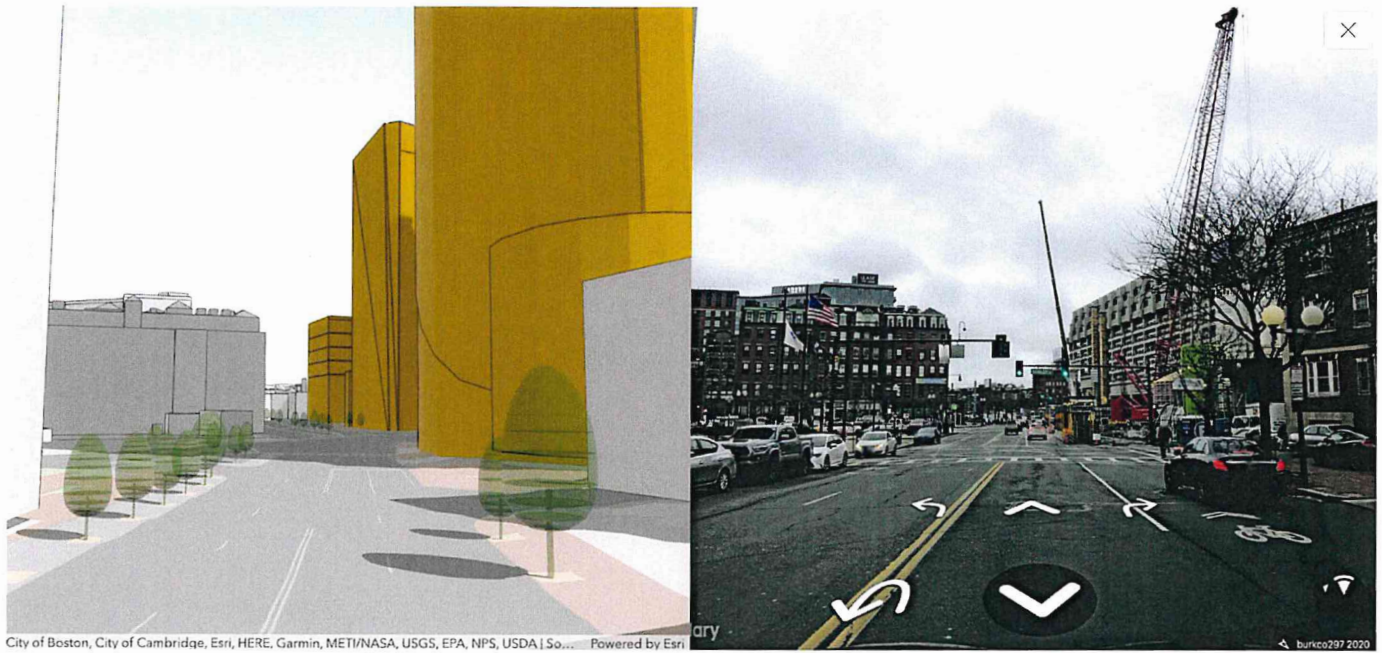
ArcGIS Community Analyst is a solution included with the Hub Premium extension (5 licenses). “Community Analyst is a Web-based system that allows you to view and analyze demographic and third-party sources of data to better understand the overall community... and make better policy decisions. These datasets range from population and households to healthcare spending and crime rates.”



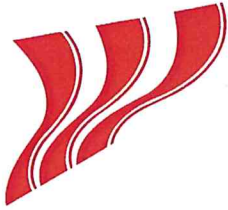
ArcGIS Urban is a software solution that is quickly transforming urban planning and design. It enables planning & design professionals to not only collaborate, but assists in visualizing projects citywide, design 3D scenarios, guide change and measure impact, and enable digital engagement.











City of Willmar

Committee Action Request

Meeting Date:	1/25/2021	Agenda Item Number:	4D
Agenda Section:	4 – Action Items	Originating Department:	Planning & Development Services
Resolution	Yes	Prepared By:	Sarah Swedburg, Planner
Ordinance	No	Reviewed By:	Brian Gramentz, City Administrator
No. of Attachments	3	Presented By:	Sarah Swedburg, Planner
Item:	Resolution Authorizing Administrator to Enter into an Agreement with Pro-West to Develop ArcGIS Hub site for Comprehensive Plan.		

RECOMMENDED ACTION:

Motion By: _____, Second By: _____ to adopt a resolution authorizing the Administrator to enter into the Agreement with Pro-West to develop an ArcGIS Hub site for the Comprehensive Plan.

OVERVIEW:

Staff is seeking assistance from Pro-West to develop an Esri-based ArcGIS Hub Site to support collaborative work during the Comprehensive Plan development, and afterwards with the many committees, stakeholders, constituents, and EDC. Pro-West is an Esri-designated State & Local Government Specialty Partner, recognized for their “expertise in state and local government, implementation and delivery of services that help their customers succeed.” Pro-West has created many Hub sites for other communities.

Pro-West will help the Planning and Development Department create the site, and staff will maintain the data and site thereafter. Scope of work includes:

- Comprehensive Plan Hub Main Page: Overview of Comp Plan, timeline, landing page for Community with documents, diagrams, graphs, and maps.
- Comp Plan 101 Hub Page: Information and media providing more detailed Comp Plan overview of its purpose, use, and the processes to develop the plan.
- Participation Hub Page: Place for organizations and community members to submit feedback on various sections of the Comprehensive Plan, provide input, share information, and follow calendar of events.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

Option A: Adopt the Resolution

Option B: Decline staff's request

Option C: Request more information

BUDGETARY/FISCAL ISSUES:

This is a one-time cost for services. The cost of this work is \$4,976.84 and was included in the Planning & Development 2021 Budget.

ATTACHMENTS:

- Resolution
- Agreement
- Sample images of other Hub sites

RESOLUTION NO. _____

PRO-WEST & ASSOCIATES, INC. AGREEMENT FOR ARCGIS HUB SITE DEVELOPMENT

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the City Administrator be authorized to enter into an agreement between the City of Willmar and Pro-West & Associates, Inc., for the development of an ArcGIS Hub Site.

Dated this 1st day of February, 2021.

MAYOR

Attest:

CITY CLERK

STANDARD TERMS AND CONDITIONS

PRO-WEST & ASSOCIATES, INC.

These Standard Terms and Conditions (the “**Agreement**”) are entered into by Pro-West & Associates, Inc., a Minnesota corporation (“**Pro-West**”) and City of Willmar, MN (the “**Client**”), as of 1/19/2021 (Pro-West and Client are referred to herein, collectively, as the “**Parties**,” and, individually as a “**Party**”).

Recitals.

- A. Pro-West provides its customers with software development, data development, and professional services.
- B. Client desires that Pro-West provide certain services to Client, and Pro-West desires the same, all pursuant to the terms and provisions of this Agreement.

Agreement.

In consideration of the recitals above, and the mutual promises in this Agreement below, the Parties agree as follows:

- 1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Pro-West agrees to provide the services set forth on the attached **Schedule 1** (the “**Services**”) to Client. Any request for modification of the Services will be effective only if agreed to in writing by both Parties.
- 2. **PAYMENT TERMS.**
 - (a) **Price.** In exchange for the Services, Client agrees to pay to Pro-West the amounts as set forth on the attached **Schedule 1** (the “**Service Fees**”). The Service Fees will include all amounts due from Client to Pro-West, including, but not limited to, the payment for Services, customs, duties, sales, use, excise, property taxes and similar charges, shipping, and travel, lodging and food expenses.
 - (b) **Invoicing.** Unless set forth to the contrary in **Schedule 1**, Pro-West will invoice Client in writing or by electronic documentation on a monthly basis for the Service Fees due with respect to the Services provided by Pro-West to Client during the prior month. Invoices for time and materials projects will provide a general description of the tasks completed and time-accrued for each task. Invoices for projects with fixed Service Fees will not include any information other than the amount owed, and, where appropriate, project progress. Except as set forth to the contrary in **Schedule 1**, Client will pay all Service Fees set forth on an invoice within thirty (45) days after the invoice date.
 - (c) **Late Payment.** In the event Client fails to pay all Service Fees due under an invoice before it is due pursuant to this Agreement, Pro-West may: (i) immediately discontinue or delay the Services without regard for any deadlines established

pursuant to this Agreement, if any, and Pro-West will have no liability whatsoever for any damages or losses incurred or suffered by Client pursuant to Pro-West's exercise of such right; and (ii) discontinue, delay, or cancel Services for pending and/or future Services, and Pro-west will have no liability whatsoever for any damages or losses incurred or suffered by Client pursuant to Pro-West's exercise of such right. Payments made after its due date pursuant to this Agreement will accrue interest at a rate of one and one-half percent (1-1/2%) per month, or the highest rate allowed by applicable law, whichever is greater.

- (d) Changes to Payment Terms. Pro-West may adjust billing terms from time to time at Pro-West's sole discretion upon thirty (30) days written notice to Client.

- 3. **INFORMATION.** For purposes of this Agreement, "**Information**" shall mean: (a) any and all information or data provided by Client to Pro-West, whether created by Client or any third party, that is used by Pro-West in the provision of Services, relied upon by Pro-West in the provision of Services, input by Pro-West into its work product pursuant to the provision of Services, or incorporated by Pro-West into its work product pursuant to the provision of Services; and (b) any and all public information or data that is used by Pro-West in the provision of Services, relied upon by Pro-West in the provision of Services, input by Pro-West into its work product pursuant to the provision of Services, or incorporated by Pro-West into its work product pursuant to the provision of Services. Client acknowledges and agrees: (m) that Pro-West may rely upon, use, and incorporate the Information into its work product and deliverables pursuant to the provision of Services, and (n) that Pro-West will not, and is not bound to, investigate, verify or confirm any Information, and (o) that Pro-West is not, and will not be, a guarantor of Information, and (p) that Client assumes all risk with respect to the Information, and (q) that Client hereby represents and warrants to Pro-West that all Information is accurate, complete, and correct.

4. OWNERSHIP.

- (a) Client Ownership of Work Product. Except for any third party software, Know-How (as defined in Section 4(d) below) or Pro-West Tools (as defined in Section 4(c) below), the Services will be deemed a "work made for hire" (as defined by the Copyright Act of 1976). Client will acquire ownership of the Services, but only after the payment in full by Client of all Service Fees due to Pro-West.
- (b) Client License. Client acknowledges and agrees that Pro-West's business depends substantially upon the accumulation of learning, knowledge, data, techniques, tools, processes, and generic materials that Pro-West utilizes and develops. Accordingly, Pro-West will retain ownership and all rights to Know-How and Pro-West will be free to use all Know-How for its business purposes or in providing services to other clients. Pro-West retains the right to use the general knowledge, experience and know-how acquired by it in the course of performing work for Client (except to the extent the same constitutes Client's proprietary property). To the extent Know-How is contained or reflected in the Services, Pro-West hereby grants Client a perpetual, worldwide, nonexclusive, nontransferable, irrevocable, royalty-free,

fully paid up right and license to use, copy, modify, and prepare derivative works of the Know-How but only to the extent the Know-How is embedded in the Services, or is necessary for Client to receive the benefit of the Services. Client will not copy the Know-How, in whole or in part, except for Client's own use or archival purposes.

- (c) Pro-West Tools. Notwithstanding anything herein to the contrary, Pro-West is and will remain the owner and/or licensee of all right, title and interest in and to any software development tools that may be used to develop any software for Client hereunder (any "**Pro-West Tools**"). This Agreement does not transfer or grant Client any rights, title, or interest in or to any Pro-West Tools.
- (d) Know-How. The term "**Know-How**" means any material of a general abstract character that is used in, enhanced, or developed in the course of providing Services, including, but not limited to, methodologies, delivery strategies, approaches, practices, generic software tools, routines, components, generic code libraries (both open source and proprietary to Pro-West), generic content, research and background materials, training materials, application building blocks, templates, analytical models, project tools, development tools, inventions, solutions, ideas and descriptions thereof.
- (e) Restriction on Transfer by Client. Client will not have the right to lease, rent, sell, pledge, assign, sublease or otherwise transfer or dispose of, in any complete, partial or modified form, the Know-How or any Pro-West Tools, notwithstanding anything herein to the contrary.
- (f) Proprietary Information. The Know-How and any Pro-West Tools are the property of Pro-West, and the ideas, systems, and methods of operation and information contained within the Know-How and any Pro-West Tools are trade secret information of Pro-West. Client understands that any unauthorized copying of the Know-How and any Pro-West Tools, and any unauthorized disclosure or use of any Pro-West trade secret information, is prohibited. Client will not use, disclose, reproduce or otherwise make available any Pro-West trade secret information to any person other than employees of Client who need to know such information in order to utilize or receive the benefit of the Services, or is necessary for Client to receive the benefit of the Services. Client will advise each of its employees who are permitted access to the Know-How, any Pro-West Tools, or any Pro-West trade secret information, of the restrictions upon duplication, disclosure and use contained in this Agreement.
- (g) Third Party Software. Notwithstanding anything herein to the contrary, the use and disclosure of any third party software is at all times subject to the terms and conditions set forth in their respective licenses with Pro-West. Pro-West makes no representations or warranties of any kind with respect to any third party software used in the provision of the Services.

5. **WARRANTIES; DISCLAIMER OF WARRANTIES.** Pro-West agrees to correct any material defects in the Services for a period of six (6) months following the completion of the Services, and such correction by Pro-West shall be Client's sole remedy for Pro-West's breach of such warranty. Defects covered under this warranty are defined as features or functionalities that operate inconsistently with the requirements set forth in the Services. **EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, PRO-WEST MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND SPECIFICALLY EXCLUDES AND DISCLAIMS ANY SUCH WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, CONTRACTUAL OR STATUTORY, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PRO-WEST OR ANY OF ITS REPRESENTATIVES WILL CREATE A WARRANTY OF ANY KIND.**
6. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, PRO-WEST WILL NOT BE LIABLE FOR ANY GENERAL, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) UPON ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIABILITY OF PRO-WEST UNDER THESE TERMS WILL BE LIMITED TO THE SERVICE FEES PAID BY THE CLIENT TO PRO-WEST IN THE TWELVE (12) MONTHS PRIOR TO OCCURRENCE OF THE EVENT THAT GAVE RISE TO SUCH CLAIM.
7. **INDEMNIFICATION.** To the fullest extent permitted by law and notwithstanding anything herein to the contrary, Client will indemnify Pro-West and hold it harmless against any and all claims, costs, expenses (including reasonable attorneys' fees), damages and liabilities for damage or injury to persons or property arising out of or in any way related to (a) this Agreement or the Services, provided that such damage or injury was not caused by Pro-West's sole negligence, gross negligence, or willful misconduct, or (b) the Information.
8. **TERMINATION.**
 - (a) Breach. Either Party may terminate this Agreement by delivery of written notice to the other Party of a material breach of the other Party; provided, however, that if the breach is curable such termination will not be effective unless and until such breach remains uncured for a period of thirty (30) days after the delivery of such notice.
 - (b) Insolvency. Either Party may terminate this Agreement without notice: (i) upon the institution by or against either Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the debt of either Party; (ii) upon either Party making an assignment for the benefit of creditors; or (iii) upon the dissolution of or ceasing to do business by either Party.

- (c) Late Payment. Pro-West may terminate this Agreement pursuant to Section 2(c).
 - (d) Effect of Termination. Upon termination of this Agreement pursuant to its terms, Pro-West will perform no Services thereafter. Client will pay for all Services rendered through the date of Termination. Termination of the Agreement will not relieve a Party in breach of this Agreement of its liability and obligations related to such breach. Notwithstanding anything herein to the contrary, the following Sections of this Agreement shall survive the termination of this Agreement and remain enforceable: 3, 4, 5, 6, 7, 8, 9, 10, and 11.
9. NONSOLICITATION OF EMPLOYEES. For that period of time beginning on the date of this Agreement and ending on the 12-month anniversary of the date when all of the Services are completed and finished, Client will not, without the prior written consent of Pro-West, either directly or indirectly, on Client's own behalf or in the service or on behalf of others, solicit, attempt to solicit, divert, hire away, or attempt to hire away any person employed by Pro-West that in any way, whether directly or indirectly, worked on or assisted in Pro-West's provision of any portion of the Services.
10. FORCE MAJEURE. Pro-West will not be liable to Client for any delay or failure of delivery or other performance caused in whole or in part by any contingency beyond Pro-West's reasonable control, including without limitation, acts of God, acts of any government or any agency or subdivision thereof, or any acts of terrorism.
11. MISCELLANEOUS.
- (a) Independent Contractor. Pro-West is an independent contractor. Nothing in this Agreement will be construed as creating any joint venture, partnership, employment or agency relationship between the Parties.
 - (b) Assignability; Binding Effect. Pro-West may transfer or assign this Agreement, or Pro-West's rights or obligations hereunder, to any successor or assign, or to any person or entity which purchases substantially all of the assets of Pro-West. Client may not assign this Agreement, or Client's rights or obligations hereunder, except by Pro-West's prior written consent. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
 - (c) Notice. All notices, requests, demands and other communications which are required or may be given under this Agreement will be in writing and will be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by confirmed facsimile, electronic or digital transmission method; the day after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice will be sent pursuant to the notice information set forth on the signature page to this Agreement. Any Party may change such Party's notice information by notice to

the other given as set forth in this paragraph above, and such change will be effective when received pursuant to the prior provisions of this paragraph.

- (d) Entire Agreement. This Agreement, together with the Schedules, constitutes the entire agreement between Pro-West and Client regarding the Services and may not be amended or modified except by a writing signed by both Parties. This Agreement supersedes any and all prior representations, proposals, agreements, negotiations, advertisements, statements or understandings, whether written or oral, relating to the Services or to any subject covered by this Agreement. For the avoidance of doubt.
- (e) Purchase Orders. The Parties agree: (i) that orders for Services may be made or modified pursuant to a purchase order from Client that is agreed to by Pro-West, in writing, and (ii) that any pre-printed terms and conditions on any such purchase order from Client shall not be applicable or enforceable, even if Pro-West has agreed to the purchase order.
- (f) Use of Definitions in Schedules. Unless defined to the contrary in the Schedules, terms used in the Schedules that are defined in this Agreement will have the same meaning as given in this Agreement.
- (g) Severability. Any invalidity, in whole or in part, of any provision of this Agreement will not affect the validity of any other provisions in this Agreement, which will remain in full force and effect.
- (h) Waiver and Modification. No provision of this Agreement will be deemed waived, modified or amended, and no breach excused, unless such waiver, modification, amendment or excuse is made in a writing signed by the Parties. The waiver of one default under this Agreement will not constitute a waiver of any subsequent default.
- (i) Limitation of Actions. Client may not bring any claim or counterclaim upon any cause of action arising out of or related to this Agreement or the Services more than ninety (90) days after such cause of action arises.
- (j) Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of Minnesota, without regard to its conflict of law principles. The Minnesota State court in Cass County and the Federal court in Duluth, Minnesota, will have exclusive jurisdiction, and the Parties will submit to such jurisdiction, in the event of any action, suit or proceeding arising out of or related to this Agreement.

[Signature Page Follows]

The Parties have entered into this Agreement as of the date set forth in the preface of this Agreement.

Pro-West:

Pro-West & Associates, Inc.

signature: _____

name: _____

title: _____

date: _____

Client:

client name: Oneida County, WI

signature: _____

name: _____

title: _____

date: _____

PROJECT ESTIMATE

Schedule 1



City of Willmar, MN Hub for Comprehensive Plan

Date: January 19, 2021

Client: City of Willmar, MN
333 SW 6th Street
Willmar, MN 56201

PROJECT MANAGEMENT

Pro-West & Associates Project Manager: Name: TBD
Phone:
Email:

Client Project Manager (PM): Name: TBD
Phone:
Email:

Invoice Contact
(if different from Client PM) Name: TBD
Address:
Email:

Project Schedule: TBD

CLIENT RESPONSIBILITIES

1. Attend all phone calls
2. Be available for any for questions if they may arise during the project
3. City must provide PWA access to a Creator User with Administrator Role in the city's ArcGIS Online Organization.
4. City must provide all narrative and media content required.
5. City must provide any and all data to be used in the Hub and its applications

**If assistance is needed with client responsibilities, additional costs may apply*

DELIVERABLES

Overall Application(s)/Page(s)

1. Comprehensive Plan Hub Main Page

- Landing page to describe the purpose and goals of the community, timelines, contact information, outline or briefly describe the other pages.
- Embed or hyperlink **Community Map** containing simple layers for general reference purposes (city boundary, roads, property parcels).
- Embed or hyperlink **Parks and Trails** map containing park areas w park POIs, trails, and walk or drive time polygons to show accessibility (city must decide time or distance for walk/drivetime distance).
- Embed or hyperlink **Development Activity** map containing points representing the development since 2017.
- Embed or hyperlink **Zoning and Special Districts** map containing zoning, opportunity zones, and renaissance districts

2. Comp Plan 101 Hub Page

- Page to contain information and media content describing the use and value of a comprehensive plan and how to use one.

3. Participate Page

- **Submit Comp Plan Feedback** - Survey123 embedded or hyperlinked from page for general public to share contact info and feedback, opt in for city emails.
- Embed or hyperlink calendar of events, and to be provided by the client.
Data

Data

**The data must be a snapshot in time and should not be connected to the living/working datasets. Must be determined if it will live on premise or in AGO as hosted feature layers.*

1. Geopolitical Areas (Type, Name)

- City multiple polygons to be merged into single multipart polygon, add county boundary polygon that's missing.

2. Road Centerlines (multiple attributes)

- TrunkHighways and Roads should be merged into a single feature class and clipped the the city boundary as appropriate.
- Consideration should be given to how roads will be used in the maps when Esri provides basemaps with road data. Are the client-provided roads information a part of the comp plan or just used for general reference?

3. Property Parcels (multiple feature classes)

- There are multiple feature classes that contain parcel geometry but have a small number of additional attributes that are used to symbolize those attributes such as zoning.

- Parcels and CityofWillmarProperty are the same geometry and should not be two datasets. Parcels contains polygons outside of the city boundary that are adjacent to it (presumably to help viewers visualize the property adjacent to the city). The township/city attribute can be used to distinguish between in-city parcels and out-of-city parcels. Both feature classes have a DevlpSts attribute, but only the CityofWillmarProperty feature class has values in it, and these values should be populated into the single source of data.
 - For any maps needing to focus on city property, recommend definition queries, styling, or other methods to differentiate parcels where parcels with city as the owner instead of creating another layer.
4. Zoning Districts
- Zoning has parcel geometry for most of the polygons, but not all polygons align with parcels. Recommend dissolving this layer into the Zoning attribute(s) so there are fewer features that will render faster on a map. Alternatively, Zoning could be joined to the parcels using the PIN attribute, add a zoning attribute(s) to the parcels and field calculate the zoning information into it. However, there are some Zoning polygons that do not have PINs, and some do not align with parcels.
5. Special Districts
- RenaissanceOverlayDistrict and OpportunityZone layers are polygons with no relevant attributes at the moment. Recommend creating one layer for special districts with basic name, type-like attributes and loading the two polygons into it.
6. Park Areas
- Create polygon layer with attributes to contain parks. Load parcels that are identified as parks in the CityofWillmarProperty dataset.
7. Park Access Areas
- Create walk/drivetime areas using the park areas to show what areas have efficient access to parks.
8. Development Activity points or polygons
- Create layer to represent development activity that contains the permit and other development information.
9. Comprehensive Plan Participants
- Points or table to contain the names of participants from the general public who provide feedback or want to engage in the planning process.

PROJECT COMPLETION & POST PROJECT SUPPORT

Project Completion:

The project will be completed when:

1. Hub and associated application(s) have been developed
2. One round of iterations has been completed

Upon project close, the Hub and applications will be managed and maintained by the City.

Post Project Support

PWA understands that support requests and/or general support inquiries will occur after the project is completed. We welcome those inquiries and look forward to supporting you in the future! Below are common inquiries related to general support requests.

1. If there are issues with the deliverables or if clarification is needed regarding the deliverables, contact the PWA Project Manager listed in this scope.
2. If the PWA Project Manager is contacted, after the project is completed, you may be invoiced for that call or email. The PM will discuss invoicing needs during the call. If you contact anyone other than the PWA Project Manager, after the project is completed, an invoice will be sent based on current hourly rates.
3. If the Project Manager is contacted after the project is completed, they are not available to respond, and the need is urgent (*ie: the Project Manager is on vacation or is attending a workshop*); contact PWA's main office number for assistance: 320-207-6868 or follow directions listed on the Project Managers out of office reply (if email is used).
 - a. There may be an invoice sent for the support request based on current hourly rates if Technical staff are contacted directly. The PWA Project Manager will follow up when they are available to discuss invoicing.
4. PWA asks that both the PWA Project Manager and the Technical person be copied on emails to ensure prompt service and clarification on needs and any additional fees. If at any time there is a question about an invoice or support need, contact the PWA Project Manager.
5. If there are general questions about any topic related to GIS and/or PWA Services, contact the PWA Project Manager listed in this scope. You may be invoiced for that call or email. The PM will discuss invoicing needs on the call.

PROJECT RISKS & MITIGATION

1. Stakeholders are not identified at the beginning of the project
 - a. Mitigation: City and PWA will identify stakeholders at the project kick off. If changes in stakeholders occur, they will be communicated to the stakeholders immediately to eliminate and/or minimize timeline and budget changes.
2. Stakeholders change throughout the project
 - a. Mitigation: Maintain the same project stakeholders throughout the project. If stakeholders do change, it is the client's responsibility to communicate the purpose of the project to the new stakeholder or for PWA to communicate changes to the client. If the project changes due to a change in stakeholders, additional charges may apply and the timeline may be affected.
3. Feedback. Various tasks will be completed throughout the project. It is the responsibility of project stakeholders to ensure that feedback is provided per the timelines agreed upon.
 - a. Mitigation: communicate feedback/task delays to project stakeholders immediately. Project budget and/or timelines may be affected by delays

COST ESTIMATE

\$4,976.84

Invoicing Schedule: PWA will invoice monthly based on percent of project completed.

If the scope, objectives, or timeline change significantly before the project is completed, we will agree to discuss any necessary modifications to our agreed-upon fee or to the scope, objectives, or timeline of the project.

** Payment is due within 45 days of an invoice date. If payments are not received within 45 days of the invoice date, a late fee of 1.5% of the invoice amount will be charged for each 45 day cycle that the payment is late.*

*** 3% convenience fee will be added for payment by credit card*

To proceed with the described services in this estimate, please sign and date below and return to the Project Manager listed above.

CLIENT

Acceptance Signature:

Pro-West & Associates

Signature:

_____ Date: _____

_____ Date: _____

Estimate valid for 90 days

“**ArcGIS Hub** is an easy-to-configure community engagement platform that organizes people, data, and tools through information-driven initiatives. With ArcGIS Hub, organizations can leverage their existing data and technology and work together with internal and external stakeholders to track progress, improve outcomes, and create vibrant communities.”

ArcGIS Hub | A Platform to Collaborate With Your Community

Organizing and Leveraging Community Interactions

Includes

- **Policy Initiatives**
(Web Sites, Apps, Maps and Reports)
- Community Identities
- Dashboard Monitoring
- Demographic Content

ArcGIS Hub

New Product

ArcGIS Online Community Organization

Government

Community

Citizen Communications

Open Data

Status Reporting

Citizen Surveys (Crowdsourcing)

Storytelling

Transparency

Vision Zero

Open Data

Urban Planning

Demographic Reporting

Easily Configured and Used

A diagram illustrating the ArcGIS Hub platform. At the center is a cloud icon labeled 'ArcGIS Hub' with 'New Product' written below it. To the left, under 'Includes', are four bullet points: 'Policy Initiatives (Web Sites, Apps, Maps and Reports)', 'Community Identities', 'Dashboard Monitoring', and 'Demographic Content'. Below these is a 'Government' icon. To the right, a 'Community' icon is connected to a list of features: 'Citizen Communications', 'Open Data', 'Status Reporting', 'Citizen Surveys (Crowdsourcing)', and 'Storytelling'. Further right, a collage of various web dashboards and maps is shown, with labels like 'Transparency', 'Vision Zero', 'Open Data', 'Urban Planning', and 'Demographic Reporting'. At the bottom, it says 'Easily Configured and Used'.

Insight Cheshire East

About Open Data Cheshire East | Suggest a dataset

Search Data

Spending and Finance

About the Council

Community

Consultations

Environment and Planning

Transport and Parking

A screenshot of the 'Insight Cheshire East' website. The header includes the 'Insight Cheshire East' logo and navigation links 'About Open Data Cheshire East' and 'Suggest a dataset'. The main banner features a landscape image with the title 'Insight Cheshire East' and a 'Search Data' input field. Below the banner is a green navigation bar with six icons and their corresponding labels: 'Spending and Finance' (bar chart), 'About the Council' (person icon), 'Community' (group of people), 'Consultations' (speech bubble), 'Environment and Planning' (map outline), and 'Transport and Parking' (car icon).

Historic Resources



Visions, Goals, &
Objectives



Economic
Development



Transportation



Land Use &
Development Standards



Housing



Environmental
Resources



Renville
COUNTY

HUB

Home

About Us

Government

Departments

Services

How Do I?



Sign In



Open Data

This is Renville County's public hub for exploring and downloading Renville County's Open Data.

Discover Renville County's data by Category, or explore the entire collection of datasets. This is data that can be freely used, re-used and redistributed by anyone.



911 Layers



Boundaries



Cadastre



Churches & Cemeteries