

COMMUNITY DEVELOPMENT COMMITTEE MINUTES

The Community Development Committee of the Willmar City Council met on Monday, January 25, 2021, by means of GoToMeeting.

<i>Present:</i>	Rick Fagerlie	Chair
	Vicki Davis	Council Member
	Mike O'Brien	Council Member
	Tom Butterfield	Council Member

Others

<i>Present:</i>	Dave Ramstad, Director of Planning and Development Services
	Sarah Swedburg, City Planner
	Nick Meyers, Account Manager at Esri

Item No. 1 Call to Order

The meeting was called to order at 5:15 p.m.

Item No. 2 Roll Call

Item No. 3 Discussion Items

Item No. 4 Action Items

a. Election of Officers (Motion)

New Committee Chair - Motion was made by Councilmember Davis for Councilmember Fagerlie to be Chair, seconded by Councilmember Butterfield. Motion passed.

New Vice Chair - Motion was made by Fagerlie for Councilmember Butterfield to be Vice Chair, seconded by Councilmember Davis. Motion passed.

b. Set Meeting Time and Date (Resolution)

Councilmembers discussed the Community Development Committee meeting times. Because the Labor Relations Committee has now moved to Tuesdays, the Committee could consider a different meeting time. A motion was made by Councilmember Butterfield to adopt a resolution setting the Community Development Committee's regular meetings to be held on the second and fourth Mondays of each month beginning at 5:30pm; seconded by Councilmember O'Brien. Motion passed.

c. Agreement for New Esri Software for Planning & Development (Resolution)

Staff presented an overview of the current methods used for mapping and aerial imagery, including a County website providing public parcel data. This city-contracted service with the county does not give staff the ability to create or analyze data other than basic maps with pre-existing layers. The proposed Esri software would greatly expand staff's capabilities to gather data, quickly analyze and provide graphic presentations of planning and community development proposals through 3D modeling, demographic mapping and cartography. In addition, the additional capabilities will also create efficiencies and improved community engagement. Nick Meyers, an Esri representative, pointed to many other cities similar to Willmar that currently use Esri's Enterprise Agreement package, as well as their Hub and Urban modules. The Enterprise Agreement would include a number of Esri software solutions, including: ArcGIS Pro, ArcGIS Online, ArcGIS Utility Network, ArcGIS Hub, ArcGIS Community Analyst, and ArcGIS Urban. The Esri Software package will cost \$16,500 for the first year, which is a discounted price because the City is new to Esri. The agreement allows the city to opt-out during annual renewal if budgeting is constrained. The fee has been included in the 2021 Planning & Development Budget.

Motion was made by Councilmember Davis to adopt a Resolution to authorize the Administrator to enter into the "Small Enterprise Agreement" for New Esri Software for Planning & Development; seconded by Councilmember O'Brien. Motion passed.

d. Consultant Services Contract with Pro-West for Creation of Hub site for Comprehensive Plan (Resolution)

Staff presented information on Pro-West who is a third-party contractor that specializes in government GIS at a local, county, state and federal levels. They've been an Esri partner for several decades and are located in Walker, MN. Pro-West would build Willmar's Hub site using the Esri platform. They would also train staff to administer the new ArcGIS Hub site. ArcGIS Hub would allow for direct 2-way communications, 21st Century Community Engagement and Comprehensive Plan Tools. The Comprehensive Plan could be integrated through this space along with applications, surveys, data and maps, as examples. In the future, it is staff's hope that the Hub site could be used by constituents for applications and payments, and ultimately be expanded for use by all city departments. There is a one-time expense of \$4,976.84 which has also been included in the 2021 Planning & Development Budget.

Motion was made by Councilmember O'Brien to adopt a Resolution to authorize the Administrator to enter into the contract with Pro-West to implement ArcGIS Hub site for the Comprehensive Plan; seconded by Councilmember Davis. Motion passed.

Item No. 5 Future Agenda Items (Information)

Staff continues to work on the Hotel RFP which is an idea to solicit developers that might be interested and create a market study to see if it is feasible to have a downtown hotel that might be connected to the Hospital.

Staff mentioned that they are looking into an app that individuals can load into their cellphones, where community members can report complaints such as dilapidated or blighted buildings, attach a photo, mark its location, and receive updates on the review process.

Item No. 6 Department Updates (Information)

Staff presented information recapping Building Permit data for the year 2020. There was about \$41,000,000 worth of projects last year and \$390,000 in Permit fees. Roughly 4% of permit fees were waived as they were in the Renaissance Zone. Some of the major projects recently permitted in the City are for the Kandiyohi County Jail, Project Turnabout, MNDOT, Herzog Apartment Building, Carris Health-ACMC exterior renovation and BNSF Yard Office.

There being no further business to come before the Committee, the meeting was adjourned at 6:15 p.m. by Chair Fagerlie.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "D. Ramstad", with a horizontal line drawn through it.

David P. Ramstad, PhD
Director of Planning and Development Services

CITY OF WILLMAR

COMMUNITY DEVELOPMENT COMMITTEE MEETING

5:15 PM, MONDAY, JANUARY 25, 2021

TELECONFERENCE GOTOMEETING

(VIRTUAL MEETING INSTRUCTIONS BY EMAIL)

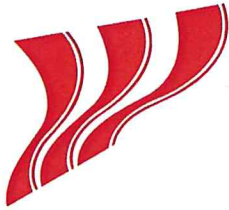
Chair:

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



Council Action Request

Council Meeting Date:	2/1/2021	Agenda Item Number:	#
Agenda Section:	#	Originating Department:	Planning & Development Services
Resolution	Yes	Prepared by:	Sarah Swedburg, Planner
Ordinance	No	Reviewed By:	Brian Gramentz, City Administrator
No. of Attachments	1	Presented By:	David Ramstad, Planning & Development Director
Item:	Resolution to establish the Community Development Committee Meeting Dates and Time		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to establish the regular meeting dates and time for the Community Development Committee of the City Council.

COMMITTEE/BOARD/COMMISSION RECOMMENDATION:

It is the Community Development Committee's recommendation to approve this resolution.

OVERVIEW:

On February 19, 2019 the Council passed a resolution reinstating City Council subcommittees which included the established regular meeting dates and times for each of the four committees. With the election of new City Council members and adjustment to the Labor Committee meeting time and day, it has been requested that the Community Development Committee meet on 2nd and 4th Mondays at 5:30pm.

PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:

Option A: Approve the proposed resolution
Option B: Request further information or modifications
Option C: Not approve the proposed resolution

BUDGETARY/FISCAL ISSUES:

NA

ATTACHMENTS:

Resolution

RESOLUTION NO. _____

ESTABLISH MEETING DATE AND TIME FOR COMMUNITY DEVELOPMENT COMMITTEE

Motion By: _____

Second By: _____

WHEREAS, the Willmar City Council adopted Resolution 19-034 on February 19, 2019 reinstating City Council subcommittees and establishing the meeting dates and time; and

WHEREAS, the current members of the Community Development Committee have decided to change their meeting date.

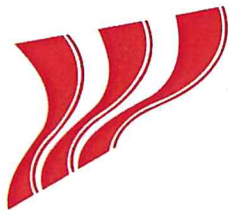
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Willmar, Minnesota, that the regular meeting dates and time for the Community Development Committee are the second and fourth Mondays of each month starting at 5:30 p.m.

Dated this 1st day of February, 2021.

MAYOR

Attest:

CITY CLERK



Council Action Request

Meeting Date:	2/1/2021	Agenda Item Number:	#
Agenda Section:	#	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 & David Ramstad, Director of Planning and Development
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 illustrate the intent of proposed planning policies more effectively and quickly. 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



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:

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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
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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:

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.



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
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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:

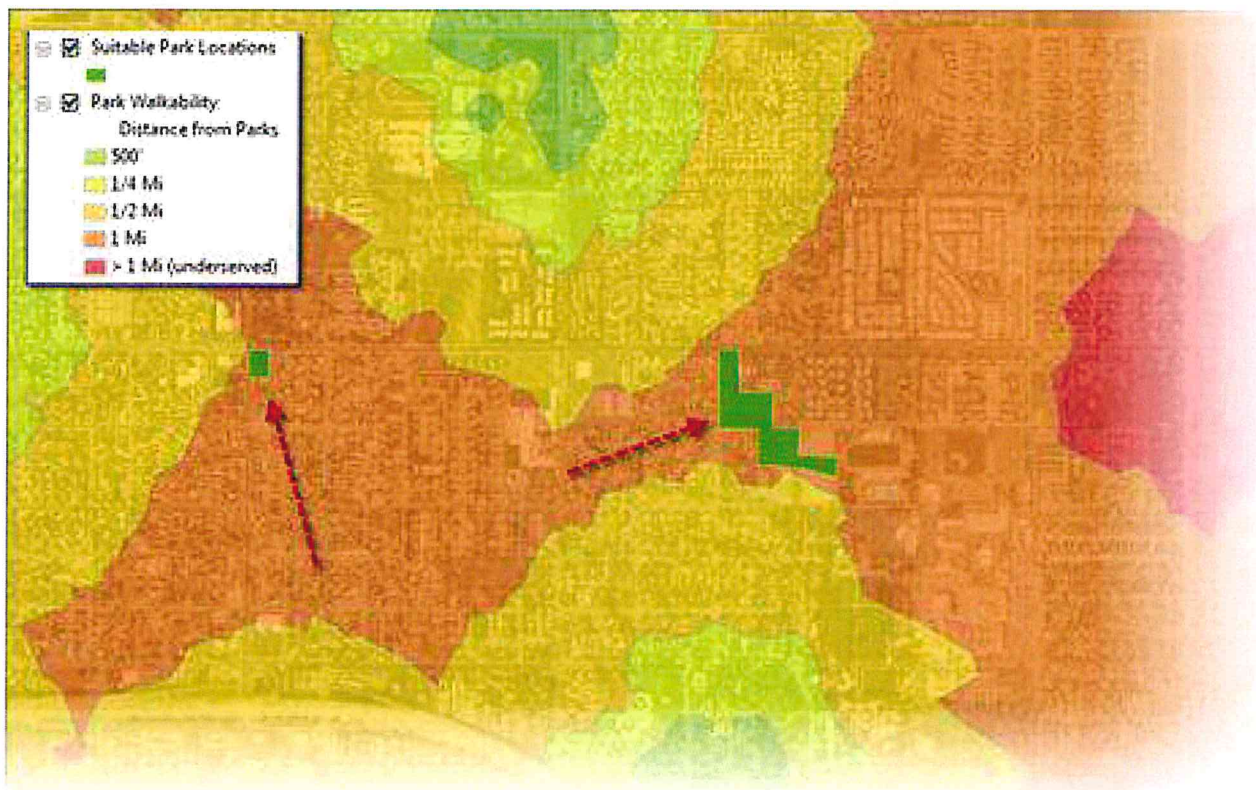
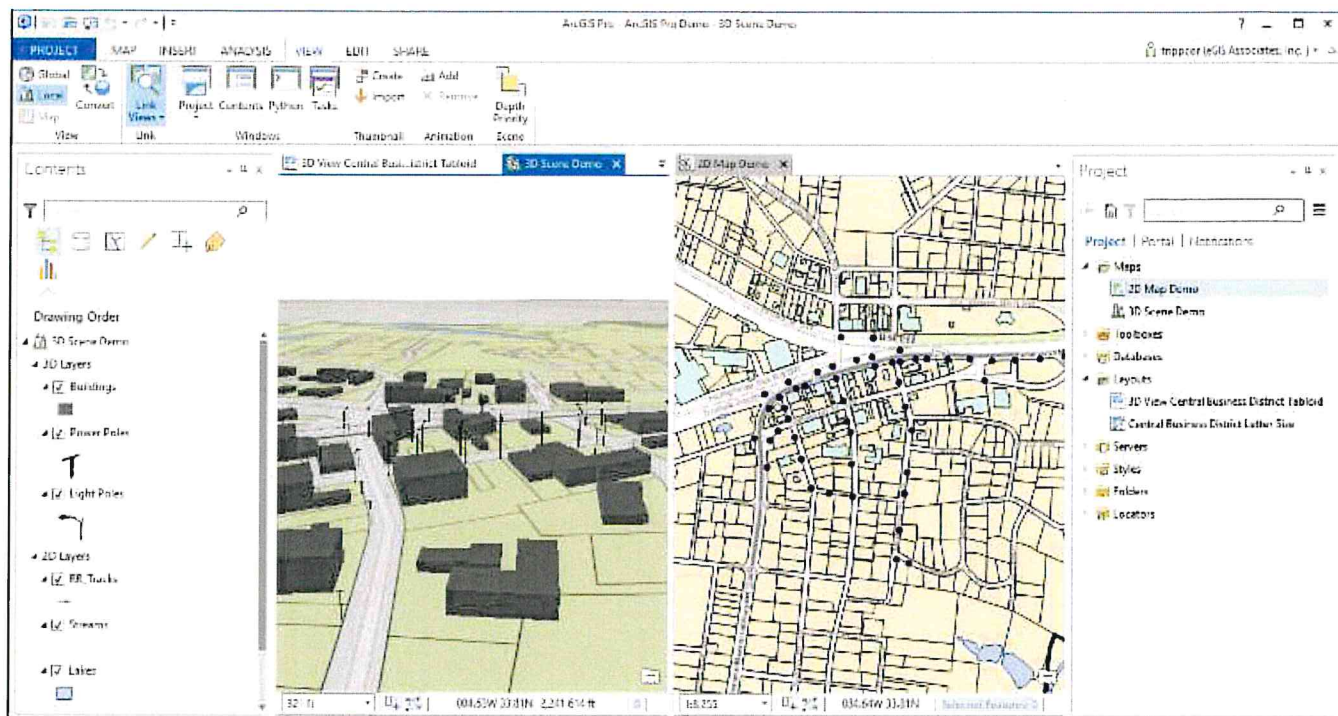
- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

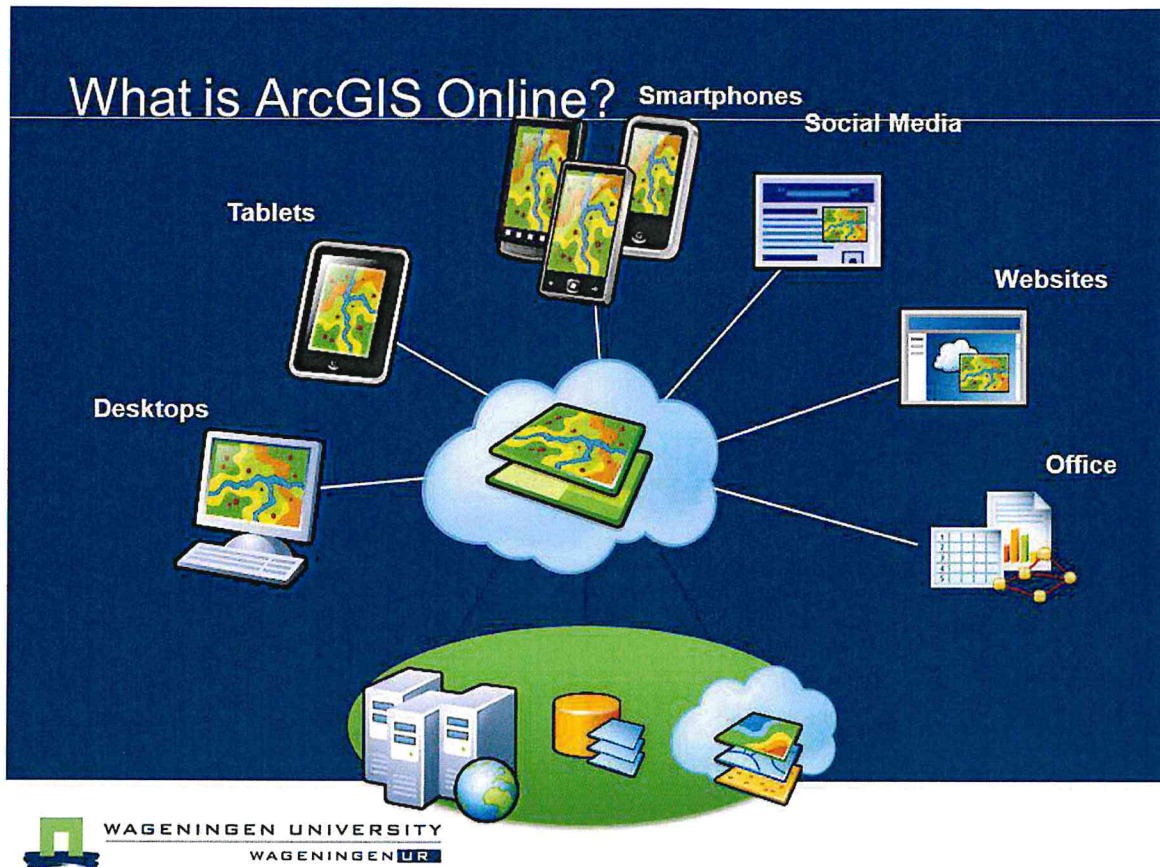
If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (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.

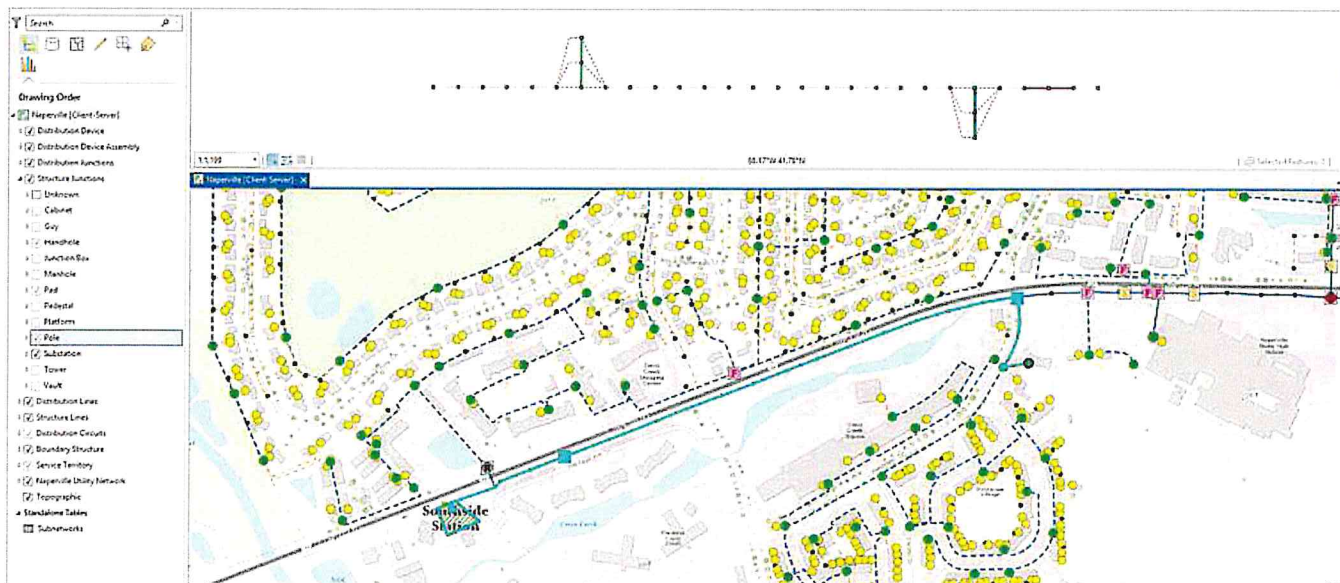
ArcGIS Pro is the basic software to allow staff map creation, cartography, and spacial analysis. “ArcGIS Pro is the latest professional desktop GIS application from Esri. With ArcGIS Pro, you can explore, visualize, and analyze data; create 2D maps and 3D scenes; and share your work to your ArcGIS Online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



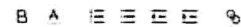
ArcGIS Utility Network is the next generation spatial information management system for utilities that gives users greater functionality over massive datasets at every scale of resolution. Utilities can leverage the power of the entire ArcGIS Enterprise to provide tools with a focus on the user experience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



Settings



This is a required question

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

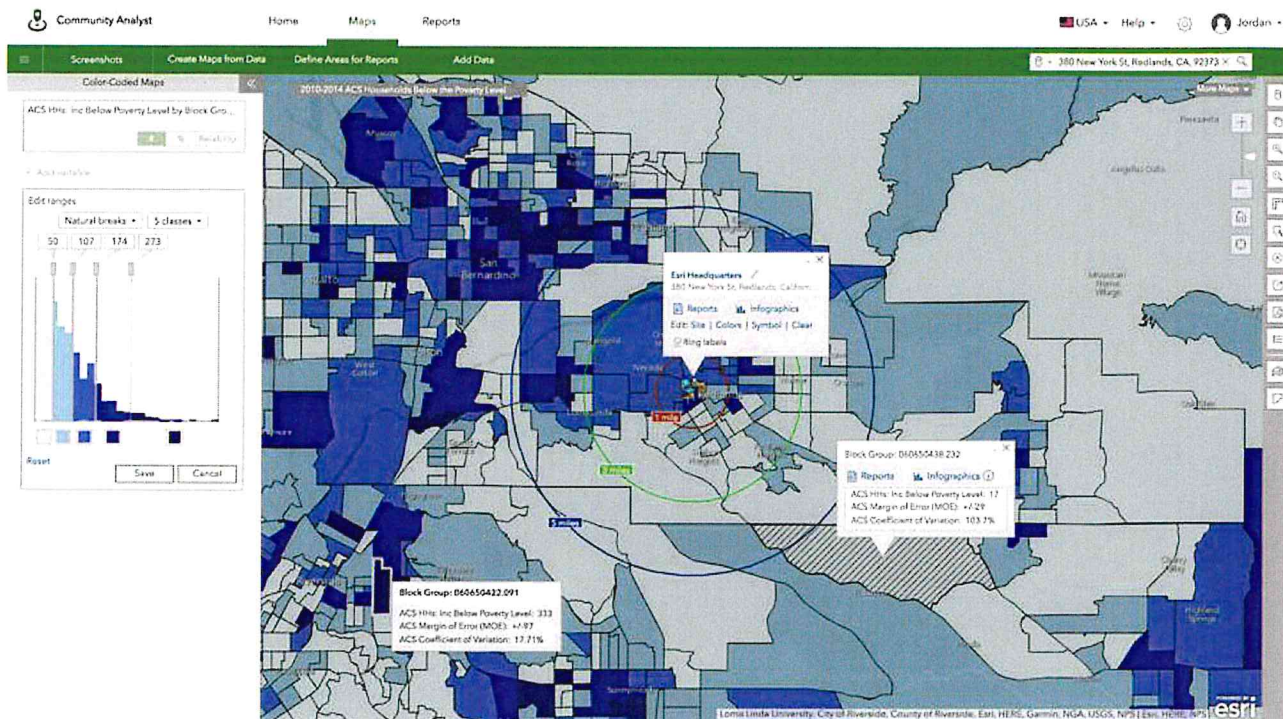


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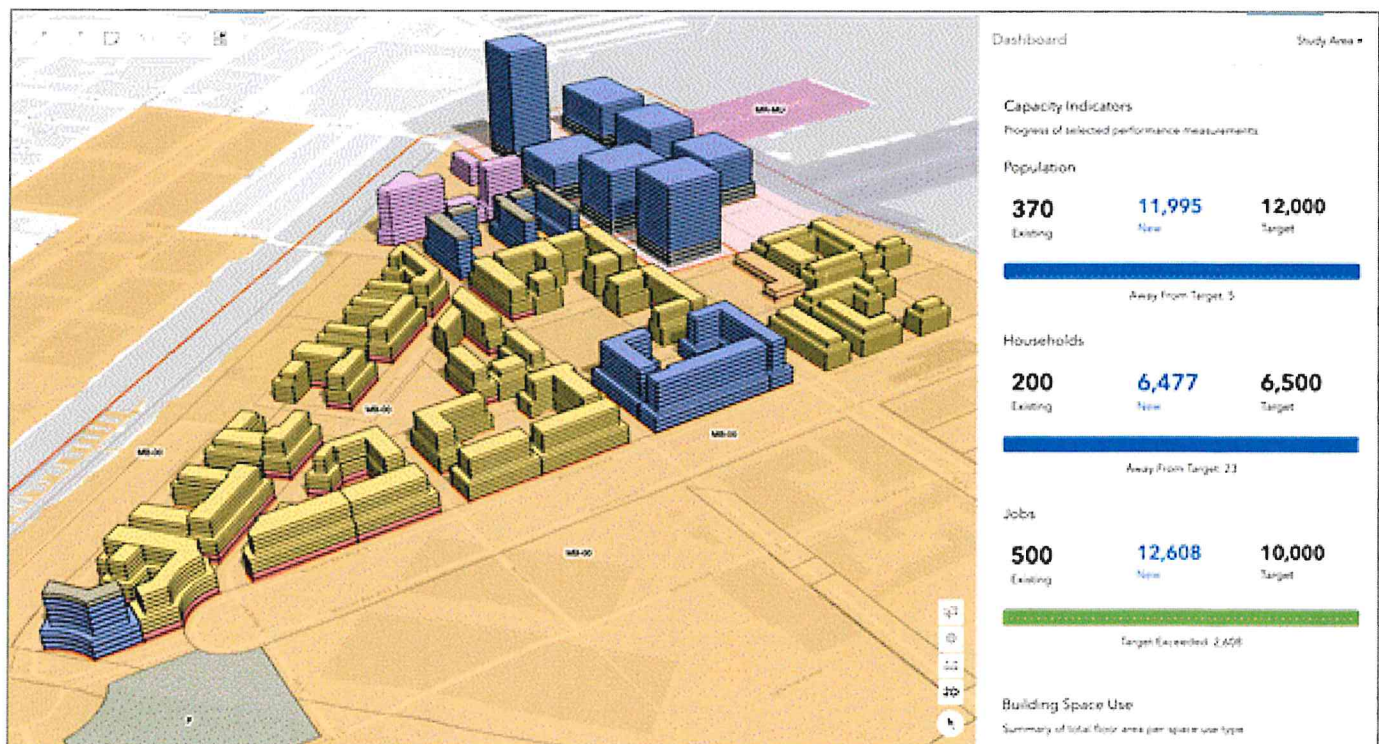


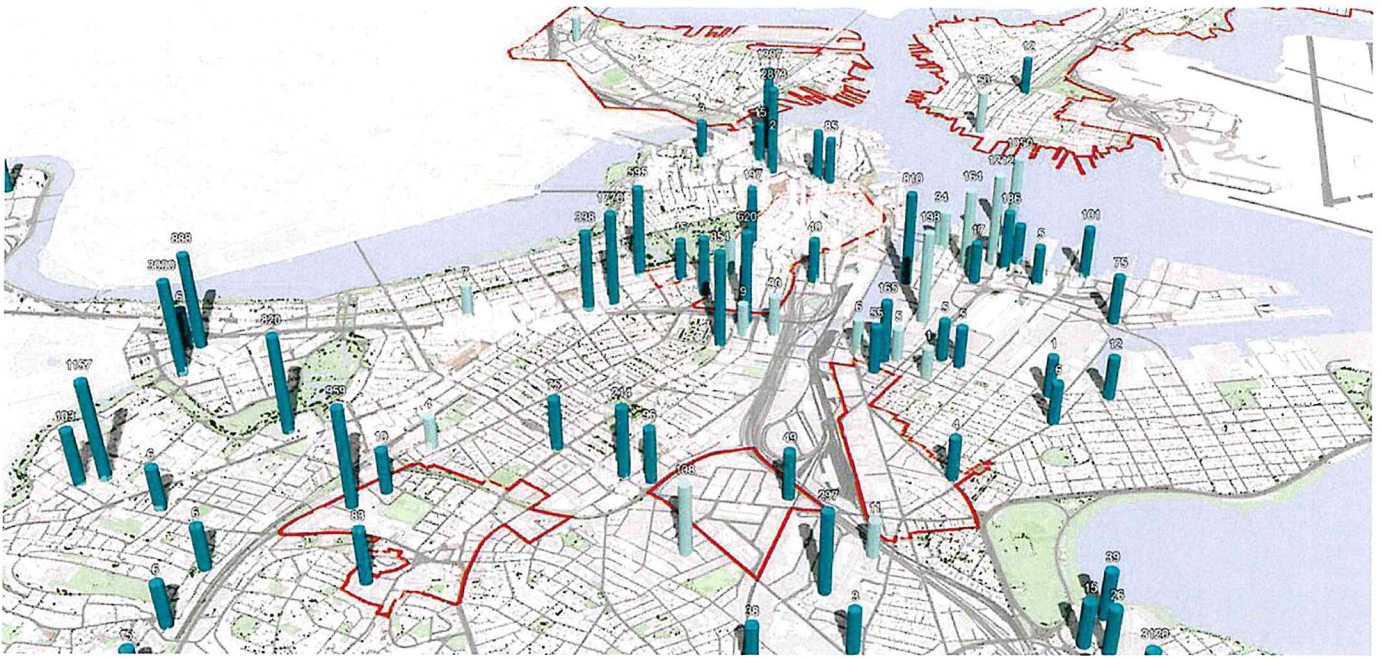
Churches & Cemeteries

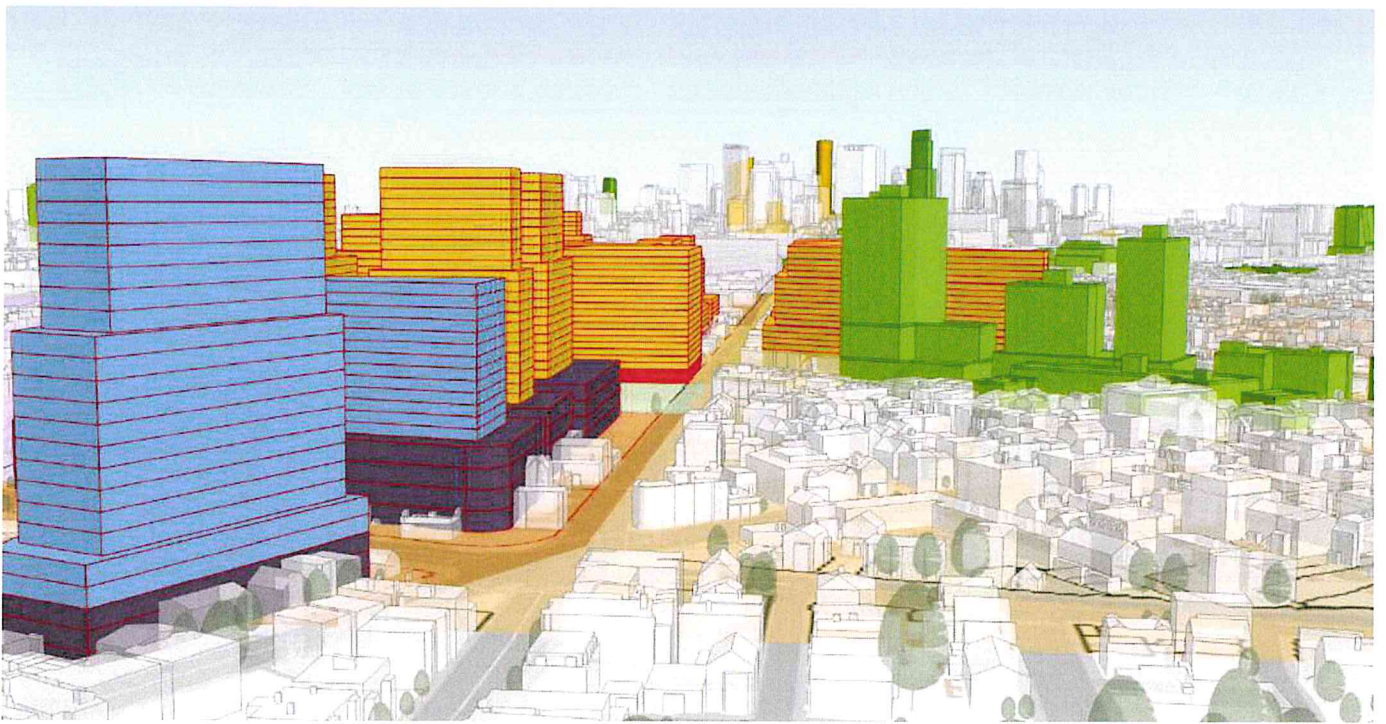
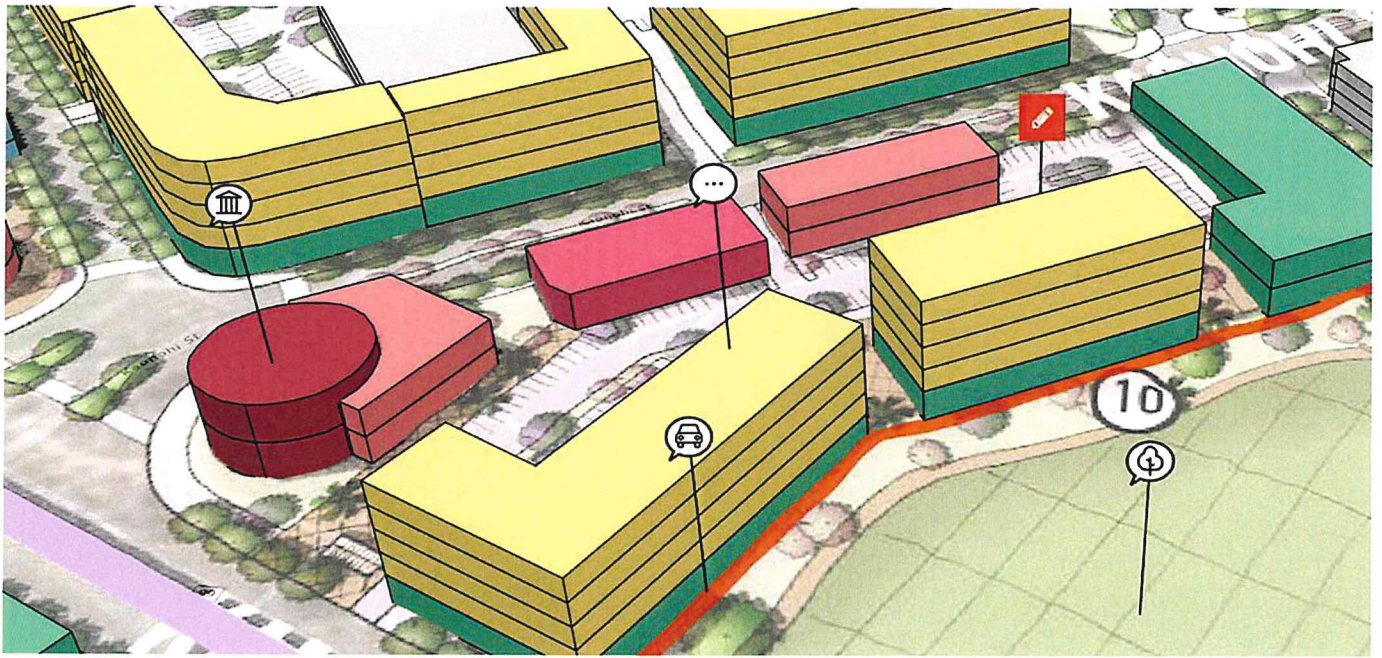
ArcGIS Community Analyst is a solution included with the Hub Premium extension (5 licenses). “Community Analyst is a Web-based system that allows you to view and analyze demographic and third-party sources of data to better understand the overall community... and make better policy decisions. These datasets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

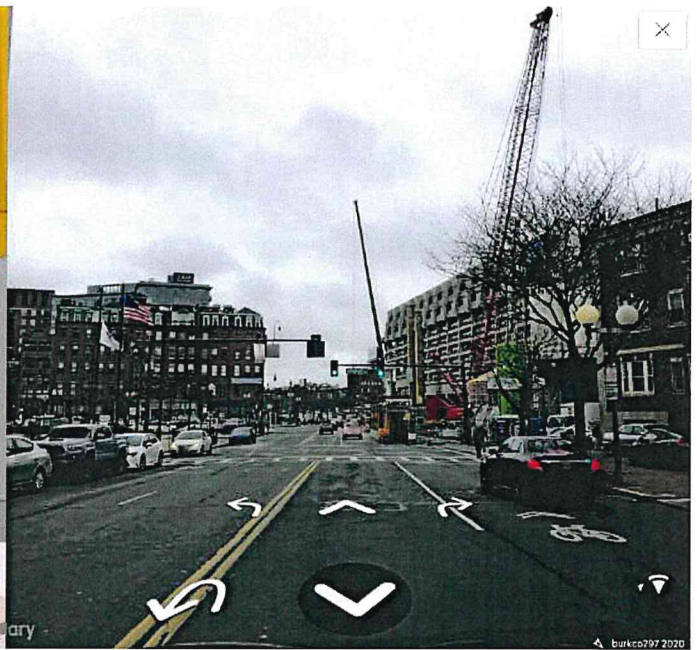








City of Boston, City of Cambridge, Esri, HERE, Garmin, METI/NASA, USGS, EPA, NPS, USDA | See... Powered by Esri



burkco297 2020

1 South Boston Dot Ave

- ✓ Schematic
- ✓ Satellite
- ✓ Underground
- ✓ Future Buildings
- ✓ Existing Buildings
- ✓ Trees
- ✓ Parcels
- ✓ Warning labels
- ✓ Zoning envelopes
- ✓ Zoning layers
- ✓ Boston 3D Projects
- Take a screenshot
- Get help
- Terms of use

2 Existing Scenario 1 Scenario 2

3 Zoning 4 Development 5 Capacity 6 Close 7







City of Willmar

Council Action Request

Meeting Date:	2/1/2021	Agenda Item Number:	#
Agenda Section:	#	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 & David Ramstad, Director of Planning and Development
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 Consultant Services Contract 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

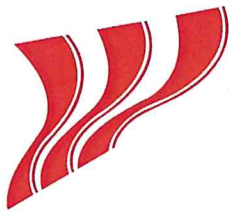
Option C: Request more information

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



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:

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- 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. CONSULTANT SERVICES CONTRACT
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 a Consultant Services Contract 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

CONSULTANT SERVICES CONTRACT

This Contract is made this ____ day of _____, 20____, by and between the CITY OF WILLMAR, a Minnesota municipal corporation, 333 6th Street SW, Willmar, MN 56201, ("CITY"), and Pro-West & Associates, Inc., a Minnesota Corporation, ("CONSULTANT"), (collectively the "PARTIES").

WHEREAS, CITY requires software development, data development, and related professional services (the "Project"); and

WHEREAS, CONSULTANT agrees to furnish the various software development, data development, and related professional services required by CITY.

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

SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** CONSULTANT agrees to perform various Project services as detailed in Exhibit 1, (the "Scope of Services"), attached hereto and incorporated herein by reference.
- B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph K of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by CONSULTANT, CONSULTANT shall be entitled to additional compensation consistent with Section III of this Contract. CONSULTANT shall give notice to CITY of any additional services prior to furnishing such additional services. CITY may request an estimate of additional cost from CONSULTANT, and upon receipt of the request, CONSULTANT shall furnish such cost estimate, prior to CITY's authorization of the changed scope of services.
- C. **Changed Conditions.** If CONSULTANT determines that any services it has been directed or requested to perform by CITY are beyond the scope of services detailed in Exhibit 1, attached hereto, or that, due to changed conditions or changes in the method or manner of administration of the Project, CONSULTANT's effort required to perform its services under this Contract exceeds the estimate which formed the basis for CONSULTANT's compensation, CONSULTANT shall promptly notify CITY of that fact. Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph K of this Contract, additional compensation for such services, and/or an extension of time for completion thereof, may be authorized. In the absence of such a mutual agreement, amounts of compensation and time for completion shall be equitably adjusted, provided that CONSULTANT first provides notice to CITY as required by this Paragraph and CITY has not terminated this Contract pursuant to Section IV, Paragraph B.

- D. **Standard of Care.** Services provided by CONSULTANT or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONSULTANT's profession or industry. CONSULTANT shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Consultant's breach of this standard of care. CONSULTANT shall put forth reasonable efforts to complete its duties in a timely manner. CONSULTANT shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Contract. CONSULTANT shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.
- E. **Insurance.** CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all insurance required herein and such insurance has been approved by CITY, nor shall CONSULTANT allow any subcontractor to commence work on his subcontract until such subcontractor has obtained like insurance covering as to worker's compensation, liability, and automobile insurance. All this insurance coverage shall be maintained throughout the life of this Contract.
1. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, statutory worker's compensation coverage. Except as provided below, CONSULTANT must provide Workers' Compensation insurance for all its employees. If Minnesota Statutes, section 176.041 exempts CONSULTANT from Workers' Compensation insurance or if CONSULTANT has no employees in the City, CONSULTANT must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes CONSULTANT from the Minnesota Workers' Compensation requirements. If during the course of the Contract CONSULTANT becomes eligible for Workers' Compensation, CONSULTANT must comply with the Workers' Compensation insurance requirements herein and provide CITY with a certificate of insurance.
 2. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, general commercial liability ("CGL") and business automobile liability insurance coverage insuring CONSULTANT against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by CONSULTANT or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The following coverages shall, at a minimum, be included in the CGL insurance: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, and Products and Completed Operations Liability. The required automobile liability coverage must include coverage for "any auto" which extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law. The policy(ies) shall name CITY as an additional insured for the services

provided under this Contract and shall provide that CONSULTANT's coverage shall be primary and noncontributory in the event of a loss.

3. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, the following insurance policies, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater:

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
Commercial General Liability	\$2,000,000 property damage and bodily injury per occurrence \$2,000,000 annual aggregate \$2,000,000 annual aggregate Products – Completed Operations
Comprehensive Automobile Liability	\$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage (shall include coverage for all owned, hired and non-owned vehicles)

4. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to CITY by CONSULTANT and are attached hereto as Exhibit 2.
5. CONSULTANT's insurance policies and certificate(s) shall not be cancelled or the conditions thereof altered in any manner without Ten (10) days prior written notice to CITY.
6. CONSULTANT's policies shall be primary insurance to any other valid and collectible insurance available to CITY with respect to any claim arising out of CONSULTANT's performance under this contract.
7. CONSULTANT is responsible for payment of Contract related insurance premiums and deductibles. If CONSULTANT is self-insured, a Certificate of Self-Insurance must be attached.
8. CONSULTANT's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance, if applicable.

9. All policies listed in Paragraph I.E.3. above shall be written on an “occurrence” form (“claims made” and “modified occurrence” forms are not acceptable) and shall apply on a “per project” basis.
10. CONSULTANT shall obtain insurance policies from insurance companies having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota
11. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract if CONSULTANT is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against CONSULTANT.

SECTION II – CITY’S RESPONSIBILITIES

- A. CITY shall promptly compensate CONSULTANT as services are performed to the satisfaction of the Planning and Development Director, in accordance with Section III of this Contract.
- B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to CONSULTANT for its use, at CONSULTANT’s request.
- C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONSULTANT’s performance of the services detailed in Exhibit 1, attached hereto.
- D. David Ramstad, CITY’s Planning and Development Director, shall serve as the liaison person to act as CITY’s representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY’S policies with respect to the Project and CONSULTANT’s services.

Such person shall be the primary contact person between CITY and CONSULTANT with respect to the services from CONSULTANT under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify CONSULTANT thereof.

SECTION III – CONSIDERATION

- A. **Fees.** CITY will compensate CONSULTANT as detailed in Exhibit 1, (the “Cost Estimate”), which is attached hereto and incorporated herein by reference, for CONSULTANT’s performance of services under this Contract.
- B. If CITY fails to make any payment due CONSULTANT for services performed to the satisfaction of the Planning and Development Director and expenses within forty-five

days after the date of CONSULTANT's invoice, CONSULTANT may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect until such time as the Project is completed or as otherwise provided in this Contract.
- B. **Termination.** This Contract may be terminated by either PARTY for any reason or for convenience by either PARTY upon thirty (30) days' written notice. In the event of termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.
- C. **Default.** If CONSULTANT fails to satisfy any of the provisions of this Contract, or so fails to perform and/or administer the services detailed in Exhibit 1, attached hereto, pursuant to the requirements of Section I of this Contract, in such a manner as to endanger the performance of the Contract or the services provided hereunder, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law. In the event of CONSULTANT's default, CONSULTANT shall be liable to CITY for any and all costs, disbursements, attorneys and consultant fees reasonably incurred by CITY in enforcing this Contract.
- D. **Suspension of Work.** If any work performed by CONSULTANT is abandoned or suspended in whole or in part by CITY, CONSULTANT shall be paid for any services performed to the satisfaction of the Planning and Development Director prior to CONSULTANT's receipt of written notice from CITY of such abandonment or suspension, but in no event shall the total of CITY's payments to CONSULTANT under this Contract be required to exceed a percentage of the total contract price (calculated by either the Contract price or the maximum price set forth in Exhibit 3, attached hereto) equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the Planning and Development Director as determined by CITY.

SECTION V – INDEMNIFICATION

- A. CONSULTANT shall indemnify, protect, save, hold harmless and insure CITY, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable or caused by the negligent or otherwise wrongful act or omission, including breach of a specific contractual duty, of CONSULTANT or CONSULTANT's independent contractors, subcontractors, agents, employees, vendors or delegates with respect to this Contract or the Project. CONSULTANT shall defend CITY

against the foregoing, or litigation in connection with the foregoing, at CONSULTANT's expense, with counsel reasonably acceptable to CITY, except that for professional liability claims, CONSULTANT shall have no upfront duty to defend CITY, but shall reimburse defense costs to CITY to the same extent of CONSULTANT'S indemnity obligation herein. CITY, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. CONSULTANT agrees, that in order to protect itself and CITY under the indemnity provisions set forth above, it will at all times during the term of this contract keep in force policies of insurances required in the Paragraph entitled, "Insurance." Nothing in this Contract shall be construed to waive any immunities or limitations to which CITY is entitled under Minn. Stat. Chapter 466 or otherwise.

- B. CITY shall indemnify protect, save, hold harmless and insure CONSULTANT, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable or caused by the negligent or otherwise wrongful act or omission of CITY or its agents, employees, contractors or subcontractors with respect to CITY's performance of its obligations under this Contract. CITY shall defend CONSULTANT against the foregoing, or litigation in connection with the foregoing, at CITY's expense. CONSULTANT, at its expense, shall have the right to participate in the defense of any Claims or litigation. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CONSULTANT. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services provided hereunder.

SECTION VI – OWNERSHIP

- A. **CITY Ownership of Work Product.** Except for any third party software, Know-How (as defined in Section VI, Paragraph D of this contract) or Pro-West Tools (as defined in Section VI, Paragraph C of this contract), the Services will be deemed a "work made for hire" (as defined by the Copyright Act of 1976). CITY will acquire ownership of the Services, but only after the payment in full by CITY of all Service Fees due to CONSULTANT.
- B. **CITY License.** CITY acknowledges and agrees that CONSULTANT's business depends substantially upon the accumulation of learning, knowledge, data, techniques, tools, processes, and generic materials that CONSULTANT utilizes and develops.

Accordingly, CONSULTANT will retain ownership and all rights to Know-How and CONSULTANT will be free to use all Know-How for its business purposes or in providing services to other clients. CONSULTANT retains the right to use the general knowledge, experience and know-how acquired by it in the course of performing work for CITY (except to the extent the same constitutes CITY's proprietary property). To the extent Know-How is contained or reflected in the Services, CONSULTANT hereby grants CITY 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 CITY to receive the benefit of the Services. CITY will not copy the Know-How, in whole or in part, except for CITY's own use or archival purposes.

- C. **Pro-West Tools.** Notwithstanding anything herein to the contrary, CONSULTANT 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 CITY hereunder (any "Pro-West Tools"). This Agreement does not transfer or grant CITY 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 CONSULTANT), 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 CITY.** CITY 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 CONSULTANT, 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 CONSULTANT. CITY understands that any unauthorized copying of the Know-How and any Pro-West Tools, and any unauthorized disclosure or use of any CONSULTANT trade secret information, is prohibited. CITY will not use, disclose, reproduce or otherwise make available any CONSULTANT trade secret information to any person other than employees of CITY who need to know such information in order to utilize or receive the benefit of the Services, or is necessary for CITY to receive the benefit of the Services. CITY will advise each of its employees who are permitted access to the Know-How, any Pro-West Tools, or any CONSULTANT trade secret information, of the restrictions upon duplication, disclosure and use contained in this Agreement.

SECTION VII – GENERAL TERMS

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents hereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally

bound hereby.

- B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each PARTY indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- C. **Notices.** The PARTIES' representatives for notification for all purposes are:

CITY:

David Ramstad
Planning and Development Director
333 6th Street SW
Willmar, MN 56201
Phone: (320) 235-8311
Email: dramstad@willmarmn.gov

CONSULTANT:

Brandon Crissinger, VP, COO
8239 State 371 NW PO BOX 812
Walker, MN 56484
Phone: 320-207-6854
Email: bcrissing@prowestgis.com

- D. **Dispute Resolution.** CITY and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.
- E. **Independent Contractor Status.** CONSULTANT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONSULTANT to be an employee of CITY, and CONSULTANT shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT, and that it is CONSULTANT's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

CONSULTANT shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

CONSULTANT is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.

- F. **Acceptance of Deliverables.** Each deliverable shall be subject to a verification of acceptability by CITY to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on CITY's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, CITY will notify CONSULTANT specifying reasons in reasonable detail, and CONSULTANT will, at no additional cost, conform the deliverable to stated requirements of this Contract.
- G. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. CONSULTANT shall be responsible for the performance of all subcontractors and/or sub-consultants. As required by Minn. Stat. § 471.425, CONSULTANT must pay all subcontractors, less any retainage, within 10 calendar days of CONSULTANT's receipt of payment from CITY for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).
- H. **Assignment.** This Contract may not be assigned by either PARTY without the written consent of the other PARTY.
- I. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of CITY and CONSULTANT.
- J. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONSULTANT and involve transactions relating to this Contract. CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.
- K. **Force Majeure.** The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either PARTY is rendered unable

wholly or in part by force majeure to carry out its obligations under this Contract then the PARTY affected by force majeure shall give written notice with explanation to the other PARTY immediately.

- L. **Compliance with Laws.** CONSULTANT shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONSULTANT is responsible.
- M. **Covenant Against Contingent Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Contract.
- N. **Covenant Against Vendor Interest.** CONSULTANT warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONSULTANT's association with CITY.
- O. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- P. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- Q. **Governing Law.** This Contract shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
- R. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act ("Act"), Minnesota Statutes, Section 13.01 *et seq.* CONSULTANT agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. CONSULTANT understands that all of the data created, collected, received, stored, used, maintained or disseminated by CONSULTANT in performing those functions that the CITY would perform is subject to the requirements of the Act, and CONSULTANT must comply with those requirements as if it were a government entity. This does not create a duty on the part of CONSULTANT to provide the public with access to public data if the public data is available from the CITY, except as required by the terms of this Contract.
- S. **No Waiver.** Any PARTY's failure in any one or more instances to insist upon strict

performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that PARTY's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving PARTY.

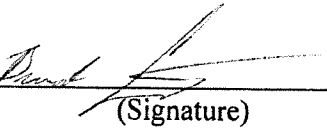
- T. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, CONSULTANT consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to CITY, to federal and state agencies and state personnel involved in the payment of CITY obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring CONSULTANT to file state tax returns, pay delinquent state tax liabilities, if any, or pay other CITY liabilities.
- U. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
- V. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
- W. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
- X. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any PARTY or PARTIES, and any undischarged obligations of CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- Y. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any PARTY to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing PARTY.

Remainder of page intentionally left blank.

SECTION VII –SIGNATURES

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

CONSULTANT: PRO-WEST & ASSOCIATES, INC.

By: 
(Signature)

Date: 1/27/21

Title: Vice President, COO
Print Name: Brandon Crissinger

CITY OF WILLMAR:

By: _____
Marvin Calvin, Its Mayor

Date: _____

By: _____
Brian Gramentz, Its City Administrator

Date: _____

EXHIBIT 1

SCOPE OF SERVICES & COST ESTIMATE

Subject to the terms of this Contract, CONSULTANT shall perform the following services:

[Attach Project Estimate]

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 RISK & 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.

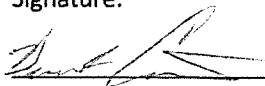
CLIENT

Acceptance Signature:

_____ Date: _____

Pro-West & Associates

Signature:



Date: 1/21/21

Estimate valid for 90 days

EXHIBIT 2

CERTIFICATES OF REQUIRED INSURANCE COVERAGES

[Certificates of Insurance attached hereto]



PROWEST-01

ANDJA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First National Insurance Services P.O. Box 520 Walker, MN 56484	CONTACT Janyce Andress NAME: PHONE (A/C, No, Ext): (218) 675-3454 FAX (A/C, No): (218) 547-4721 E-MAIL ADDRESS: janyce@fninorth.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Secura INSURER B: The Hartford SCIC INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Pro-West & Associates, Inc. PO Box 812 Walker, MN 56484	NAIC # 22543 29424	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		BP2067931	4/3/2020	4/3/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			A3144607	4/3/2020	4/3/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU3134366	4/3/2020	4/3/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 Personal & Adv \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	41WECAD2ER0	6/30/2020	6/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Holder is additional insured on General Liability on a primary and non-contributory basis when required by written contract per form ILE 1085 (1303).

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

"**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."



Kentlands Vacant Survey

Overview

Design

Collaborate

Analyze

Data

Settings

Ideas for Retail

Let us know what is needed for Downtown: Energizel - Kentlands / Lakelands

1

What retail would you like to see*

2

What type of restaurant? (optional)

3

Where would you like this to be? (optional)

Set Location

4

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

+

Add

Edit

Appearance

Settings

GeoPoint

Label

Where would you like to place this location?

Hint

B

A

Default Map

Topographic

Home Location

+

-

Find address or place

Validation

This is a required question

2040 Comprehensive Plan

Comp Plan 101

Participate

Elements

Data

Documents

County's Homepage

P&Z Homepage

Maps and Data

Visualize the Comprehensive Plan

The maps associated with this website help to illustrate data and provide visual support to various elements within the text of the Comprehensive Plan. The use of GIS (Geographic Information Systems) in decision making at the local government level has provided a user friendly portal for sharing this information with the community. Data is the collection of facts and historical statistics that are significant in determining the future needs of the community based on past trends and analyses. During the comprehensive planning process, we want to highlight our interaction with the public in the form of Survey Results and Presentations to make sure every citizen has access to the Plan's development.

Protected Lands

Washington County, Maryland

Protected Lands Dashboard

DEVELOPMENT

STORY MAP

Development in Washington County, MD

Development Map

Washington County, Maryland

Development Tracker Map

Historic Sites Inventory

Washington County, Maryland

Historic Resources



Visions, Goals, &
Objectives



Economic
Development



Transportation



Land Use &
Development Standards



Housing



Environmental
Resources



Renville
COUNTY
Service • Governance • Planning • Regulation

HUB

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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