

## FINANCE COMMITTEE MINUTES

**DATE OF MEETING:** June 22, 2022 at 5:00 p.m. County Building

**MEMBERS PRESENT:** Melonie Tilley – Chair, Terry Ferguson, Travis Houser, and David Newberg. Also, present Dee Rentmeister, County Administrator.

**MEMBERS ABSENT:** Dan Matthews

### SUMMARY OF DISCUSSION:

- No one present to speak to the committee.
- Motion by Newberg, 2<sup>nd</sup> by Houser to approve last month's minutes. Voice vote, motion carried.
- Motion by Ferguson, 2<sup>nd</sup> by Newberg to approve the claims. Voice vote, motion carried.
- Request from Sandy Schlosser to purchase map change detection service from Sidwell in the amount of \$13,000 using ARPA funds. Discussion on other possibilities to pay for the service. Motion by Newberg, 2<sup>nd</sup> by Ferguson to recommend to the full board to purchase map change detection service from Sidwell for \$13,000 using ARPA funds. Voice vote, motion carried.
- Discussion on entering into an agreement with DemandStar at no cost to the county to submit requests for bids/proposals to them for placement on their website. The State's Attorney has reviewed the agreement and has no issues. Motion by Ferguson, 2<sup>nd</sup> by Houser to recommend to the full board to enter into an agreement with DemandStar. Voice, motion carried.
- Discussed setting up departments to be able to take credit/debit card payments. Dee informed the committee that she has been in contact with Allpaid and has sent them information so that they can send us an agreement. Motion by Houser, 2<sup>nd</sup> by Newberg to forward to the full board to set up credit/debit card payments. Voice vote, motion carried.
- Committee reviewed online training courses for animal control officers. This is coming to this committee because it was received after the public safety meeting. Cost for online training is \$1288.00. Motion by Newberg, 2<sup>nd</sup> by Ferguson to approve \$1288.00 for online training for the animal control officers. Voice vote, motion carried.
- Discussion on reference list for agencies that requested ARPA funds. Those that requested loss revenue will need to provide specific projects. At the next finance meeting standards will be set for department heads for upcoming budgets for ARPA funds.
- Motion by Houser, 2<sup>nd</sup> by Newberg to adjourn at 5:48 p.m. Voice vote, motion carried.

### COMMITTEE ACTION:

Approve last month's minutes.

Approve the claims.

Recommend to the full board to purchase map change detection service from Sidwell for \$13,000 using ARPA funds

Recommend to the full board to enter into an agreement with DemandStar.

Forward to the full board to set up credit/debit card payments.

Approve \$1288.00 for online training for the animal control officers.

### RECOMMENDATIONS TO FULL BOARD:

Recommend to the full board to purchase map change detection service from Sidwell for \$13,000 using ARPA funds

Recommend to the full board to enter into an agreement with DemandStar.

Forward to the full board to set up credit/debit card payments.

**DATE OF NEXT MEETING:** July 18, 2022 at 5:00 p.m.

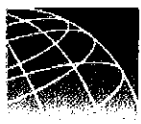
**AGENDA FOR  
THE FINANCE COMMITTEE**

Date and Time of Meeting: June 21, 2022 at 5:00 p.m. County Building


1. Call Meeting to Order
2. Persons Wishing to Address the Committee (If requesting action, also list below in section three)
  - a.
3. Items for Discussion and Possible Action
  - a. Approve last month's minutes
  - b. Approve claims
  - c. Map change detection - \$13,000 - ARPA funds?
  - d. Contract with DemandStar – advertising for bids – no cost to county
  - e. Setting up credit card payments
  - f. Training course for animal shelter
4. Items for Discussion Only (No Action Requested)
  - a.
  - b.
5. Executive Session
  - a.
6. Motion to adjourn

Posted: June 16, 2022 at 8:35 a.m.

By: Dee Rentmeister



# Sidwell

A Division of  HARRIS

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## DeWitt County, IL Change Detection Services



### Trusted GIS Experts

- Over 90 year of experience
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- Outstanding customer service



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# 1. Preamble

THIS CONTRACT ("contract") is made by between THE SIDWELL COMPANY (a subsidiary of Harris Local Government), an Illinois corporation with its principal place of business located in St. Charles, Illinois, hereinafter called "Sidwell," as party of the first part, and DEWITT COUNTY, a political subdivision of the STATE OF ILLINOIS, hereinafter called "the Agency," as party of the second part,

## WITNESSETH

WHEREAS, Sidwell is in the business of providing Geographic Information Services, Photogrammetric Services and other Professional Services for various governmental agencies in the United States; and

WHEREAS, the **Agency** is desirous of having Sidwell provide Geographic Information Services, Photogrammetric Services or other Professional Services.

NOW, THEREFORE, in consideration of the mutual agreements made herein, the recitals of fact hereinabove set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows;

Sidwell will perform the services described in the scope of work that follows and The Agency will make the payments set forth in Sections "Project Fees" and "Additional Provisions", below.



## 2. Scope of Work

### 2.1 Change Detection Services

#### 2.1.1 Technical Summary

Using a parcel polygon layer provided by the Agency, Sidwell will compare and identify structural and land use changes between two different sets of digital aerial imagery. For this project, Sidwell will use the new 2021 digital ortho imagery and compare that against previous digital ortho imagery from 2017. If necessary, one set of the imagery will be resampled to match the other. The resampling could include one or more of the following criteria: color vs. black and white, pixel resolution, tonal balance, etc. Doing this will yield improved results. The parcel polygons and two sets of aerial imagery will be processed using software in a semi-automated process that will assign rankings, noting probability of change. Sidwell technicians will review this data and along with the parcels that do not indicate a change and make the final determination as to whether changes have occurred. Identification of every change may not be possible. Some buildings may be obscured by trees or other conditions making it difficult to determine change. Parcels will be assigned to one of the following three categories:

- Change
- Need Review
- No Change

Sidwell will work with the Agency to determine whether a building size limit is desirable (e.g., Sidwell might only identify new/removed structures that appear to exceed 10' x 16' in size, and buildings that appear to be less than 10'x16' in size would be disregarded).

#### 2.1.2 Agency Responsibilities

Agency will provide to Sidwell the following source data:

- Current cadastral geodatabase (approximately 10,200 parcels)
- Previous ortho imagery layer (2017)
- Current ortho imagery layer (2021)

#### 2.1.3 Deliverables

Sidwell will provide the following to the Agency:

- Parcel polygon shapefile containing two ranking categories for structural changes:
  - Change
  - Need Review
- Excel spreadsheet containing the parcel number and the ranking categories noted above
- Parcel polygon shapefile identifying probable land use changes

Parcels ranked as "No Change" will be excluded.



### **2.1.4 Schedule**

Sidwell will complete the project within six (6) months of receipt of source data and completion of the new orthophotography.

## **2.2 Optional Services**

### **2.2.1 Land Use Update**

Sidwell will use the identified probable land use parcels from Section 2.1.3 and integrate within the Agency's existing land use GIS data layer. Sidwell will provide additional assistance with setup of this new data layer within the FARMS program to ensure proper processing with the corresponding parcel and soils layers.



### 3. Project Fees

#### 3.1 Base Project

The Agency will pay for below work and services provided by Sidwell, as outlined in Section 2.1.

Sidwell Professional GIS Services	Fees
<b>Change Detection Services</b> <ul style="list-style-type: none"> <li>• Acquisition, configuration and setup of 2017 and 2021 ortho imagery sources</li> <li>• Deliverables:                             <ul style="list-style-type: none"> <li>○ Two (2) parcel polygon shapefiles identifying structural changes</li> <li>○ Excel spreadsheet containing the parcel number and the structural change ranking categories</li> <li>○ Parcel polygon shapefile with probable land use changes detected</li> </ul> </li> </ul>	\$13,000.00
<b>Sidwell Professional Services Total</b>	<b>\$13,000.00</b>

#### 3.2 Optional Services

The Agency may choose optional services provided by Sidwell, as outlined in Section 2.2. Should the Agency choose the below option, Sidwell will respond by properly scoping this project and providing an estimate to the Agency.

Sidwell Service Option	Fees	Agency Selection	
<b>Land Use Update</b> <ul style="list-style-type: none"> <li>• Integration of identified land use changes into Agency's current land use GIS data layer</li> </ul>	TBD*	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

*\*necessary scoping would be required upon selection of services by Agency*

**Project Assumptions/Notes:**

- All services will be performed remotely.
- In the event the Agency identifies other specific GIS project needs, Sidwell can also provide a fixed fee project estimate.



## 4. Additional Provisions

### 4.1 Commencement of Work

Sidwell will commence the work under this contract immediately upon its execution by the Agency and will continue working diligently thereafter until all work, services, and materials covered by this contract have been completed. All training/support service hours included in the scope of work in this contract must be completed by the conclusion of the base project services or within one (1) year following the commencement of such training/support services, whichever is later in time. Any hours unused at the conclusion of this period through no fault on the part of Sidwell will expire and no longer be available for the Agency.

### 4.2 Contract Terms

This contract shall be in force from the date of execution and may be revised periodically subject to renegotiation concerning the services provided and the amount of the service fee.

### 4.3 Termination of Contract

This contract may be terminated by the Agency, by giving written notice to Sidwell thirty (30) days prior to the monthly billing date. This contract may be terminated by Sidwell by giving written notice to the Agency, thirty (30) days prior to the monthly billing date. Upon termination of this contract, Sidwell shall furnish the Agency with all data supplied by the Agency, the GIS cadastral and any other materials that were supplied by the Agency. Sidwell also agrees to remove from its systems and shall not retain any data which is, and shall remain, the sole property of the Agency. In the event of termination, Sidwell will be paid the earned value of the work performed prior to the date of termination, plus any costs associated with completing authorized work and delivering materials and data to the Agency.

### 4.4 Additional Services

Any professional services, implementations, or software modifications that are not included in the Section Scope of Work in this contract but that are requested by the Agency and agreed upon by Sidwell shall be provided at Sidwell's prevailing hourly rate: Administrator \$175/hour, Professional/Technical \$160/hour, Production \$130/hour, Travel Time \$130/hour.

### 4.5 Service Fees

The Agency will pay Sidwell a fee of thirteen thousand and no/100 dollars (\$13,000.00) as compensation for all Sidwell work, services and materials described and provided for under this contract. The Agency will also be responsible for paying fees for selected services under Section 3.2 Optional Services.

### 4.6 Invoicing Schedule

The services performed for this project will be invoiced monthly. Invoices will be based on the work performed within each given month. Each invoice submitted will be accompanied by supporting documentation and is payable net 30 days.





## **4.7 Change of Geodatabase Format**

Should the geodatabase be altered from its original format, Sidwell reserves the right to re-evaluate and, if necessary, adjust the fees.

## **4.8 Ownership**

It is understood that all GIS, tabular, and digital orthophoto data provided to Sidwell by the Agency is the exclusive property of the Agency. It is also understood that Sidwell is prohibited from using said data for any purpose other than to fulfill the terms of this contract without the expressed written consent of the Agency.

Furthermore, all rights and ownership of data and solutions provided to the Agency as a part of this contract are hereby the exclusive property of the Agency.

## **4.9 Indemnification**

Sidwell will defend at its expense and hold Agency harmless from and against any third-party action brought against Agency (A) for Sidwell's actions that result in death, personal injury, or property damage; (B) that are a result of Sidwell's gross negligence or willful misconduct; or (C) to the extent it is based on a claim that the professional services, when used in accordance with this Contract, infringes a United States copyright, patent or trademark, and, at its option, will settle any such action or will pay any final judgment awarded therein, provided that (i) Sidwell shall be notified promptly in writing by Agency of any notice of any such claim; (ii) Sidwell shall have the sole control of the defense of any such action and all negotiations for settlement or compromise; and (iii) Agency shall cooperate fully with Sidwell in the defense, settlement or compromise of such claim. If the Software is, or in Sidwell's opinion might be, subject to a claim of infringement as set forth above, Sidwell may, at its option and expense, (i) procure for Agency the right to continue using the Software (ii) modify the Software so that it becomes non-infringing or (iii) terminate the licenses granted hereunder, accept return of the Software, and grant Agency a refund of the applicable License Fees paid therefore with respect to the infringing software, based on a straight-line five year amortization schedule from the Effective Date. Sidwell has no liability to Agency under this Section to the extent that any infringement, or any claim thereof, is based upon (i) use of the Software in combination with equipment or software not supplied or approved by Sidwell hereunder where the Software themselves would be non-infringing, (ii) use of the Software in an application or environment for which it was not designed or contemplated under this contract, (iii) use of any Software other than the most recent release of the Software provided to Agency by Sidwell, or (iv) Modifications of the Software by anyone other than Sidwell. This indemnification shall be the Agency's sole and exclusive remedy.

## **4.10 Limits of Liability**

To the greatest extent permitted by applicable law, in no event shall Sidwell, its affiliates, suppliers, licensors and each of their respective directors, officers, employees and shareholders, be liable for any consequential, incidental, indirect, exemplary, punitive, or special damages, for lost revenue or loss of profits, loss of business, loss of data, failure to realize expected savings, or cost of substitute goods or services arising out of or in connection with this contract, whether



in contract or in tort (including fundamental breach or negligence) or under any other legal theory, even if it has been advised of the likelihood of the occurrence of such loss or damage or such loss or damage is foreseeable and notwithstanding any failure of essential purpose of any limited remedy.

Except for its indemnification obligations listed in Section 4.9, Sidwell, its affiliates, suppliers, licensors and each of their respective directors, officers, employees and shareholders' entire liability and Agency's exclusive remedy with respect to the professional services and any other products, materials or services supplied by contractor in connection with this contract for damages for any cause and regardless of the cause of action, whether in contract or in tort, including fundamental breach, negligence, strict liability or otherwise, shall be for direct damages and not exceed an amount that is equal to the professional service fees paid to Sidwell by the Agency for the twelve (12) months preceding the date of the action that gave rise to the claim.



## 5. Authorization

This contract is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**The Sidwell Company**

**DeWitt County, IL**

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



**TERMS OF USE BETWEEN DEMANDSTAR CORPORATION  
AND  
DeWitt County (IL)**

**[CLICK HERE TO ACCEPT TERMS OF USE →](#)**

**1. Introduction**

This Service Agreement ("Agreement") is entered into between DemandStar Corporation. ("DemandStar"), a Delaware corporation and DeWitt County (IL).

**2. Services Rendered**

DemandStar will provide the Institution with access to its DemandStar system, which is an Internet-based electronic information system designed to process, distribute, and archive information pertaining to the procurement process of the Institution. The parties enter into this Agreement for their sole and exclusive benefit. Nothing in this Agreement, express or implied, is intended to or will confer upon any person or entity other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

**3. DemandStar Responsibilities**

- To allow the Institution to use the DemandStar system through the Web site located at [www.demandstar.com](http://www.demandstar.com) to post documentation to and communicate with Suppliers about its solicitations for formal bids, proposals, and informal quote requests.
- To automatically notify Suppliers that are registered members of the DemandStar system and have opted to receive notification service connecting them to the Institution of the Institution's solicitations for formal bids, proposals, and quote requests via electronic mail or facsimile.
- To provide links to the DemandStar Web site through the Web site of the Institution, which will: (a) allow anyone to view bid and proposal information posted to the DemandStar system by the Institution, (b) allow bid and proposal documents to be electronically downloaded or mail ordered, and (c) allow Suppliers to register for memberships and subscriptions to the DemandStar system.
- To provide customer service support to the Institution.
- To supply the Institution with reference information and instructional materials to facilitate its notification to Suppliers of its decision to utilize the DemandStar system.

**4. Institution Responsibilities**

- To comply with all applicable local, state, and federal laws governing access to public information.

**5. Charge for Service**

The service will be provided free of charge to the Institution.

## **6. Intellectual Property Rights**

Any copyrightable works, ideas, discoveries, inventions, patents, products, trade secrets, software, trademarks, trade names, service marks, license rights, or other intellectual property rights (collectively, "Intellectual Property Rights") developed in whole or in part by DemandStar in connection with the services will be the exclusive property of DemandStar Corporation. Ownership and all intellectual property rights in the DemandStar system and in all ideas, processes and works of authorship created in whole or in part during the term of this Agreement by DemandStar Corporation belong exclusively to DemandStar Corporation. The Institution acknowledges such ownership and intellectual property rights in the DemandStar System, acknowledges that any such work is not a work made by DemandStar Corporation for hire, and agrees that the Institution will not assert any actions to the contrary.

## **7. Confidentiality**

DemandStar Corporation and the Institution each agree not to use any confidential or proprietary information disclosed to it by the other party for its own use or for any purpose other than for the provision of the services pursuant to this Agreement. Each party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of the confidential information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information.

## **8. Warranty**

DemandStar Corporation shall provide the services and meet its obligations under this Agreement with due care and skill and in a timely and professional manner. Other than as provided in this Agreement, neither party provides any express or implied warranties, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose.

## **9. Relationship of the Parties**

DemandStar Corporation, in furnishing the services, is acting as an independent contractor. In addition, DemandStar Corporation is not acting as the custodian of the Institution's public records, has not been entrusted with any records belonging to the Institution or the availability of such records for public inspection and copying in accordance with the laws of the State of Illinois. The Institution does not delegate to, or confer upon, DemandStar Corporation any of the Institution's responsibilities for compliance with applicable local, state, and federal laws governing access to public information.

## **10. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Agreement.

## **11. Severability**

If any provision of this Agreement is found to be illegal or otherwise unenforceable in any respect, that provision will be deemed to be restated to reflect as nearly as possible the original intent of the parties in accordance with applicable law. The remainder of this Agreement will remain in full force and effect.

## **12. Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to its choice of law principles.

**13. Attorneys' Fees**

In the event of litigation, the prevailing party shall be entitled to receive reasonable attorneys' fees and costs.

**14. Term of Agreement and Termination**

This Agreement will be effective on the date of execution. This Agreement does not have a specified term. This Agreement may be terminated at any time by either party upon 30 days prior written notice to the other party.

**15. Amendments**

No amendment or modification of this Agreement shall be valid or binding unless set forth in writing and duly executed and delivered by each of the parties to this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.