



City Council Meeting Schedule April 2019

April 2, 2019
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

April 9, 2019
Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. Collective Bargaining Process Update (Walsh - 60 minutes)
2. Ben Franklin Transit Annual Report (Mosley - 20 minutes)
3. 4th of July Update - Water Follies (Walsh - 15 minutes)
4. KMC Policy Changes (Legard/Beaton - 10 minutes)
5. Executive Sessions (RCW 42.30.110(c) - Property Sale - 15 minutes)

April 16, 2019
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

April 23, 2019
Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. Year-End Financial Review/Spring 2019 Budget Adjustments (Legard - 45 minutes)
2. City Manager's 2019 Goals (Mosley - 20 minutes)
3. Workplace Safety Update (Lemieux - 15 minutes)
4. Televising Council Meetings Update (Palmer - 10 minutes)

April 30, 2019
Tuesday, 6:30 p.m.

NO MEETING SCHEDULED

To assure disabled persons the opportunity to participate in or benefit from City services, please provide twenty-four (24) hour advance notice for additional arrangements to reasonably accommodate special needs.

Please be advised that all Kennewick City Council Meetings are Audio Taped

April 2019
Updated 03/29/19



CITY COUNCIL REGULAR MEETING AGENDA

April 2, 2019 at 6:30 p.m.

City Hall Council Chambers | 210 W. 6th Ave

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome

HONORS & RECOGNITIONS

- Arbor Day Proclamation

2. APPROVAL OF AGENDA

3. CONSENT AGENDA

All matters listed within the Consent Agenda have been distributed to each member of the Kennewick City Council for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no separate discussion.

- Minutes of Regular Meeting of March 19, 2019.
- (1) Motion to approve Claims Roster for March 22, 2019.
(2) Motion to approve the Claims Roster for the Columbia Park Golf Course Account for February 2019.
- Motion to approve Payroll Roster for March 15, 2019.
- Motion to support the request from Visit Tri-Cities and the Tri-City Regional Hotel-Motel Commission and approve the release of \$395,500 from the Tourism Promotion Area Reserve Fund.
- Motion to accept the work of Ray Poland & Sons, Inc. for Contract P1805-18, Columbia Drive Pedestrian Signal (HUD), in the amount of \$147,980.08.
- Motion to authorize the Mayor to sign the License Agreement with the Historic Downtown Kennewick Partnership to install a speaker system on City owned property.
- Motion to award Contract 19-013 (Enterprise Resource Planning System) to Tyler Technologies, Inc. in the amount of \$1,979,831.00 plus a 10% contingency amount of \$197,983.10 for a total amount of \$2,177,814.10.
- Motion to accept the recommendation of the Interview Committee and appoint Kimberly Dewald and McKenzie Kennedy to the Arts Commission.
- Motion to accept the recommendation of the Interview Committee and reappoint Ron Hue and Brandon Pocasangre to the Block Grant Advisory Committee.
- Motion to accept the recommendation of the Interview Committee and reappoint Robert Franklin and appoint Chariss Warner to the Historic Preservation Commission.
- Motion to accept the recommendation of the Interview Committee and reappoint Ken Hahn and appoint Robb Heston to the Parks & Recreation Commission.
- Motion to accept the recommendation of the Interview Committee and appoint James Hempstead to the Planning Commission.

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CITY COUNCIL REGULAR MEETING AGENDA

April 2, 2019 at 6:30 p.m.

City Hall Council Chambers | 210 W. 6th Ave

- m. Motion to accept the recommendation of the local agencies and reappoint Calvin Dudney to the Kennewick Public Facilities District Board.
- n. Motion to authorize the Mayor to sign a Local Agency Agreement and Project Prospectus with the Washington State Department of Transportation for the W. 10th Avenue Widening Project.
- o. Motion to award Contract P1911-19 (2019 City-Wide Asphalt Restoration), to Inland Asphalt Company, in the amount of \$1,500,000.00, plus a 10% contingency amount of \$150,000.00, for a total amount of \$1,650,000.00.
- p. Motion to authorize the Mayor to sign the Golf Course Management Agreement Addendum No. 1 with CourseCo d/b/a Kennewick Golf Corporation.

4. VISITORS

5. ORDINANCES/RESOLUTIONS

- a. Ordinance 5804: Additional Density at 128 E. 13th Ave, Kennewick Housing Authority.
- b. Ordinance 5805: Updates to KMC 1.40.30 Agency Description – Contact Information – Public Records Officer.

6. PUBLIC HEARINGS/MEETINGS

- a. Resolution 19-04: Vacate a 20' slope easement located at 2055 N. Steptoe.
- b. Resolution 19-05: Vacate a 10' utilities easement along the west and north boundary of 2408 S. Vancouver St.

7. NEW BUSINESS

8. UNFINISHED BUSINESS

9. COUNCIL COMMENTS/DISCUSSION

10. ADJOURNMENT

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Proclamation

WHEREAS, in 1892 the Nebraska Board of Agriculture set aside a special day for the planting of trees, and this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and is now observed throughout the nation and the world, and

WHEREAS, the planting and care of trees in Kennewick was paramount in the minds of our first settlers as evidenced by one of the first ordinances passed in 1904, the year Kennewick incorporated, which was to fine anyone \$50 for damaging a tree, and

WHEREAS, the first official Kennewick Arbor Day was celebrated in April of 1912 with the task of planting 8,000 trees of various kinds along ten miles of the riverfront as recorded in the April 12, 1912, edition of the Kennewick Courier, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, urban and community forestry programs have greatly benefited the urban community by protecting precious green-space, planning for an managing community trees, and promoting the planting and care of trees along streets, highways, commercial districts, in parks and at schools, and

WHEREAS, April is an excellent time of year to plant trees in Kennewick; **NOW, THEREFORE**,

I, DON BRITAIN, Mayor of the City of Kennewick, do hereby proclaim April 10, 2019, as

ARBOR DAY IN THE CITY OF KENNEWICK

And encourage all citizens to become stewards of their own environment and celebrate Arbor Day by planting, maintaining, and protecting trees so that the benefits trees provide can continue to improve the quality of life for the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Kennewick to be hereunto affixed the 2nd day of April 2019.


DON BRITAIN, Mayor

Attest:

TERRI L. WRIGHT, City Clerk



CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
March 19, 2019

1. CALL TO ORDER

Mayor Don Britain called the meeting to order at 6:30 p.m.

City Council and Staff Present:

Mayor Pro Tem Steve Lee	Marie Mosley	Terry Walsh	Miles Thomas
Paul Parish	Greg McCormick	Vince Beasley	Kevin Crowley
Steve Young	Christina Palmer	Ken Hohenberg	
John Trumbo	Lisa Beaton	Evelyn Lusignan	
Bill McKay	Cary Roe	Amy Lynch	
Chuck Torelli	Terri Wright	Bruce Mills	
Mayor Don Britain	Dan Legard	Scott Child	

Cary Roe led the Pledge of Allegiance.

HONORS & RECOGNITIONS

Mayor Britain presented a plaque of appreciation to Amy Lynch in honor of her 26-years of service to the City of Kennewick.

Mayor Britain stated there would be a ten-minute break to allow everyone the opportunity to congratulate Mrs. Lynch and enjoy some refreshments.

Mayor Britain called the meeting back to order at 6:43 p.m.

2. APPROVAL OF AGENDA

Mayor Pro Tem Lee moved, seconded by Mr. Young to approve the Agenda as presented. The motion passed unanimously.

3. APPROVAL OF CONSENT AGENDA

- a. Minutes of Regular Meeting of March 5, 2019.
- b. (1) Motion to approve Claims Roster for March 8, 2019.
(2) Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for January 2019.
- c. Motion to approve Payroll Roster for February 28, 2019.
- d. Motion to authorize the City Manager to sign the 2019 Amended and Restated Interlocal Agreement between Benton County and the City of Kennewick for District Court Services.
- e. Motion to accept the work of Senske Lawn and Tree Care, Inc. for Contract P1702-17, Three Rivers Entertainment District Landscape & Irrigation Maintenance, in the amount of \$78,952.09.
- f. Motion to authorize the Mayor to sign an easement agreement with the Columbia Mall Partnership.

Mayor Pro Tem Lee moved, seconded by Mr. Torelli to approve the Consent Agenda as presented. The motion passed unanimously.

4. VISITORS

Mayor Britain stated no public comments would be taken on Items 5.a. Ordinance 5802 Change of Zone 18-10 and 5.b. Ordinance 5803 Change of Zone 18-13. The public hearings were held at the Planning Commission and per State law only one public hearing is allowed for change of zones.

Julian Chavez, 2023606 E. Shucher Rd, Kennewick – Commented he'd like to see designated walls in the city youths could legally graffiti as art.

5. ORDINANCE/RESOLUTIONS

- a. Ordinance 5802: Change of Zone 18-10, from Residential, Low (RL) to Commercial, Neighborhood (CN) at 1400 W. 10th Ave. Greg McCormick, Planning Director reported.

ORDINANCE NO. 5802

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 1400 WEST 10TH AVENUE FROM RESIDENTIAL, LOW (RL) TO COMMERCIAL, NEIGHBORHOOD (CN) (COZ 18-10, N2K DESIGN)

Mr. Torelli stated he was on the Planning Commission for the January 7th public hearing which was continued. He has had no contacts with either the proponents or opponents since that time. He believes he can make a fair decision.

Mayor Pro Tem Lee moved, seconded by Mr. McKay to adopt Ordinance No. 5802. The motion passed unanimously.

- b. Ordinance 5803: Change of Zone 18-13 from Residential, Manufactured Home (RMH) to Residential, High at 5927 W. Quinalt Ave. Greg McCormick, Planning Director reported.

ORDINANCE NO. 5803

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 5927 WEST QUINALT DRIVE FROM RESIDENTIAL, MANUFACTURED HOME (RMH) TO RESIDENTIAL, HIGH (RH) (COZ 18-13, CHAVALLO)

Mayor Pro Tem Lee moved, seconded by Mr. Young to adopt Ordinance No. 5803. The motion passed 6-1. Mr. Parish was opposed.

6. PUBLIC HEARINGS/MEETINGS - None

7. NEW BUSINESS

- a. Authorize the Mayor to sign a Memorandum of Agreement with Tri Cities Development Co., LLC for the transfer of certain properties and the assignment of duties related to future development of the Apple Valley Subdivision, and Fire Station #6.
- b. Motion to award Contract P1817-19 (UGA Southridge Regional Stormwater Facility), to Mahaffey Enterprises, Inc. in the amount of \$396,450.48 plus a 10% contingency amount of \$39,645.05, for a total amount of \$436,095.53.
- Bruce Mills, Deputy Public Works Director reported on both items 7.a and 7.b.

Mayor Pro Tem Lee moved, seconded by Mr. McKay to authorize the Mayor to sign a Memorandum of Agreement with Tri Cities Development Co., LLC for the transfer of certain properties and the assignment of duties related to future development of the Apple Valley Subdivision, and Fire Station #6. The motion passed unanimously.

Mr. McKay moved, seconded by Mr. Parish to award Contract P1817-19 (UGA Southridge Regional Stormwater Facility), to Mahaffey Enterprises, Inc. in the amount of \$396,450.48 plus a 10% contingency amount of \$39,645.05, for a total amount of \$436,095.53. The motion passed unanimously.

8. UNFINISHED BUSINESS - None

9. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

10. AJOURNMENT

Meeting was adjourned at 7:26 p.m.

Terri L. Wright, CMC
City Clerk

Council Agenda Coversheet



Agenda Item Number	3.b.(1)	Council Date	04/02/2019
Agenda Item Type	General Business Item		
Subject	Claims Roster		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

That Council approve the Claims Roster.

Motion for Consideration

I move to approve the Claims Roster dated March 22, 2019, in the amount \$1,046,467.04, and comprised of check numbers 146035 through 146219 and wire transfer numbers 300361 and 300362.

Summary

The payments on this Claims Roster are comprised of the following issued 03/09/2019 - 03/22/2019:

Check numbers 146035 through 146219	\$ 966,794.30
Wire transfer number 300361	79,455.74
Wire transfer number 300362	217.00

Total	\$1,046,467.04

The above total excludes checks written for payment of refunds and collected amounts due to other entities.

Alternatives

None.

Fiscal Impact

\$ 1,046,467.04.

Through

Lynne Brown
Mar 25, 11:50:42 GMT-0700 2019

Dept Head Approval

Dan Legard
Mar 25, 15:39:44 GMT-0700 2019

City Mgr Approval

Marie Mosley
Mar 28, 15:00:10 GMT-0700 2019

Attachments: Claims Roster

☐ Recording
Required?

City of Kennewick
Claims Roster

3/9/2019 - 3/22/2019

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
001 GENERAL FUND						
010 CITY COUNCIL						
	146196	03/22/2019	03699	TRI-CITY AREA CHAMBER OF COMMERC	in DIVERSITY SUMMIT	65.00
T	300361	03/18/2019	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	2.42
Total amount by Department						\$ 67.42
034 SUPPORT SERVICES - INFO SYSTEMS						
	146075	03/22/2019	08295	CENTURYLINK	in PS/ALI - ALI/SR PER 100 REC	7.18
T	300361	03/18/2019	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	92.24
Total amount by Department						\$ 99.42
035 SUPPORT SERVICES-CUSTOMER SERVICE						
	146196	03/22/2019	03699	TRI-CITY AREA CHAMBER OF COMMERC	in DIVERSITY SUMMIT	65.00
T	300361	03/18/2019	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	650.23
Total amount by Department						\$ 715.23
041 CITY CLERK						
	146057	03/22/2019	00034	BENTON COUNTY AUDITOR	in RECORDING FEES	105.00
Total amount by Department						\$ 105.00
042 LEGAL SERVICES						
	146076	03/22/2019	02481	CI INFORMATION MANAGEMENT CI SUP	in SHRED SERVICES	41.08
	146210	03/22/2019	00853	WEST GROUP PAYMENT CENTER	in WESTLAW CHARGES	2,906.03
	146210	03/22/2019	00853	WEST GROUP PAYMENT CENTER	in LAW LIBRARY UPDATES	52.40
Total amount by Department						\$ 2,999.51
050 CIVIL SERVICE						
	146109	03/22/2019	04857	FOSTER, PEPPER PLLC	in PROFESSIONAL SERVICES	193.50
Total amount by Department						\$ 193.50
062 LONG RANGE PLANNING						
	146076	03/22/2019	02481	CI INFORMATION MANAGEMENT CI SUP	in DOCUMENT IMAGING SERVICES	12,460.23
	146200	03/22/2019	01566	TYLER TECHNOLOGIES INC	in WEB PERMITS	500.00
Total amount by Department						\$ 12,960.23
071 POLICE DEPT. - ADMINISTRATION						
	146138	03/22/2019	02280	LANGUAGE LINE SERVICES, INC	in INTERPRETATION SERVICE	3.14
	146163	03/22/2019	00467	PERFECTION GLASS, INC.	in MIRRORS	689.61
	146202	03/22/2019	04764	UNITED PARCEL SERVICE	in SHIPPING	30.39
	146202	03/22/2019	04764	UNITED PARCEL SERVICE	in SHIPPING	16.98

City of Kennewick

Claims Roster

3/9/2019 - 3/22/2019

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
146202	03/22/2019	04764	UNITED PARCEL SERVICE	in	SHIPPING	28.89
Total amount by Department						\$ 769.01
072 POLICE DEPT.- CRIMINAL INVESTIGATION						
146045	03/22/2019	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	152.00
146098	03/22/2019	04774	DRAMIS WILLAM	in	TRAVEL EXPENSE	209.99
146148	03/22/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
146148	03/22/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
146148	03/22/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	106.38
146148	03/22/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
146148	03/22/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
146148	03/22/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
146182	03/22/2019	01123	SEINER ED	in	ADMIN HEARING SERVICE	100.00
146195	03/22/2019	07228	TRANSUNION RISK ALTERNATIVE DATA	in	PEOPLE SEARCH	125.21
Total amount by Department						\$ 964.83
073 POLICE DEPT. - PATROL						
146045	03/22/2019	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	1,339.68
146052	03/22/2019	10103	A-Z AUTO REPAIR LLC	in	TOW SERVICE	276.93
146108	03/22/2019	10096	FIRSTTWO INC	in	EQUIPMENT	2,606.40
146136	03/22/2019	02154	KUHN JOSHUA	in	TRAVEL EXPENSE	356.32
146148	03/22/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	83.57
146148	03/22/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
146148	03/22/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
146148	03/22/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
146169	03/22/2019	00957	RANCH & HOME INC	in	K-9 SUPPLIES	119.44
146188	03/22/2019	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	163.16
Total amount by Department						\$ 5,108.25
074 POLICE DEPT. - STAFF SERVICES						
146050	03/22/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	MAR 2019 HVAC MAINT.	25.35
146189	03/22/2019	08315	TALENTWISE SOLUTIONS LLC	in	PROFESSIONAL SERVICES	147.70
146207	03/22/2019	01033	WASHINGTON STATE PATROL	in	CPL BACKGROUND CHECKS	616.25
T 300361	03/18/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	327.85
Total amount by Department						\$ 1,117.15
075 POLICE DEPT. - INTERGOVERNMENTAL						
146177	03/22/2019	10000	ROUND 3 LLC MATTHEW LAWRENCE DU	in	HIDTA DEPUTY DIRECTOR SERVICES	5,980.00
146181	03/22/2019	10002	SEDAM PENNY	in	TRAVEL REIMB	1,682.76

City of Kennewick

Claims Roster

3/9/2019 - 3/22/2019

Accounting Period

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Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
146181	03/22/2019	10002	SEDAM PENNY	in	HIDTA FISCAL OFFICER SERVICES	3,891.00
146208	03/22/2019	10001	WEINER JONATHAN M	in	HIDTA DIRECTOR SERVICES	6,990.00
Total amount by Department						\$ 18,543.76
076 POLICE DEPT - PROFESSIONAL STANDARDS						
146044	03/22/2019	08623	ACE SALES & SERVICE INC	in	RENTAL SERVICES	65.00
146110	03/22/2019	05823	GALLS, LLC	in	CREDIT	-286.68
146110	03/22/2019	05823	GALLS, LLC	in	QUARTERMASTER SUPPLIES	559.45
146110	03/22/2019	05823	GALLS, LLC	in	QUARTERMASTER SUPPLIES	104.78
146110	03/22/2019	05823	GALLS, LLC	in	QUARTERMASTER SUPPLIES	232.31
146110	03/22/2019	05823	GALLS, LLC	in	QUARTERMASTER SUPPLIES	70.41
146190	03/22/2019	10069	TEAM HENRY DESIGNS TIMOTHY R HEN	in	HONOR GUARD SHIRTS	21.75
T 300361	03/18/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	298.91
Total amount by Department						\$ 1,065.93
081 FIRE DEPT. - ADMINISTRATION						
146048	03/22/2019	05681	AMERIGAS PROPANE LP	in	PROPANE - STATION #4	277.55
146048	03/22/2019	05681	AMERIGAS PROPANE LP	in	PROPANE - STATION #4	237.01
146076	03/22/2019	02481	CI INFORMATION MANAGEMENT CI SUP	in	SHRED SERVICE	18.20
146097	03/22/2019	00221	DISCOUNT VAC & SEW	in	COMMERCIAL VACUUM CLEANER - STAT	217.20
146102	03/22/2019	06376	ESPRIT GRAPHIC COMMUNICATIONS	in	2018 ANNUAL REPORT	918.76
146198	03/22/2019	02861	TROPHY SHOPPE, THE	in	2018 KFD ANNUAL AWARDS	260.64
Total amount by Department						\$ 1,929.36
082 FIRE DEPT. - SUPPRESSION						
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	3.67
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	HEM PANTS	3.91
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	3.67
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW PATCHES	3.67
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	2.44
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	3.67
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	HEM PANTS	7.09
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	HEM & TAILOR PANTS	5.21
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	HEM PANTS	6.84
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	HEM PANTS	6.84
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	4.89
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	1.23
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	HEM PANTS	7.58
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	HEM PANTS	10.35

City of Kennewick

Claims Roster

3/9/2019 - 3/22/2019

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2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	HEM PANTS	3.18
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	HEM PANTS	5.21
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	HEM PANTS	9.61
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	HEM PANTS	4.40
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	3.67
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	HEM PANTS	1.96
146054	03/22/2019	04052	BATTERIES PLUS	in	BATTERY REPAIR	200.86
146063	03/22/2019	03035	BI-STATE OCCUPATIONAL SAFETY & HEA	in	PROFESSIONAL SERVICES	725.00
146083	03/22/2019	00505	COLUMBIA GRAIN & FEED INC	in	SUPPLIES	129.89
146110	03/22/2019	05823	GALLS, LLC	in	UNIFORMS	5.69
146110	03/22/2019	05823	GALLS, LLC	in	UNIFORMS	86.98
146110	03/22/2019	05823	GALLS, LLC	in	UNIFORMS	15.94
146110	03/22/2019	05823	GALLS, LLC	in	UNIFORMS	67.52
146110	03/22/2019	05823	GALLS, LLC	in	UNIFORM PANTS	29.02
146110	03/22/2019	05823	GALLS, LLC	in	UNIFORM PANTS	59.76
146110	03/22/2019	05823	GALLS, LLC	in	UNIFORM PANTS	29.89
146110	03/22/2019	05823	GALLS, LLC	in	UNIFORM SHIRT	16.77
146110	03/22/2019	05823	GALLS, LLC	in	UNIFORMS	47.82
146137	03/22/2019	04244	L N CURTIS & SONS	in	PARTS & SUPPLIES	468.92
146137	03/22/2019	04244	L N CURTIS & SONS	in	PROTECTIVE CLOTHING	240.98
146137	03/22/2019	04244	L N CURTIS & SONS	in	SCBA SUPPLIES	317.17
146137	03/22/2019	04244	L N CURTIS & SONS	in	PROTECTIVE CLOTHING	754.12
146137	03/22/2019	04244	L N CURTIS & SONS	in	SCBA SUPPLIES	878.03
146158	03/22/2019	00917	OXARC, INC.	in	FIRE EXTINGUISHER	168.33
146162	03/22/2019	01519	PENNWELL CORPORATION	in	FIRE STREAMING VIDEO	610.00
146169	03/22/2019	00957	RANCH & HOME INC	in	PROTECTIVE CLOTHING	313.86
146169	03/22/2019	00957	RANCH & HOME INC	in	PROTECTIVE CLOTHING	319.83
146169	03/22/2019	00957	RANCH & HOME INC	in	PROTECTIVE CLOTHING	320.97
146169	03/22/2019	00957	RANCH & HOME INC	in	PROTECTIVE CLOTHING	331.76
146169	03/22/2019	00957	RANCH & HOME INC	in	PROTECTIVE CLOTHING	351.86
146169	03/22/2019	00957	RANCH & HOME INC	in	PROTECTIVE CLOTHING	334.77
146169	03/22/2019	00957	RANCH & HOME INC	in	PROTECTIVE CLOTHING	351.86
146169	03/22/2019	00957	RANCH & HOME INC	in	PROTECTIVE CLOTHING	351.86
146169	03/22/2019	00957	RANCH & HOME INC	in	PROTECTIVE CLOTHING	315.47
146169	03/22/2019	00957	RANCH & HOME INC	in	PROTECTIVE CLOTHING	351.93
146169	03/22/2019	00957	RANCH & HOME INC	in	PROTECTIVE CLOTHING	351.86
146169	03/22/2019	00957	RANCH & HOME INC	in	PROTECTIVE CLOTHING	351.86

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T	300361	03/18/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	94.72
Total amount by Department							\$ 9,094.39
083 FIRE PREVENTION & INVESTIGATION							
T	300361	03/18/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	4.05
Total amount by Department							\$ 4.05
090 ENGINEERING							
	146125	03/22/2019	03493	INLAND NORTHWEST A G C	in	EMPLOYEE TRAINING	375.00
	146157	03/22/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	17.90
	146157	03/22/2019	03700	OFFICE DEPOT INC	in	OFFICE CHAIRS	3,127.68
	146188	03/22/2019	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	45.48
Total amount by Department							\$ 3,566.06
101 CORPORATE & COMMUNITY SERVICES							
	146045	03/22/2019	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	352.00
	146068	03/22/2019	05827	CALIPER MANAGEMENT INC	in	PROFESSIONAL SERVICES	620.00
	146068	03/22/2019	05827	CALIPER MANAGEMENT INC	in	PROFESSIONAL SERVICES	310.00
	146082	03/22/2019	01682	COLUMBIA FITNESS SYSTEMS	in	PREVENTATIVE MAINTENANCE	217.20
	146082	03/22/2019	01682	COLUMBIA FITNESS SYSTEMS	in	PREVENTATIVE MAINTENANCE	217.20
	146143	03/22/2019	09277	LOURDES OCCUPATIONAL HEALTH	in	PROFESSIONAL SERVICES	180.00
	146143	03/22/2019	09277	LOURDES OCCUPATIONAL HEALTH	in	PROFESSIONAL SERVICES	90.00
	146143	03/22/2019	09277	LOURDES OCCUPATIONAL HEALTH	in	PROFESSIONAL SERVICES	90.00
	146143	03/22/2019	09277	LOURDES OCCUPATIONAL HEALTH	in	PROFESSIONAL SERVICES	90.00
	146176	03/22/2019	10072	ROBLES JAIME	in	TRAFFIC BOX WRAPS	800.00
	146189	03/22/2019	08315	TALENTWISE SOLUTIONS LLC	in	PROFESSIONAL SERVICES	282.36
	146209	03/22/2019	07879	WESLEY GROUP, THE TWG CONSULTING	in	PROFESSIONAL SERVICES	1,800.00
Total amount by Department							\$ 5,048.76
113 PARKS DEPT.-RECREATION SERVICES							
	146045	03/22/2019	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	508.38
T	300361	03/18/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	73.30
Total amount by Department							\$ 581.68
114 PARKS DEPT.-FACILITIES MAINT.							
	146044	03/22/2019	08623	ACE SALES & SERVICE INC	in	RENTAL SERVICES	134.50
	146047	03/22/2019	05911	AMERICAN BUILDING MAINTENANCE	in	JANITORIAL SVC	11,237.09
	146050	03/22/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	MAR 2019 HVAC MAINT.	2,755.71
	146053	03/22/2019	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	92.83
	146053	03/22/2019	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	87.94

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146053	03/22/2019	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	43.97
146060	03/22/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	115.49
146060	03/22/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	119.92
146060	03/22/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	16.69
146060	03/22/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	3,390.95
146060	03/22/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	249.18
146060	03/22/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	146.16
146060	03/22/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	16.17
146072	03/22/2019	00083	CASCADE NATURAL GAS	in	GAS SERVICE	13,397.77
146103	03/22/2019	05426	EWING IRRIGATION PRODUCTS, INC	in	ICE MELT	744.47
146103	03/22/2019	05426	EWING IRRIGATION PRODUCTS, INC	in	ICE MELT	744.05
146103	03/22/2019	05426	EWING IRRIGATION PRODUCTS, INC	in	ICE MELT	744.05
146106	03/22/2019	09237	FIKES NORTHWEST CORP	in	AIR FRESHNER SVC	24.17
146114	03/22/2019	01775	GRAINGER	in	SUPPLIES	307.73
146134	03/22/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	35.89
146151	03/22/2019	05112	MOON SECURITY SERVICES, INC	in	FIRE ALARM INSPECTIONS	25.00
146151	03/22/2019	05112	MOON SECURITY SERVICES, INC	in	FIRE ALARM INSPECTIONS	40.00
146151	03/22/2019	05112	MOON SECURITY SERVICES, INC	in	FIRE ALARM INSPECTIONS	40.00
146151	03/22/2019	05112	MOON SECURITY SERVICES, INC	in	FIRE ALARM INSPECTIONS	40.00
146151	03/22/2019	05112	MOON SECURITY SERVICES, INC	in	FIRE ALARM INSPECTIONS	40.00
146151	03/22/2019	05112	MOON SECURITY SERVICES, INC	in	FIRE ALARM INSPECTIONS	40.00
146151	03/22/2019	05112	MOON SECURITY SERVICES, INC	in	FIRE ALARM INSPECTIONS	25.00
146159	03/22/2019	08809	PACIFIC FIRE INSPECTION SVCS TIM MA	in	INSPECTIONS	1,685.00
Total amount by Department						\$ 36,339.73
120 NON-DEPARTMENTAL						
146047	03/22/2019	05911	AMERICAN BUILDING MAINTENANCE	in	JANITORIAL SVC	4,080.77
146050	03/22/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	MAR 2019 HVAC MAINT.	240.73
146056	03/22/2019	08297	BENTON CO COMMISSIONERS	in	DIST COURT/OPD BILLINGS	43,807.69
146072	03/22/2019	00083	CASCADE NATURAL GAS	in	GAS SERVICE	1,238.62
146078	03/22/2019	00435	CITY OF PASCO	in	ANIMAL CONTROL	22,266.13
146078	03/22/2019	00435	CITY OF PASCO	in	ANIMAL CONTROL	22,266.13
146151	03/22/2019	05112	MOON SECURITY SERVICES, INC	in	FIRE ALARM INSPECTIONS	40.00
146159	03/22/2019	08809	PACIFIC FIRE INSPECTION SVCS TIM MA	in	INSPECTIONS	250.00
146171	03/22/2019	00927	RED DOOR PARTY RENTALS LLC	in	B&C BANQUET - SUPPLIES	65.16
T 300362	03/19/2019	00511	WA STATE DEPT OF RETIREMENT SYSTE	in	PRIOR SERVICE CONTRIBUTION	217.00
Total amount by Department						\$ 94,472.23

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340 CHARGES FOR SERVICES					
T 300361	03/18/2019	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	8.24
Total amount by Department					\$ 8.24
360 MISCELLANEOUS REVENUE					
T 300361	03/18/2019	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	11.14
Total amount by Department					\$ 11.14
Total amount by Fund					\$ 195,764.88
101 STREET FUND					
010 STREETS					
146053	03/22/2019	00214	BASIN DEPARTMENT STORE	in UNIFORM ALLOWANCE	134.66
146053	03/22/2019	00214	BASIN DEPARTMENT STORE	in UNIFORM ALLOWANCE	134.66
146053	03/22/2019	00214	BASIN DEPARTMENT STORE	in UNIFORM ALLOWANCE	157.46
146094	03/22/2019	03084	DAVIS, TYREL	in UNIFORM ALLOWANCE	64.64
146101	03/22/2019	02160	ENVIROTECH SERVICES INC.	in DEICER	3,682.06
146101	03/22/2019	02160	ENVIROTECH SERVICES INC.	in DEICER	4,493.02
146120	03/22/2019	07826	HARRIS TIM	in UNIFORM ALLOWANCE	270.12
146172	03/22/2019	00554	REILAND, KEVIN	in UNIFORM ALLOWANCE	159.60
146175	03/22/2019	01412	ROADWISE INC	in ROAD SALT	4,095.58
146175	03/22/2019	01412	ROADWISE INC	in ROAD SALT	4,069.79
146175	03/22/2019	01412	ROADWISE INC	in ROAD SALT	4,092.86
146175	03/22/2019	01412	ROADWISE INC	in ROAD SALT	4,137.66
146175	03/22/2019	01412	ROADWISE INC	in ROAD SALT	4,019.56
146175	03/22/2019	01412	ROADWISE INC	in ROAD SALT	3,967.97
146192	03/22/2019	06529	TOTEM PACIFIC CORPORATION	in ROAD SALT	2,858.76
146192	03/22/2019	06529	TOTEM PACIFIC CORPORATION	in ROAD SALT	3,013.22
146192	03/22/2019	06529	TOTEM PACIFIC CORPORATION	in ROAD SALT	3,028.41
146192	03/22/2019	06529	TOTEM PACIFIC CORPORATION	in ROAD SALT	2,950.76
146192	03/22/2019	06529	TOTEM PACIFIC CORPORATION	in ROAD SALT	3,048.67
146192	03/22/2019	06529	TOTEM PACIFIC CORPORATION	in ROAD SALT	2,900.12
146192	03/22/2019	06529	TOTEM PACIFIC CORPORATION	in ROAD SALT	2,777.74
146192	03/22/2019	06529	TOTEM PACIFIC CORPORATION	in ROAD SALT	2,945.70
T 300361	03/18/2019	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	15.48
Total amount by Department					\$ 57,018.50
020 TRAFFIC					
146048	03/22/2019	05681	AMERIGAS PROPANE LP	in TANK RENTAL	66.25

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146060	03/22/2019	00084	BENTON PUD NO. 1	in ELECTRICITY	161.89
146060	03/22/2019	00084	BENTON PUD NO. 1	in ELECTRICITY	40.70
146060	03/22/2019	00084	BENTON PUD NO. 1	in ELECTRICITY	403.70
146060	03/22/2019	00084	BENTON PUD NO. 1	in ELECTRICITY	91.52
146060	03/22/2019	00084	BENTON PUD NO. 1	in ELECTRICITY	643.08
146060	03/22/2019	00084	BENTON PUD NO. 1	in ELECTRICITY	1,379.21
146060	03/22/2019	00084	BENTON PUD NO. 1	in ELECTRICITY	63.07
146060	03/22/2019	00084	BENTON PUD NO. 1	in ELECTRICITY	56.58
146165	03/22/2019	06654	PIPER ALISHA	in TRAVEL REIMB	159.14
146167	03/22/2019	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in TRAFFIC SUPPLIES	405.57
146167	03/22/2019	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in SUPPLIES - TRAFFIC	188.37
146188	03/22/2019	02536	STAPLES ADVANTAGE STAPLES CONTRA	in OFFICE SUPPLIES	22.76
146194	03/22/2019	00478	TRAFFICWARE, LLC	in MAINTENANCE AGREEMENT	860.22
146202	03/22/2019	04764	UNITED PARCEL SERVICE	in SHIPPING	8.59
T 300361	03/18/2019	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	488.57
Total amount by Department					\$ 5,039.22
Total amount by Fund					\$ 62,057.72
102 ARTERIAL STREET FUND					
010 ARTERIAL STREET FUND					
146191	03/22/2019	00172	THE TRI-CITY HERALD	in PUBLICATION	308.84
Total amount by Department					\$ 308.84
Total amount by Fund					\$ 308.84
103 URBAN ARTERIAL STREET FUND					
010 URBAN ARTERIAL DEPARTMENT					
146073	03/22/2019	05265	CASCADE TITLE CO	in LIMITED LIABILITY REPORT	271.50
146073	03/22/2019	05265	CASCADE TITLE CO	in LIMITED LIABILITY REPORT	271.50
146073	03/22/2019	05265	CASCADE TITLE CO	in LIMITED LIABILITY REPORT	271.50
146093	03/22/2019	00867	DAVID EVANS & ASSOCIATES, INC.	in PROFESSIONAL SERVICES	36,344.24
146093	03/22/2019	00867	DAVID EVANS & ASSOCIATES, INC.	in CONSULTANT AGREEMENT	11,478.47
146130	03/22/2019	10100	JEFFREY B. ADAMS	in R-O-W ACQUISITION - P1714	1,437.00
Total amount by Department					\$ 50,074.21
Total amount by Fund					\$ 50,074.21

111 ASSET FORFEITURE FUND

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010 ASSET FORFEITURE FUND						
146141	03/22/2019	03914	LITTRELL, CHRISTOPHER	in	CAT REIMBURSEMENT	100.00
Total amount by Department						\$ 100.00
Total amount by Fund						\$ 100.00
117 CRIMINAL JUSTICE SALES TAX FUND						
010 CRIMINAL JUSTICE SALES TAX FUND						
146178	03/22/2019	10102	SALDUA JOSEE	in	TRAINING EXPENSES	164.16
Total amount by Department						\$ 164.16
Total amount by Fund						\$ 164.16
300 CAPITAL IMPROVEMENTS FUND						
900 CAPITAL PURCHASES						
146085	03/22/2019	06375	COMPUNET INC	in	CISCO 9300	11,550.00
146179	03/22/2019	06976	SCIENS CONSULTING LLC	in	CONSULTING SVCS	9,590.00
Total amount by Department						\$ 21,140.00
Total amount by Fund						\$ 21,140.00
401 WATER AND SEWER FUND						
146105	03/22/2019	00086	FERGUSON ENTERPRISES INC	in	INVENTORY	5,917.89
146116	03/22/2019	00865	H D FOWLER COMPANY INC	in	INVENTORY	375.83
Total amount by Department						\$ 6,293.72
010 WATER/SEWER OPERATIONS						
146047	03/22/2019	05911	AMERICAN BUILDING MAINTENANCE	in	JANITORIAL SVC	471.29
146049	03/22/2019	07400	ANALYTICAL SERVICES INC	in	LAB SERVICES	215.00
146049	03/22/2019	07400	ANALYTICAL SERVICES INC	in	WTP SAMPLES	215.00
146050	03/22/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	MAR 2019 HVAC MAINT.	579.72
146053	03/22/2019	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	157.46
146053	03/22/2019	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	292.12
146054	03/22/2019	04052	BATTERIES PLUS	in	UPS REPAIR	37.96
146054	03/22/2019	04052	BATTERIES PLUS	in	PHONE CHARGER	9.72
146055	03/22/2019	03707	BAXTER AUTO PARTS	in	WWTP SUPPLIES	30.76
146058	03/22/2019	00014	BENTON COUNTY TREASURER	in	RENEWAL	500.00
146059	03/22/2019	00093	BENTON FRANKLIN DISTRICT HEALTH	in	WTP SAMPLES	2,555.00

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146060	03/22/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	68.67
146060	03/22/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	2,236.82
146060	03/22/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	34.61
146062	03/22/2019	04965	BETTENDORF'S PRINTING & DESIGN	in	OPERATING SUPPLIES	521.28
146064	03/22/2019	09733	BNSF RAILWAY COMPANY	in	BNSF PERMIT	100.00
146066	03/22/2019	06068	BUGHER DEAN	in	UNIFORM ALLOWANCE	184.62
146071	03/22/2019	00555	CASCADE COLUMBIA DISTRIBUTION CO	in	WTP SUPPLIES	490.00
146072	03/22/2019	00083	CASCADE NATURAL GAS	in	GAS SERVICE	2,580.24
146074	03/22/2019	05050	CENTRAL HOSE & FITTINGS INC	in	SUPPLIES - WWTP	52.13
146074	03/22/2019	05050	CENTRAL HOSE & FITTINGS INC	in	WTP SUPPLIES	35.10
146074	03/22/2019	05050	CENTRAL HOSE & FITTINGS INC	in	WTP SUPPLIES	96.87
146074	03/22/2019	05050	CENTRAL HOSE & FITTINGS INC	in	REPAIRS - WWCOLL	549.60
146081	03/22/2019	06389	COLUMBIA ELECTRIC SUPPLY	in	SOFTWARE SUPPORT	2,921.34
146085	03/22/2019	06375	COMPUNET INC	in	SERVER CABINET	1,393.12
146089	03/22/2019	04907	CONSOLIDATED SUPPLY CO	in	FIRE HYDRANT	2,438.34
146089	03/22/2019	04907	CONSOLIDATED SUPPLY CO	in	FIRE HYDRANT	2,462.94
146092	03/22/2019	08116	D&D TELECOMMUNICATIONS PROPERTI	in	INSPIRATION POINT	752.24
146100	03/22/2019	09993	ENVIROCOM JOHN RYAN BEAUCHAMP	in	DUMPSTER RENTAL	1,125.00
146104	03/22/2019	00166	FARMERS EXCHANGE	in	SUPPLIES - WTR DIST	32.17
146112	03/22/2019	09091	GOMEZ ANGEL	in	UNIFORM ALLOWANCE	84.99
146116	03/22/2019	00865	H D FOWLER COMPANY INC	in	WTP SUPPLIES	362.33
146116	03/22/2019	00865	H D FOWLER COMPANY INC	in	PARTS & SUPPLIES	350.13
146117	03/22/2019	01482	HACH COMPANY	in	LAB SUPPLIES	567.55
146119	03/22/2019	01338	HANSFORD, BILL	in	UNIFORM ALLOWANCE	152.03
146121	03/22/2019	06569	HDR INC	in	PROFESSIONAL SERVICES	2,936.88
146127	03/22/2019	05737	INTERNATIONAL BELT & RUBBER SUPPL	in	HVAC BELTS	11.66
146129	03/22/2019	04624	JCI JONES CHEMICALS INC	in	SODIUM HYPOCHLORITE	5,447.47
146134	03/22/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	WTP SUPPLIES	44.58
146134	03/22/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	WTP SUPPLIES	8.38
146134	03/22/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	SUPPLIES - WTP	14.56
146134	03/22/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	SUPPLIES - WTP	11.04
146134	03/22/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	SUPPLIES - WTR DIST	20.58
146134	03/22/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	WTP SUPPLIES	26.97
146142	03/22/2019	06742	LIVINGSTON MICROGRAPHICS LLC	in	WWTP DISPOSAL	800.00
146144	03/22/2019	03154	M & M BOLT COMPANY, LLC	in	SUPPLIES - WTP	112.72
146144	03/22/2019	03154	M & M BOLT COMPANY, LLC	in	PARTS & SUPPLIES	2.79
146149	03/22/2019	10095	MENDENHALL PAT	in	UNIFORM ALLOWANCE	269.85

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146150	03/22/2019	00484	MILNE NAIL,POWER TOOL & REPAIR	in	TOOLS - WTP	184.61
146151	03/22/2019	05112	MOON SECURITY SERVICES, INC	in	FIRE ALARM INSPECTIONS	40.00
146151	03/22/2019	05112	MOON SECURITY SERVICES, INC	in	FIRE ALARMS INSPECTION	40.00
146153	03/22/2019	05532	NORCO, INC.	in	SAFETY SUPPLIES	327.10
146157	03/22/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	40.91
146159	03/22/2019	08809	PACIFIC FIRE INSPECTION SVCS TIM MA	in	INSPECTIONS	180.00
146161	03/22/2019	09967	PCE PACIFIC INC	in	WTP SUPPLIES	240.00
146164	03/22/2019	07671	PETERSON STRUCTURAL ENGINEERS	in	PROFESSIONAL SERVICES	5,761.72
146167	03/22/2019	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	SUPPLIES - WTP	44.86
146167	03/22/2019	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	PARTS & SUPPLIES	3,759.47
146169	03/22/2019	00957	RANCH & HOME INC	in	PARTS & SUPPLIES	144.09
146174	03/22/2019	06065	RH2 ENGINEERING INC	in	CONSULTING SERVICES	4,129.70
146185	03/22/2019	00680	SIERRA ELECTRIC, INC.	in	WTP ELECTRICAL REPAIRS	647.56
146188	03/22/2019	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	45.48
146197	03/22/2019	06270	TRI-CITY SIGN & BARRICADE CONSTRU	in	SUPPLIES - WTP	53.76
146199	03/22/2019	00017	TWIN CITY METALS INC	in	PARTS & SUPPLIES	48.65
146199	03/22/2019	00017	TWIN CITY METALS INC	in	PARTS & SUPPLIES	41.82
146201	03/22/2019	00598	UNIT PROCESS COMPANY	in	PARTS & SUPPLIES	1,247.83
146204	03/22/2019	00030	VERIZON NORTHWEST	in	AIR CARD FOR CAMERA PROJECT	50.04
146206	03/22/2019	01035	WASHINGTON HARDWARE AND FURNITI	in	SUPPLIES -WTP	4.32
146211	03/22/2019	05380	WESTERN SYSTEMS FABRICATION INC	in	CAMERA REPAIR	1,710.02
146211	03/22/2019	05380	WESTERN SYSTEMS FABRICATION INC	in	CAMERA REPAIR	218.66
T 300361	03/18/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	61,748.87
Total amount by Department						\$ 115,073.10
Total amount by Fund						\$ 121,366.82

402 MEDICAL SERVICES FUND

010 MEDICAL SERVICES

146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	20.77
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	HEM PANTS	22.15
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	20.77
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW PATCHES	20.77
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	13.85
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	20.77
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	HEM PANTS	40.15
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	HEM & TAILOR PANTS	29.54
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	HEM PANTS	38.77

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146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	HEM PANTS	38.77
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	27.69
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	6.92
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	HEM PANTS	42.92
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	HEM PANTS	58.61
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	HEM PANTS	18.00
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	HEM PANTS	29.54
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	HEM PANTS	54.46
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	HEM PANTS	24.92
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	20.77
146042	03/22/2019	00552	10TH AVENUE CLEANERS,LLC	in	HEM PANTS	11.07
146048	03/22/2019	05681	AMERIGAS PROPANE LP	in	PROPANE - STATION #4	277.53
146048	03/22/2019	05681	AMERIGAS PROPANE LP	in	PROPANE - STATION #4	236.97
146065	03/22/2019	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES	935.36
146065	03/22/2019	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES	475.06
146065	03/22/2019	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES	320.53
146069	03/22/2019	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	76.92
146069	03/22/2019	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	112.27
146069	03/22/2019	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	72.94
146069	03/22/2019	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	582.14
146069	03/22/2019	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	57.59
146069	03/22/2019	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	25.43
146069	03/22/2019	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	39.92
146069	03/22/2019	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	28.68
146076	03/22/2019	02481	CI INFORMATION MANAGEMENT CI SUP	in	SHRED SERVICE	18.20
146097	03/22/2019	00221	DISCOUNT VAC & SEW	in	COMMERCIAL VACUUM CLEANER - STAT	217.19
146110	03/22/2019	05823	GALLS, LLC	in	UNIFORMS	32.32
146110	03/22/2019	05823	GALLS, LLC	in	UNIFORMS	493.27
146110	03/22/2019	05823	GALLS, LLC	in	UNIFORMS	90.43
146110	03/22/2019	05823	GALLS, LLC	in	UNIFORMS	383.17
146110	03/22/2019	05823	GALLS, LLC	in	UNIFORM PANTS	164.40
146110	03/22/2019	05823	GALLS, LLC	in	UNIFORM PANTS	338.67
146110	03/22/2019	05823	GALLS, LLC	in	UNIFORM PANTS	169.33
146110	03/22/2019	05823	GALLS, LLC	in	UNIFORM SHIRT	95.03
146110	03/22/2019	05823	GALLS, LLC	in	UNIFORMS	271.30
146140	03/22/2019	08868	LIFE-ASSIST	in	CREDIT	-224.15
146140	03/22/2019	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	14.34

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146140	03/22/2019	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	241.60
146146	03/22/2019	01676	MEDLINE INDUSTRIES INC	in	IV SUPPLIES	1,943.45
146147	03/22/2019	01206	MED-TECH RESOURCE INC	in	VIDEO LARYNGOSCOPE	1,599.00
146156	03/22/2019	09789	OFFICE ALLY INC	in	NON-PARTICIPATING CLAIMS FEE	35.00
146158	03/22/2019	00917	OXARC, INC.	in	OXYGEN	104.22
146158	03/22/2019	00917	OXARC, INC.	in	OXYGEN	86.33
146158	03/22/2019	00917	OXARC, INC.	in	OXYGEN	71.93
146158	03/22/2019	00917	OXARC, INC.	in	CYLINDER RENTAL	170.07
146169	03/22/2019	00957	RANCH & HOME INC	in	PROTECTIVE CLOTHING	129.22
146169	03/22/2019	00957	RANCH & HOME INC	in	PROTECTIVE CLOTHING	119.99
146169	03/22/2019	00957	RANCH & HOME INC	in	PROTECTIVE CLOTHING	126.44
146169	03/22/2019	00957	RANCH & HOME INC	in	PROTECTIVE CLOTHING	156.92
146169	03/22/2019	00957	RANCH & HOME INC	in	PROTECTIVE CLOTHING	147.69
146169	03/22/2019	00957	RANCH & HOME INC	in	PROTECTIVE CLOTHING	165.23
146169	03/22/2019	00957	RANCH & HOME INC	in	PROTECTIVE CLOTHING	147.69
146169	03/22/2019	00957	RANCH & HOME INC	in	PROTECTIVE CLOTHING	147.69
146169	03/22/2019	00957	RANCH & HOME INC	in	PROTECTIVE CLOTHING	64.61
146169	03/22/2019	00957	RANCH & HOME INC	in	PROTECTIVE CLOTHING	148.07
146169	03/22/2019	00957	RANCH & HOME INC	in	PROTECTIVE CLOTHING	147.69
146169	03/22/2019	00957	RANCH & HOME INC	in	PROTECTIVE CLOTHING	147.69
146180	03/22/2019	07872	SEA WESTERN INC	in	PROTECTIVE CLOTHING	4,193.59
146180	03/22/2019	07872	SEA WESTERN INC	in	PROTECTIVE CLOTHING	861.04
146203	03/22/2019	08884	US FIRE EQUIPMENT LLC L HAMILTON V	in	PROTECTIVE CLOTHING	4,001.91
146215	03/22/2019	06869	ZOLL MEDICAL CORPORATION	in	OPERATING SUPPLIES	253.85
146215	03/22/2019	06869	ZOLL MEDICAL CORPORATION	in	THERMAL PAPER	42.74
T 300361	03/18/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	11,194.47
Total amount by Department						\$ 32,314.18
Total amount by Fund						\$ 32,314.18
403 BUILDING SAFETY FUND						
010 BUILDING SAFETY						
146200	03/22/2019	01566	TYLER TECHNOLOGIES INC	in	WEB PERMITS	500.00
Total amount by Department						\$ 500.00
Total amount by Fund						\$ 500.00
404 COLISEUM FUND						
010 COLISEUM						

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146046	03/22/2019	10058	ALLIANCE MANAGEMENT & CONSTRU	in	CONTRACT NO. 19-010	5,000.00
146126	03/22/2019	00529	INTERMOUNTAIN MATERIAL TESTING	in	INSPECTION & TESTING	396.50
146132	03/22/2019	09627	KDA ARCHITECTURE INC	in	CONTRACT 18-025	7,834.19
146155	03/22/2019	04341	O'BRIEN CONSTRUCTION	in	CONTRACT 18-042	170,609.95
Total amount by Department						\$ 183,840.64
Total amount by Fund						\$ 183,840.64
405 STORMWATER UTILITY FUND						
010 STORMWATER						
146053	03/22/2019	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	145.52
146111	03/22/2019	06928	GARZA BRYAN	in	UNIFORM ALLOWANCE	97.72
146113	03/22/2019	01413	GOODMAN & MEHLENBACHER, INC.	in	CONTRACT# P1812-18	3,406.63
146118	03/22/2019	07825	HAMBY BRYSON	in	UNIFORM ALLOWANCE	398.54
146157	03/22/2019	03700	OFFICE DEPOT INC	in	OFFICE CHAIRS	347.52
146166	03/22/2019	02077	PITTS, RODNEY	in	UNIFORM ALLOWANCE	383.44
T 300361	03/18/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	3,689.69
Total amount by Department						\$ 8,469.06
Total amount by Fund						\$ 8,469.06
406 COLUMBIA PARK GOLF COURSE FUND						
010 COLUMBIA PARK GOLF COURSE						
146085	03/22/2019	06375	COMPUNET INC	in	SOFTWARE EQUIPMENT	3,417.86
146085	03/22/2019	06375	COMPUNET INC	in	SOFTWARE EQUIPMENT	1,207.68
Total amount by Department						\$ 4,625.54
Total amount by Fund						\$ 4,625.54
501 EQUIPMENT RENTAL FUND						
146084	03/22/2019	08852	COMMERCIAL TIRE	in	INVENTORY - TIRES	267.31
146087	03/22/2019	04853	CONNELL OIL INC DBA 76 DISTRIBUTINC	in	SHOP SUPPLIES	1,474.54
146152	03/22/2019	08875	NAPA PASCO AUTO PARTS	in	INVENTORY	80.54
146152	03/22/2019	08875	NAPA PASCO AUTO PARTS	in	INVENTORY	157.87
146152	03/22/2019	08875	NAPA PASCO AUTO PARTS	in	INVENTORY	10.10
146213	03/22/2019	05720	WINTER EQUIPMENT CO INC	in	PARTS & SUPPLIES	789.86
T 300361	03/18/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	15.71
Total amount by Department						\$ 2,795.93

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010 EQUIPMENT RENTAL						
146048	03/22/2019	05681	AMERIGAS PROPANE LP	in	PROPANE - VEH. 0401	19.88
146050	03/22/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	MAR 2019 HVAC MAINT.	285.06
146051	03/22/2019	02181	ARROW CONSTRUCTION SUPPLY INC	in	PARTS - VEH. 4205	238.47
146055	03/22/2019	03707	BAXTER AUTO PARTS	in	PARTS - VEH. 0137	31.16
146070	03/22/2019	03527	CASADAY BEE-LINE SERVICE & TOWING	in	ALIGNMENT - VEH. 7371	78.15
146080	03/22/2019	01310	COLEMAN OIL COMPANY	in	FLEETWIDE FUEL ACCT #0870469	17,694.81
146084	03/22/2019	08852	COMMERCIAL TIRE	in	TIRE - VEH. 3000	107.72
146084	03/22/2019	08852	COMMERCIAL TIRE	in	TIRES - VEH. 2715	922.93
146084	03/22/2019	08852	COMMERCIAL TIRE	in	TIRES - VEH. 2512	922.93
146084	03/22/2019	08852	COMMERCIAL TIRE	in	TIRE CHAINS - VEH. 0095	2,396.66
146084	03/22/2019	08852	COMMERCIAL TIRE	in	TIRE SERVICE - VEH. 4308	140.10
146084	03/22/2019	08852	COMMERCIAL TIRE	in	TIRE REPAIR - VEH. 0093	309.05
146090	03/22/2019	07868	CORWIN FORD - TRI CITIES	in	PARTS - VEH. 3627	10.56
146090	03/22/2019	07868	CORWIN FORD - TRI CITIES	in	PARTS - VEH. 7371	304.95
146090	03/22/2019	07868	CORWIN FORD - TRI CITIES	in	OIL CHANGE - VEH 7827	51.69
146090	03/22/2019	07868	CORWIN FORD - TRI CITIES	in	REPAIR COMPRESSOR FOR VEH. 2206	2,834.92
146090	03/22/2019	07868	CORWIN FORD - TRI CITIES	in	PARTS & LABOR - VEH. 2309	77.46
146095	03/22/2019	09827	DAY WIRELESS SYSTEMS	in	PARTS - VEH. 2901	115.84
146095	03/22/2019	09827	DAY WIRELESS SYSTEMS	in	PARTS - VEH. 2512	238.92
146104	03/22/2019	00166	FARMERS EXCHANGE	in	MATERIALS & LABOR - VEH. 3210	1,321.21
146107	03/22/2019	07438	FINE FAMILY LLC DBA TRAILER BOSS	in	DOCUMENTATION FEES	9,922.91
146114	03/22/2019	01775	GRAINGER	in	SUPPLIES - SHOP	44.42
146122	03/22/2019	08572	HIGH DESERT MAINTENANCE INC	in	PARTS - VEH. 3315	271.50
146122	03/22/2019	08572	HIGH DESERT MAINTENANCE INC	in	PARTS - VEH. 3316	271.50
146122	03/22/2019	08572	HIGH DESERT MAINTENANCE INC	in	MATERIALS & LABOR - VEH. 0419	1,539.41
146123	03/22/2019	08711	HUGHES FIRE EQUIPMENT INC	in	PARTS - VEH. 2802	224.17
146123	03/22/2019	08711	HUGHES FIRE EQUIPMENT INC	in	PARTS - VEH. 0228	165.08
146124	03/22/2019	08226	IDENTIFIX INC	in	DIAGNOSTIC SERVICE	1,428.00
146128	03/22/2019	01205	JACK'S SUPERIOR AUTO BODY,LLC	in	MATERIALS & LABOR	2,715.00
146128	03/22/2019	01205	JACK'S SUPERIOR AUTO BODY,LLC	in	MATERIALS & LABOR	2,715.00
146128	03/22/2019	01205	JACK'S SUPERIOR AUTO BODY,LLC	in	MATERIALS & LABOR	2,715.00
146128	03/22/2019	01205	JACK'S SUPERIOR AUTO BODY,LLC	in	REPAIR - VEH 7128	86.88
146131	03/22/2019	03363	JIM'S PACIFIC GARAGES INC	in	PARTS AND LABOR - VEH. 2802	659.70
146131	03/22/2019	03363	JIM'S PACIFIC GARAGES INC	in	PARTS - VEH. 4100	355.46
146131	03/22/2019	03363	JIM'S PACIFIC GARAGES INC	in	CREDIT	-260.73
146135	03/22/2019	06243	KIMBALL MIDWEST	in	PARTS & SUPPLIES - SHOP	160.48

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146135	03/22/2019	06243	KIMBALL MIDWEST	in PARTS & SUPPLIES - SHOP	203.68
146135	03/22/2019	06243	KIMBALL MIDWEST	in PARTS& SUPPLIES - SHOP	258.37
146135	03/22/2019	06243	KIMBALL MIDWEST	in PARTS & SUPPLIES - SHOP	162.49
146135	03/22/2019	06243	KIMBALL MIDWEST	in CREDIT	-99.77
146145	03/22/2019	02357	MCCURLEY CHEVROLET INC	in PARTS - VEH. 7128	278.06
146148	03/22/2019	03284	MEL'S INTER-CITY TOWING	in TOW SERVICE - VEH. 7820	109.64
146150	03/22/2019	00484	MILNE NAIL,POWER TOOL & REPAIR	in SHOP SUPPLIES	57.55
146152	03/22/2019	08875	NAPA PASCO AUTO PARTS	in OIL FILTER - VEH. 2512	12.18
146152	03/22/2019	08875	NAPA PASCO AUTO PARTS	in CONNECTOR - VEH. 7364	12.18
146152	03/22/2019	08875	NAPA PASCO AUTO PARTS	in OIL FILTER - VEH. 5312	11.65
146152	03/22/2019	08875	NAPA PASCO AUTO PARTS	in INVENTORY - VEH. 4205	20.35
146152	03/22/2019	08875	NAPA PASCO AUTO PARTS	in PARTS - VEH. 4205	23.08
146152	03/22/2019	08875	NAPA PASCO AUTO PARTS	in AIR FILTERS - VEH. 7128	27.74
146152	03/22/2019	08875	NAPA PASCO AUTO PARTS	in OIL FILTER - VEH. 2803	3.34
146152	03/22/2019	08875	NAPA PASCO AUTO PARTS	in TIE - VEH. 0228	19.03
146160	03/22/2019	06603	PAPE MACHINERY INC	in EQUIPMENT	6,749.71
146170	03/22/2019	03803	RDO EQUIPMENT	in PARTS - VEH. 0419	1,254.00
146170	03/22/2019	03803	RDO EQUIPMENT	in CREDIT	-499.05
146186	03/22/2019	09797	SIGNS BY SUE	in KPD VEHICLE WRAPS	3,868.88
146186	03/22/2019	09797	SIGNS BY SUE	in MATERIALS & LABOR	1,041.47
146211	03/22/2019	05380	WESTERN SYSTEMS FABRICATION INC	in PARTS - VEH. 4204 & 4206	222.26
146214	03/22/2019	01241	WOODPECKER TRUCK	in PARTS - VEH. 0156	19.71
T 300361	03/18/2019	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	11.74
Total amount by Department					\$ 64,884.54
360 MISCELLANEOUS REVENUE					
T 300361	03/18/2019	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	39.13
Total amount by Department					\$ 39.13
390 OTHER FINANCING SOURCES					
T 300361	03/18/2019	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	684.00
Total amount by Department					\$ 684.00
Total amount by Fund					\$ 68,403.60
502 CENTRAL STORES FUND					
146077	03/22/2019	05727	CITI COSTCO ANYWHERE VISA	in INVENTORY	359.34
146091	03/22/2019	00481	CROWN PAPER & JANITORIAL SUPPLY	in INVENTORY	2,383.78

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	146114	03/22/2019	01775	GRAINGER	in	INVENTORY	357.34
	146154	03/22/2019	02904	NORTHERN SAFETY CO., INC.	in	INVENTORY	3,345.18
	146184	03/22/2019	00724	SHOWCASE SPECIALTIES, INC.	in	INVENTORY	792.02
	146188	03/22/2019	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	INVENTORY	29.19
	146193	03/22/2019	00367	TRAFFIC SAFETY SUPPLY CO INC	in	INVENTORY	229.85
T	300361	03/18/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	4.98
Total amount by Department							\$ 7,501.68
010 CENTRAL STORES							
	146043	03/22/2019	01526	ABADAN	in	COPIER MAINTENANCE	58.74
	146043	03/22/2019	01526	ABADAN	in	COPIER MAINTENANCE	165.13
	146043	03/22/2019	01526	ABADAN	in	COPIER MAINTENANCE	643.56
	146139	03/22/2019	06743	LEAF CAPITAL FUNDING LLC	in	COPIER RENTAL	603.82
	146139	03/22/2019	06743	LEAF CAPITAL FUNDING LLC	in	COPIER RENTAL	373.58
	146139	03/22/2019	06743	LEAF CAPITAL FUNDING LLC	in	COPIER RENTAL	207.29
	146139	03/22/2019	06743	LEAF CAPITAL FUNDING LLC	in	COPIER RENTAL	166.17
Total amount by Department							\$ 2,218.29
Total amount by Fund							\$ 9,719.97
503 RISK MANAGEMENT FUND							
010 RISK MANAGEMENT							
	146063	03/22/2019	03035	BI-STATE OCCUPATIONAL SAFETY & HEA	in	PROFESSIONAL SERVICES	865.00
	146067	03/22/2019	00749	BUILDERS HARDWARE & SUPPLY CO	in	REPAIRS	2,354.46
	146088	03/22/2019	00035	CONSOLIDATED ELECTRICAL DISTRIBUT	in	PARTS & SUPPLIES	2,318.61
	146128	03/22/2019	01205	JACK'S SUPERIOR AUTO BODY,LLC	in	REPAIRS - KPD #7821	4,070.83
	146128	03/22/2019	01205	JACK'S SUPERIOR AUTO BODY,LLC	in	REPAIR - VEH. 7130	1,760.62
	146128	03/22/2019	01205	JACK'S SUPERIOR AUTO BODY,LLC	in	REPAIR - VEH. 3733	864.18
Total amount by Department							\$ 12,233.70
Total amount by Fund							\$ 12,233.70
611 FIREMEN'S PENSION FUND							
010 FIREMEN'S PENSION							
	146061	03/22/2019	04065	BERNA LETA	in	LEOFF 1 PENSION	298.10
	146079	03/22/2019	00127	CLEAVENGER, BUDDY L	in	LEOFF 1 PENSION	1,045.55
	146086	03/22/2019	00128	COMSTOCK, WILLIAM J	in	LEOFF 1 PENSION	957.85
	146096	03/22/2019	00121	DEINES, JAMES I	in	LEOFF 1 PENSION	3,049.33
	146099	03/22/2019	05685	ECKERT NANCY	in	LEOFF 1 PENSION	1,332.79

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146115	03/22/2019	00122	GRAVES MARJORIE	in	LEOFF 1 PENSION	2,618.65
146168	03/22/2019	06700	PURDY PAULA	in	LEOFF 1 PENSION	850.90
146173	03/22/2019	00145	REMUS, LARRY J	in	LEOFF 1 PENSION	967.14
146183	03/22/2019	00148	SHAW, LEONARD	in	LEOFF 1 PENSION	723.56
146187	03/22/2019	00150	SLEATER, LARRY L	in	LEOFF 1 PENSION	1,461.83
146205	03/22/2019	00152	VICKERMAN THOMAS	in	LEOFF 1 PENSION	578.47
146212	03/22/2019	00154	WILLEBY, DONALD R	in	LEOFF 1 PENSION	794.79
Total amount by Department						\$ 14,678.96
Total amount by Fund						\$ 14,678.96
634 BI-COUNTY POLICE INFO NETWORK						
010 BI-COUNTY POLICE INFO NETWORK						
146085	03/22/2019	06375	COMPUNET INC	in	BIPIN CISCO	234,454.06
146200	03/22/2019	01566	TYLER TECHNOLOGIES INC	in	PROJECT MANAGEMENT	6,996.18
146200	03/22/2019	01566	TYLER TECHNOLOGIES INC	in	PROJECT MANAGEMENT	6,996.18
146200	03/22/2019	01566	TYLER TECHNOLOGIES INC	in	PROJECT MANAGEMENT	6,996.18
Total amount by Department						\$ 255,442.60
Total amount by Fund						\$ 255,442.60
642 METRO DRUG FORFEITURE FUND						
146133	03/22/2019	02598	KELLY, RYAN	in	BUY FUNDS	5,180.00
Total amount by Department						\$ 5,180.00
010 NONE						
146076	03/22/2019	02481	CI INFORMATION MANAGEMENT CI SUP	in	SHREDDING SERVICE	82.16
Total amount by Department						\$ 82.16
Total amount by Fund						\$ 5,262.16

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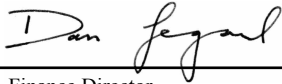
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Grand Total:					<u><u>\$ 1,046,467.04</u></u>

I, Dan Legard, Finance Director, do hereby certify that the merchandise or services hereinbefore specified have been received, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation and that the vouchers listed above are approved for payment this day.



Dan Legard, Finance Director

The payments on this claims roster are comprised of the following:

Check numbers 146035 through 146219	\$ 966,794.30
Wire transfer number 300361	79,455.74
Wire transfer number 300362	217.00

Total	<u><u>\$ 1,046,467.04</u></u>
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The above total excludes checks written for payment of refunds and collected amounts due to other entities.

Exceptions:

Council Agenda Coversheet



Agenda Item Number	3.b.(2)	Council Date	04/02/2019
Agenda Item Type	General Business Item		
Subject	Columbia Park Golf Course Account		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

That Council approve the Claims Roster for the Columbia Park Golf Course Account for February 2019.

Motion for Consideration

I move to approve the Claims Roster for the Columbia Park Golf Course Account for February 2019 in the amount of \$15,520.66, comprised of check numbers 2451-2458 in the amount of \$9,897.45 and electronic transfers in the amount of \$5,623.21.

Summary

The first page of the roster is a summary of check and electronic transfer activity, with the following pages presenting more detailed information.

Alternatives

None.

Fiscal Impact

Total \$15,520.66.

Through

Denise Winters
Mar 25, 09:01:10 GMT-0700 2019

Dept Head Approval

Dan Legard
Mar 28, 09:51:25 GMT-0700 2019

City Mgr Approval

Marie Mosley
Mar 28, 15:00:52 GMT-0700 2019

Attachments: Roster

☐ Recording
Required?

COLUMBIA PARK GOLF COURSE FUND
CHECK REGISTER
FEBRUARY 2019

Check Number	Vendor Check Name	Check Date	Amount	Type
2451	KENNEWICK GOLF CORPORATION	2/1/2019	\$4,389.68	Check
2452	TOTAL E INTEGRATED INC.	2/1/2019	\$275.90	Check
2453	COLUMBIA POINT GOLF COURSE	2/8/2019	\$384.60	Check
2454	COURSECO, INC	2/8/2019	\$219.64	Check
2455	KENNEWICK GOLF CORPORATION	2/8/2019	\$4,389.68	Check
2456	MELISSA HIBBARD	2/21/2019	\$60.00	Check
2457	TOTAL E INTEGRATED INC.	2/21/2019	\$137.95	Check
2458	YELP	2/21/2019	\$40.00	Check
ADP 529151917	ADP, LLC	2/1/2019	\$95.03	EFT
ADPTS 006874088	ADP TOTAL SOURCE (AUTOPAY)	2/10/2019	\$3,209.65	EFT
242418	ACUSHNET	2/6/2019	\$163.35	EFT
242421	GT GOLF SUPPLIES - GLOBAL TOUR GOLF	2/6/2019	\$140.32	EFT
244038	LES SCHWAB TIRE CENTER	2/14/2019	\$540.82	EFT
244039	SAFEGUARD BUSINESS SYSTEMS	2/14/2019	\$105.91	EFT
244042	PEPSI COLA BOTTLING CO.	2/14/2019	\$13.80	EFT
244084	SIERRA ELECTRIC, INC.	2/14/2019	\$340.65	EFT
Paid by ACH	WESTERN EQUIPMENT	2/14/2019	\$1,013.68	EFT
			\$15,520.66	

*VOID

I, Dan Legard, Finance Director, do hereby certify that the merchandise or services hereinbefore specified have been received, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation and that the vouchers listed above are approved for payment this day.



Dan Legard, Finance Director

The payments on this claims roster are comprised of the following:

Check numbers 2451-2458	\$	9,897.45
Electronic transfers		5,623.21
Total	\$	15,520.66

Exceptions:

Check	Vendor	Date	Amount	Debit	Credit
2451	KENNEWICK GOLF CORP	2/1/2019		\$4,389.68	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		4,389.68
	PURCH	59600-080-244-00	ACCOUNTING FEES	1,098.01	
	PURCH	59610-080-244-00	MANAGEMENT FEE	3,291.67	
2452	TOTAL E INTEGRATED	2/1/2019		\$275.90	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		137.95
	PURCH	51900-050-244-00	CONTRACT SERVICES	137.95	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		137.95
	PURCH	51900-050-244-00	CONTRACT SERVICES	137.95	
2453	COLUMBIA POINT GOLF	2/8/2019		\$384.60	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		384.60
	PURCH	50100-060-244-00	SALARIES	192.30	
	PURCH	50100-080-244-00	SALARIES	192.30	
2454	COURSECO, INC	2/8/2019		\$219.64	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		219.64
	PURCH	51900-080-244-00	CONTRACT SERVICES	19.64	
	PURCH	51400-080-244-00	PROFESSIONAL DUES & FEES	200.00	
2455	KENNEWICK GOLF CORP	2/8/2019		\$4,389.68	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		4,389.68
	PURCH	59600-080-244-00	ACCOUNTING FEES	1,098.01	
	PURCH	59610-080-244-00	MANAGEMENT FEE	3,291.67	
2456	MELISSA HIBBARD	2/21/2019		\$60.00	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		60.00
	PURCH	52100-080-244-00	TELECOMMUNICATIONS	60.00	
2457	TOTAL E INTEGRATED	2/21/2019		\$137.95	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		137.95
	PURCH	51900-050-244-00	CONTRACT SERVICES	137.95	
2458	YELP	43517		\$40.00	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		40.00
	PURCH	53100-080-244-00	ADVERTISING & MARKETING	40.00	
ADP 529151917	ADP, LLC	43497		\$95.03	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		95.03
	PURCH	51900-080-244-00	CONTRACT SERVICES	95.03	
ADPTS 006874088	ADP TOTAL SOURCE (AUTOPAY)	43506		\$3,209.65	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		3,209.65
	PURCH	50800-050-244-00	HEALTH BENEFITS	1,594.03	
	PURCH	50800-060-244-00	HEALTH BENEFITS	1,615.62	
242418	ACUSHNET	43502		\$163.35	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		163.35
	PURCH	47150-050-244-00	COGS MERCHANDISE	163.35	
242421	GT GOLF SUPPLIES - GLOBAL TOUR GOLF	43502		\$140.32	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		140.32
	PURCH	47150-050-244-00	COGS MERCHANDISE	140.32	
244038	LES SCHWAB TIRE CENTER	43510		\$540.82	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		540.82
	PURCH	58100-060-244-00	EQUIPMENT PARTS	540.82	
244039	SAFEGUARD BUSINESS SYSTEMS	43510		\$105.91	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		105.91
	PURCH	52500-080-244-00	OFFICE SUPPLIES	105.91	
244042	PEPSI COLA BOTTLING CO.	43510		\$13.80	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		13.80
	PURCH	51900-080-244-00	CONTRACT SERVICES	13.80	
244084	SIERRA ELECTRIC, INC.	43510		\$340.65	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		340.65
	PURCH	51900-060-244-00	CONTRACT SERVICES	340.65	
Paid by ACH	WESTERN EQUIPMENT	43510		\$1,013.68	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		1,013.68
	PURCH	58100-060-244-00	EQUIPMENT PARTS	1,013.68	

Council Agenda Coversheet



Agenda Item Number	3.c.	Council Date	04/02/2019
Agenda Item Type	General Business Item		
Subject	Payroll Roster (PPE 3/15/2019)		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

That council approve the payroll roster.

Motion for Consideration

I move to approve the payroll roster for 3/15/2019, in the amount of \$2,607,686.61, comprised of check numbers 73424 through 73484 and direct deposit numbers 168301 through 168752.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$2,607,686.61.

Through

Phil Bleazard
Mar 20, 08:40:46 GMT-0700 2019

Dept Head Approval

Dan Legard
Mar 20, 10:05:59 GMT-0700 2019

City Mgr Approval

Marie Mosley
Mar 28, 15:01:26 GMT-0700 2019

Attachments: Roster

☐ Recording
Required?

April 2, 2019

All Departments:

March 15, 2019

ADMINISTRATIVE TEAM	2,431.56
CITY COUNCIL	4,088.00
CITY MANAGER	12,331.68
CIVIL SERVICE	290.00
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	43,485.96
EMPLOYEE & COMMUNITY RELATIONS	49,841.36
ENGINEERING	51,134.52
FACILITIES & GROUNDS	69,844.10
FINANCE	48,429.64
FIRE	101,616.45
LEGAL SERVICES	23,198.17
MANAGEMENT SERVICES	79,145.65
POLICE	470,940.34
Subtotal General Fund	956,777.43
STREETS	39,261.40
TRAFFIC	25,161.15
Subtotal Street Fund	64,422.55
BI-PIN	10,878.01
BUILDING SAFETY	41,000.88
COMMUNITY DEVELOPMENT	4,023.08
CRIMINAL JUSTICE	64,691.61
EQUIPMENT RENTAL	9,584.56
MEDICAL SERVICES	357,963.98
RISK MANAGEMENT	3,783.51
STORMWATER UTILITY	10,175.77
WATER & SEWER	128,947.57
Subtotal Other Funds	631,048.97
Total Salaries and Wages	1,652,248.95
Benefits:	
Dental Insurance	44,605.90
Industrial Insurance	27,324.12
Life Insurance	4,175.64
Long Term Disability Insurance	4,685.19
Medical Insurance	628,374.84
Medical Retirement Account	3,450.00
Retirement	140,459.03
Social Security (FICA)	93,195.03
Vision Insurance	7,642.80
WA Family Leave	1,525.11
Total Benefits	955,437.66
Grand Total	<u>\$2,607,686.61</u>

I, Dan Legard, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$2,607,686.61 comprised of check numbers 73424 through 73484 and direct deposit numbers 168301 through 168752.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet



Agenda Item Number	3.d.	Council Date	04/02/2019
Agenda Item Type	General Business Item		
Subject	Tourism Promotion Area Reserve Funds		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Manager		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

That Council approve the request from Visit Tri-Cities and the Tri-City Regional Hotel-Motel Commission to release reserve funds in the amount of \$395,500.

Motion for Consideration

I move to support the request from Visit Tri-Cities and the Tri-City Regional Hotel-Motel Commission to release reserve funds in the amount of \$395,500 in excess funds from the Tourism Promotion Area Reserve Funds.

Summary

At the March 26th workshop, Council received the Visit Tri-Cities 2018 Annual Report and also reviewed the request to allocate Tourism Promotion Area (TPA) Reserve Funds.

The attached request is to approve the release of \$395,500 from the TPA Reserves to help tourism related projects including digital, television, out-of-home advertising and promotions to increase leisure travel stays and secure new conventions and sports tournaments. The use of reserves has been reviewed and approved by the Tri-City Regional Hotel-Motel Commission. The TPA policy is to maintain the reserves at \$500,000 and that requirement will continue to be achieved. As indicated in the attached request, there is a surplus of over \$490,000 available for allocation. By approving this request, we will put the tourism promotion area dollars (that have been accumulated above the reserve requirement) to use in our community.

Alternatives

None recommended.

Fiscal Impact

None.

Through

Terri Wright
Mar 28, 08:49:11 GMT-0700 2019

Dept Head Approval

City Mgr Approval

Marie Mosley
Mar 28, 15:04:14 GMT-0700 2019

Attachments: Reserve Request

☐ Recording
Required?



P.O. Box 2241
Tri-Cities, WA 99302-2241
509-735-8486
1-800-254-5824
www.VisitTRI-CITIES.com
info@VisitTRI-CITIES.com

March 18, 2019

Ms. Marie Mosley
City of Kennewick
P.O. Box 6108
Kennewick, WA 99336

Dear Ms. Mosley:

Thank you for the opportunity to present the Visit Tri-Cities 2018 Annual Report, 2019 Work Plan and to make a request to utilize Tourism Promotion Area reserve funds to the Kennewick City Council on Tuesday, March 26, 2019.

On behalf of the Tri City Regional Hotel-Motel Commission, Visit Tri-Cities would like to request the transfer of \$395,500 from Tourism Promotion Area Reserve Account to be used for supplemental tourism related projects.

We prepare the Tourism Promotion Area (TPA) budget in July of each year for the following calendar year. As is the case with most every budget process, there are always more worthy projects to be considered than funds to support them. We manage our resources carefully to ensure our expenses never exceed our projected income and we budget conservatively. As a result, the TPA Commissioners have identified \$494,904 in funds available for reinvestment in tourism related projects.

The funds available for project investment are in addition to the minimum reserve requirement of \$500,000, the amount set based on the recommendation of the City Managers who participate in at Commission meetings as Ex-Officios. It is the Commission's position that once the reserve account reaches this level, that any additional funds should actively be used to promote the Tri Cities as a destination; creating increased visitor spending in the community. The projects under consideration accomplishes that goal.

Given that the balance of the Tourism Promotion Area Reserve Account exceeds the level of \$500,000; the Commissioners of the Tri City Regional Hotel-Motel Commission have voted in favor of re-investing the surplus revenues, in the amount of \$395,500 that will help tourism related projects including digital, television, out-of-home advertising and promotions to increase leisure travel stays and secure new conventions and sports tournaments. A summary of the projects and the associated expenditures is attached for your review.

Again, thank you for your consideration and support of the tourism industry. I am available for any questions or comments you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Novakovich", with a stylized flourish at the end.

Michael Novakovich
President and CEO

Enclosure

Tri-City Hotel-Motel Commission Tourism Reserve Balance Request

The TPA Commissioners have unanimously voted to request \$395,500 from the reserve account for the following future projects.

Digital Campaigns at Industry Trade Shows \$30,000

Visit Tri-Cities staff has identified regional and national convention and sports industry tradeshow and events for which to create a geofenced digital campaign. Top prospects attend these tradeshow and creating digital campaigns directly targeting these events will allow for exclusive access to create brand awareness and promote Tri-Cities at events that we may or may not attend. The following is an example of the types of events for which we will create a geofence campaign:

Sports (\$15,000)

- National Association of Sports Commission Event Symposium
- Connect Sports Marketplace
- TEAMS Conference
- US Sports Congress
- EsportsTravel Summit

Conventions (\$15,000)

- MPI Cascadia Conference
- Washington Society of Association Executives
- National Tour Association Tourism Exchange
- Connect Faith
- Your Military Reunion Connection Marketplace

New Market Advertising \$20,000

Visit Tri-Cities is expanding into new geographic markets to increase awareness of the Tri-Cities as a premier destination for wine, outdoor recreation and STEM tourism.

Minneapolis (\$10,000) - Minneapolis was selected for two reasons: Direct daily flight and the Washington State Wine Commission has an active campaign in the Minneapolis market that Visit Tri-Cities on which Visit Tri-Cities can capitalize.

Los Angeles (\$10,000) - A directly daily flight will debut March 31 and Visit Tri-Cities has the opportunity to promote the region in tandem with the Port of Pasco's advertising efforts.

PCMA Engage OMNI

\$8,500

Engage is a new digital product offered by PCMA. Through this platform, PCMA creates content about the destination and then pushes it out regionally or nationally to qualified planners. They use 1st party data to find targeted individuals on the device where they consume media. It's different from retargeting in that planners don't have to visit the PCMA site to be targeted.

Engage Omni Includes:

- Three Articles
- Three Email Deployments
- Three Sponsored Posts (Facebook Platform)
- Three Ad Network Deployments
 - Each Active 30 Days – 90 Days Total
 - Includes Conversion Tracking

Convention & Sports Promotional Video

\$10,000

A convention and sports promotional video will be utilized as a marketing tool to promote the Tri-Cities as a leading convention and sports destination. We will share the videos with event owners at tradeshow, one-on-one meetings and as we introduce speakers at sponsored educational sessions. In addition, the videos will be used in digital ad campaigns and featured on our sports and convention landing pages.

Visit Tri-Cities Wrapped Vehicle

\$67,000

An all-wheel drive wrapped vehicle (graphics) will be utilized to advertise across the state as our team attends events in Olympia, Seattle, Spokane and other Washington communities. The vehicle needs to be of a size to accommodate at least four people plus our tradeshow booth and collateral or haul at least six people for site visits and FAM tours. Promotion of our destination includes travel to and from these destinations as well as local travel. Local travel helps reinforce the brand, providing another touch point as we advocate for the value of tourism. The expense of operations and maintenance would be offset by a decrease of mileage paid to staff negating the need to rent vehicles for trade shows, site visits and FAM tours as appropriate. Graphics depicting our beautiful region would cover the vehicle. We would also include our logo, website and possibly a call to action: "Follow me to the Heart of Washington Wine County."

Interactive Virtual Map

\$12,000

Visit Tri-Cities will create an interactive virtual map highlighting hotels, meeting spaces and sports venues in the Tri-Cities to attract more meetings, conventions and tournaments. Meeting and sports planners will be able click on a hotel, meeting space or sports venue to view photos and learn more about the amenities available.

Television/Digital Advertising in Key Markets

\$120,000

Additional funding to increase television/digital advertising in the Puget Sound Region, Portland, Spokane and Boise markets by \$120,000 (from \$120,000 to \$240,000) from spring/fall campaigns to continuous, year-round campaigns.

Website

\$25,000

Funding to be added to the \$100,000 previously set aside to pay for the next website re-design, which should occur in 2-3 years.

Familiarization (FAM) Tours

\$18,000

- Wine FAM Tour (\$8,000)

Visit Tri-Cities will target and host up to 4 wine/travel/lifestyle writers from nationally recognized publications, including but not limited to, Sunset Magazine, Wine Enthusiast, Wine Spectator, The San Francisco Chronicle. A key component of Visit Tri-Cities' marketing strategy includes promoting the region as a premier wine region, and exposure of the Tri-Cities to this group will generate online press, positive impressions and attracting visitors to the Tri-Cities region.

The familiarization tour of the Tri-Cities region will include wine country, outdoor exploration and culinary experiences. This an opportunity to generate press in publications, creating thousand positive impressions and attracting visitors to the Tri-Cities region.

The Port of Seattle has awarded Visit Tri-Cities \$3,000 to support this endeavor.

- FAM Events for local media (\$10,000)

Visit Tri-Cities will host a mini familiarization tour for reporters new to local stations. The purpose is twofold: To educate incoming reporters about the tourism assets (attractions, outdoor recreation, STEM tourism) and increase the visibility of the importance of tourism in the community.

Sports Industry Tradeshow Sponsorship

\$15,000

Visit Tri-Cities staff has identified an additional national sports industry tradeshow to sponsor. Top prospects attend these tradeshows and sponsorships allow exclusive access to network and create brand awareness.

- National Association of Sports Commissions – 2020 Sports Event Symposium: \$15,000 Sponsorship of breakfast and promo item

Future Infrastructure Projects

\$50,000

Funds to be set aside to support future projects expected to be introduced as a part of the upcoming Sports Facilities Market Analysis and Feasibility Study.

Operating Funds Balance**\$20,000**

Increased funding for the Tourism Promotion Area Operating Fund Balance. Each year TPA expenses exceed revenues collected for the first five months of the year due to the way TPA collections fluctuate by season. The operating fund serves to provide cash flow for this time period. The increase brings the fund balance to \$150,000.

TOTAL TPA Reserve Request = \$395,500

Council Agenda Coversheet	Agenda Item Number	3.e.	Council Date	04/02/2019	Consent Agenda	☒
	Agenda Item Type	Contract/Agreement/Lease			Ordinance/Reso	☐
	Subject	Columbia Drive Pedestrian Signal (HUD)			Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐
	Project #	P1805-18	Permit #		Quasi-Judicial	☐
	Department	Public Works				

Recommendation

Staff recommends that council accept the work of Ray Poland & Sons, Inc. for Contract P1805-18, Columbia Drive Pedestrian Signal (HUD).

Motion for Consideration

I move to accept the work of Ray Poland & Sons, Inc. for Contract P1805-18, Columbia Drive Pedestrian Signal (HUD), in the amount of \$147,980.08.

Summary

Original Contract	\$ 148,826.70
Change Orders	\$ 1,896.43
Quantity Changes -	\$ 2,743.05
Total	\$ 147,980.08

This project consisted of installing a pedestrian activated signal, (High-Intensity Activated Crosswalk – H.A.W.K.). The project also included minor improvements at the southwest corner of N. Date Street and Columbia Drive to install curb, gutter, sidewalk, pedestrian access ramps, and storm drainage catch basins.

The project had (2) change orders which include compensation to the contractor for labor and equipment used to relocate a catch basin due to staking changes and compensation to the contractor for labor, material and equipment required to install 18-inch solid preformed thermoplastic stop bars that were originally called out to be 18-inch solid paint stop bars.

Quantity changes included a reduction in quantities for flaggers and spotter hours, crushed surfacing top course, trench excavation disposal, and rock excavation.

Alternatives

None recommended.

Fiscal Impact

Capital Improvement Fund - Columbia Drive Ped Signal (300.010.595.64.63.07) - \$147,980.08
Funded by a Community Development Block Grant (CDBG) - \$164,000.00.

Through	Heath Mellotte Mar 25, 08:34:15 GMT-0700 2019	Attachments: 
Dept Head Approval	Cary Roe Mar 27, 09:26:34 GMT-0700 2019	
City Mgr Approval	Marie Mosley Mar 28, 15:05:10 GMT-0700 2019	
		☐ Recording Required?

Council Agenda Coversheet 	Agenda Item Number	3.f.	Council Date	04/02/2019	Consent Agenda	☒
	Agenda Item Type	Contract/Agreement/Lease			Ordinance/Reso	☐
	Subject	License Agreement for Downtown Speaker System			Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	Employee & Community Relations				

Recommendation

Approve the Mayor to execute the License Agreement with Historic Downtown Kennewick Partnership.

Motion for Consideration

I move to authorize the Mayor to sign the License Agreement with the Historic Downtown Kennewick Partnership to install a speaker system on City owned property.

Summary

The Historic Downtown Kennewick Partnership (HDKP) has had a goal of the installation of a speaker system in Downtown to play family friendly music as people patronize businesses in the Downtown. They were successful last year in obtaining sufficient funding to begin the installation, and have selected four light poles surrounding Flag Plaza to utilize for the installation of the speakers. HDKP upgraded the ornamental lamp posts to have outlets that provide sufficient power, and have purchased a set of 'StreetSounds' speakers that many other communities in Washington have used.

This agreement permits the speaker installation on the decorative street lamps on the corners of Benton Street and West Kennewick Avenue at Flag Plaza. The system would allow music to be played during the day, and to make announcements at scheduled events like the car shows, farmers market, and parades. The City reserves the right to use the system during its events, and has the ability to tie in with a mobile emitter to expand the system as necessary for events like Hometown Holidays.

Alternatives

None recommended.

Fiscal Impact

No direct costs associated with equipment; minimal indirect power consumption as they use power from existing infrastructure of the City. Indirect consumption through the efficient equipment is not expected to be any more than typical from other uses, and provides benefit to the City through Downtown revitalization and use at City sponsored events.

Through	Miles Thomas Mar 21, 17:21:20 GMT-0700 2019	Attachments: 
Dept Head Approval	Terry Walsh Mar 26, 08:18:05 GMT-0700 2019	
City Mgr Approval	Marie Mosley Mar 28, 15:11:30 GMT-0700 2019	

☐ Recording Required?

LICENSE AGREEMENT

Location: City Right-of-Way upon the Streetlight posts at the intersection of North Benton Street and West Kennewick Avenue.

For and in consideration of the mutual covenants contained herein, the undersigned, **CITY OF KENNEWICK** (hereinafter referred to as "City" or "Licensor"), and **Historic Downtown Kennewick Partnership** (HDKP) (hereinafter referred to as the "Licensee"), hereby agree as follows:

1. The City hereby grants to the Licensee a license for improvements of the Decorative Streetlight posts at the intersection of North Benton Street and West Kennewick Avenue as detailed in Exhibit A.
2. This license is granted to allow the Licensee to use the portion of property designated as the "installation location" in Exhibit A solely for the installation and maintenance of an electronic speaker system (hereinafter referred to as "improvement"). The improvement shall not encroach on the existing roadways, sidewalks, or other public infrastructure; or obstruct access to public facilities.
3. The City Facilities team shall install Licensee's improvement utilizing the speaker system and materials provided by Licensee. Additional materials necessary to be used for proper installation shall be provided to the City or reimbursed at Licensee's sole cost.
4. In the event of any change to the Licensee's improvement, the Licensee will bring the improvement into compliance with applicable City standards, conditions or requirements within thirty (30) days after written notice by the City. Should the City need to enter into the improved property to protect the public health, safety or welfare, any damage done by the City to improvements made under this license shall be at the sole responsibility of the Licensee.
5. The Licensee shall maintain the improvements to the property in a safe and well cared for condition free from dirt, stains, and accumulation build-up to the extent practical of general maintenance and clean working order. Licensee shall repair and/or replace immediately any portion of the improvement necessary to maintain a safe and functional improvement. Licensee shall ensure that any and all electrical devices are secure from tampering while attended or unattended and that passers-by are protected from injury. Licensee shall ensure that all moveable furnishings and accessories are secured in a manner suitable to prevent their theft or destruction while attended or unattended. The Licensee shall make any modifications to the improvements directed by the City within thirty (30) days written notice by the City. The Licensee shall be solely responsible for all costs associated with the maintenance of, and for any City approved or directed modifications of the improvements located on the property.
6. The City shall provide Licensee 30 day's written notice of a need to temporarily remove all or part of the improvements for a period of time necessary for maintenance of the aforementioned infrastructure.
7. Licensee shall report to the City immediately any extenuating circumstances rendering the improvement damaged beyond safe use and/or cost-effective repair. Further, Licensee shall

ensure the City is immediately notified of any accidents or other incidents that have caused or may cause injury to persons or property.

8. Use of public property is considered temporary in nature and may not be used to lessen or abrogate any City code requirements. The intent of the improvements is to permit Licensee to play family friendly music during normal business hours for the enjoyment of patrons visiting downtown Kennewick to shop and dine. Licensee must abide by Kennewick Municipal Code Section 9.52 regarding noise and any other applicable code sections.
9. Licensee shall permit the Licensors to use the improvements on an as-needed basis during City events held in downtown Kennewick.
10. This License Agreement may be assigned by the Licensee, subject to the prior written approval of the City Manager, or designee.
11. The parties acknowledge that a License Agreement is a limited permission to occupy property, and Licensee's rights are limited to only those expressly provided in this Agreement. The parties acknowledge that this License Agreement may be revoked at any time upon thirty (30) days written notice to the Licensee by the City Manager, or designee. Licensee shall remove all improvements made to the property at the sole cost and expense of the Licensee by the end of the thirty (30) day period. Licensee agrees to remove all improvements and restore the property in accordance to City standards, conditions and requirements. Should the Licensee fail to remove the improvements and restore the property to the City's satisfaction, the City may have the improvements removed at the cost of the Licensee. Licensee agrees that upon notice of the costs of removal of the improvements and restoration of the property, and their refusal to reimburse the City, the City may file a lien against Licensee's owned property for the removal and restoration costs.
12. In exchange for the granting of this License Agreement, the Licensee shall:
 - a. Provide the City with a visualization of the improvement and materials for attachment prior to proceeding with installation, and seek the City's written approval to proceed.
 - b. Secure and maintain general liability insurance in an amount not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate, The City of Kennewick must be named as an additional insured with coverage at least as broad as ISO endorsement form CG 20 26. Licensee shall provide proof of coverage in the form of a certificate of an insurance and amendatory endorsement. Prior to any construction taking place on the property covered by this license, Licensee shall provide the City said certificate of insurance and amendatory endorsement. Licensee's obligation to maintain insurance for the license property is a condition of this License Agreement. After each year, the City shall evaluate the sufficiency of the policy limit, and may request a higher limit.
 - c. Licensee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Licensee's use of the licensed area as defined by Section 1 of this Agreement, or from any activity, work or thing done, permitted, or suffered by Licensee in or about the licensed area, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

- d. Licensee agrees to release the City, its officials, officers, agents and all other personnel acting on behalf of the City from any and all liability whatsoever for damage done to the speaker system during installation or for damage that occurs as a result of improper installation.
 - e. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
 - f. Licensee shall procure licensed music through a qualified vendor familiar and compliant with Copyright Law and musical Copyright Controls. The music shall only be furnished as permitted by its license. Licensee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for any enforcement action taken for playing unlicensed or inadequately licensed music.
 - g. No fees or charges will be owed to the City under this Agreement as Licensee will allow use of the improvements by Licensor on an as-needed basis and the addition and maintenance of a means to play music in downtown Kennewick for the enjoyment of the general public is in its best interest.
13. Any terms, conditions, requirements, determinations, directions, or decisions by the City of Kennewick with respect to the use of the public property made under this License Agreement are final and are not subject to appeal.

14. Any notice or official communication between one party and the other must be written and mailed, postage pre-paid, or sent by electronic mail to:

For City of Kennewick:

Emily Estes-Cross
Director of Parks and Recreation
210 W 6th Ave
Kennewick, WA 99336
Phone: 509-585-4258
Email: emily.estes-cross@ci.kennewick.wa.us

Initial by City of Kennewick agreeing to
communication by Electronic Mail: ____

For HDKP:

Jay Freeman
President
124 W Kennewick Ave
Kennewick, WA 99336
Phone: 509-582-7221
Email: jaykimfreeman@gmail.com

Initial by HDKP agreeing to communication by
Electronic Mail: ____

Dated this _____ day of _____, 2019.

CITY OF KENNEWICK

Approved as to Form:

DON BRITAIN, Mayor

JESSICA FOLTZ, Assistant City Attorney

**HISTORIC DOWNTOWN KENNEWICK
PARTNERSHIP (HDKP)**

JAY FREEMAN, President

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I certify that on this _____ day of _____, 2019, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Jay Freeman, the President of the Historic Downtown Kennewick Partnership (HDKP) the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____.
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

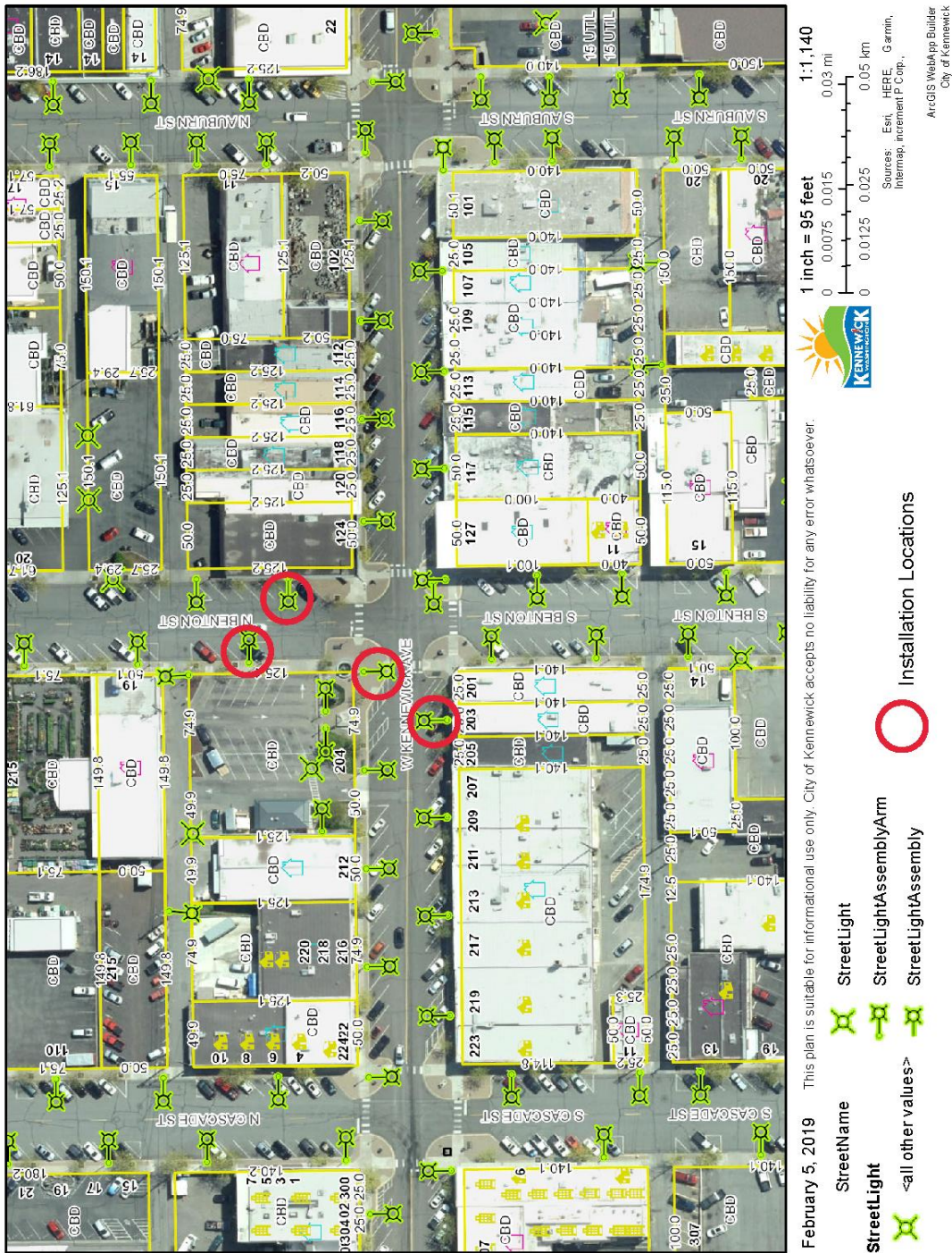
I certify that on this _____ day of _____, 2019, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DON BRITAIN, Mayor of the City of Kennewick, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____.
My Commission Expires _____.

Exhibit A – Location Map

Utilities Map



Council Agenda Coversheet 	Agenda Item Number	3.g.	Council Date	04/02/2019	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	Enterprise Resource Planning (ERP) System				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #	19-013	Other	☐	
	Project #		Permit #		Quasi-Judicial	☐	
	Department	Management Services					

Recommendation

That City Council award Contract 19-013 (Enterprise Resource Planning System) to Tyler Technologies, Inc. in the amount of \$1,979,831.00 plus a 10% contingency amount of \$197,983.10 for a total amount of \$2,177,814.10.

Motion for Consideration

I move to award Contract 19-013 (Enterprise Resource Planning System) to Tyler Technologies, Inc. in the amount of \$1,979,831.00 plus a 10% contingency amount of \$197,983.10 for a total amount of \$2,177,814.10.

Summary

The City contracted with Sciens Consulting in 2017 to conduct a needs assessment and plan for replacement of the City's aging Eden municipal system. The City acquired the Tyler Eden system over 17 years ago and has enhanced the system's capabilities through the development of customized applications and integrations. Despite these efforts, the Eden system does not meet the City's growing needs, especially in the areas of workflow, GIS integration, and mobility.

The City issued RFP 18-001 on 1/8/18 requesting proposals for a fully integrated solution to encompass functionality for Finance, Utility Billing, Purchasing, Human Resources, Payroll, Planning & Permitting, Work Orders, Asset Management, and Web Portal. The City received two bids in response, with one of those bids being only for the e-plan review aspect of the overall project. Initial demos were conducted in May with follow-up detailed demos in July and October 2018. Based on the functionality and fully integrated solution offered, staff recommends awarding RFP 18-001 to Tyler Technologies. The proposed solution includes Financials, Human Resources, Planning & Land Use, Asset Maintenance (Work Orders), and Utility Billing. Also included is ongoing disaster recovery services and business process consulting for Planning and Public Works, which will assist staff in the redesign of practices and policies to best leverage the new functionality. The proposed integrated solution will also allow us to simplify our environment by providing functionality for all these areas in a single solution rather than the 5 systems we currently utilize to provide service to these areas. The new software will be implemented in phases and will take 30 months to fully implement. The preliminary timeline and cost details are shown in the attached staff report.

This project was discussed during the budget process and funding was included in the Adopted 19/20 Biennial Budget.

Alternatives

None recommended.

Fiscal Impact

Implementation costs total \$2,177,814 with ongoing maintenance beginning in Year 2 at \$257,687. This maintenance will be partially offset as we phase out existing systems and the net ongoing maintenance for Year 2 is estimated at \$156,317. All existing systems replaced by this project are expected to be fully phased out in Year 4 with the net ongoing maintenance estimated at \$50,715. Funding is included in the Adopted 19/20 Biennial Budget.

Through		Attachments: 
Dept Head Approval	Christina Palmer Mar 27, 16:26:56 GMT-0700 2019	
City Mgr Approval	Marie Mosley Mar 28, 15:21:08 GMT-0700 2019	
		☐ Recording Required?



MANAGEMENT SERVICES DEPARTMENT

210 West 6th Avenue
Kennewick, WA 99336

STAFF REPORT

Project: Enterprise Resource Planning (ERP) Software
RFP 18-001

Date: 03/26/19

Written By: Christina Palmer, Director of Management Services

BACKGROUND

The City contracted with Sciens Consulting in 2017 to conduct a Needs Assessment and Plan for replacement of the City's aging Eden financial system. The City acquired the Tyler Eden system over 17 years ago and has enhanced the system's capabilities through the development of customized applications and integrations. Despite these efforts, the Eden system does not meet the City's growing needs, especially in the areas of workflow, GIS integration, and mobility. In addition, Tyler Technologies, the owner of Eden, is no longer developing for that product. Sciens' recommended that the City invest in a next generation integrated Enterprise Resource Planning (ERP) application suite in order to streamline the information flow within the City and improve the efficiency of its workforce.

The City issued RFP 18-001 on 1/8/18 requesting proposals for a fully integrated software solution to encompass functionality for Finance, Utility Billing, Purchasing, Human Resources, Payroll, Planning & Permitting, Work Orders, Asset Management, and Web Portal. The City received two bids in response, with one of those bids being only for the e-plan review aspect of the overall project. Initial demos were conducted in May with follow-up detailed demos in July and October 2018.

PROJECT SUMMARY

The proposed solution includes modules which will provide fully integrated solutions in the areas of Financials, Human Resources, Planning & Land Use, Asset Maintenance (Work Orders), and Utility Billing. Also included in Tyler's proposal is data conversion, ongoing Disaster Recovery Services, as well as Business Process Consulting for Planning and Public Works, which will assist staff in the redesign of practices and policies to best leverage the new functionality. Tyler's Munis platform is their next generation replacement for the Eden platform. The City received a substantial discount in the cost of software due to Tyler's Evergreen Philosophy. This program ensures that clients will receive the benefit of perpetual upgrades as they happen, delivered without additional license fees. Because the City is currently utilizing a Tyler platform, the license fees were waived for us to migrate to the Munis Modules



MANAGEMENT SERVICES DEPARTMENT

210 West 6th Avenue
Kennewick, WA 99336

for which we are currently running the same type of modules in Eden. Below is a summary of the modules included in this project.

PRODUCT	APPLICATION
Munis	Financial Management
Munis	Procurement
Munis	Asset Maintenance
Munis	Tyler Reporting Services
Munis	Accounts Receivable and Collections
Munis	Business Licenses
Munis	Utility Billing
Munis	Human Capital Management
Munis	CAFR Reporting
ExecuTime	Time & Attendance
Tyler Content Manager	Document Management
EnerGov	Permitting & Land Management
EnerGov	eReviews
EnerGov	iG Workforce

The proposed integrated solution will also allow us to simplify our environment by providing functionality for all these areas in a single solution rather than the 5 systems we are currently maintaining. The new software will be implemented in phases and will take 30 months to fully implement. The preliminary timeline is shown below.

PHASE	Functional Area	Modules	Projected Start Date	Projected Go-Live
1	Financials	- Accounting General Ledger - Bid Management - Cash Management - Project & Grant Accounting - Purchasing - BMI Inventory Bar Coding Interface - Contract Management - Inventory - Capital Assets - Accounts Receivable - General Billing - Tyler Cashiering - Analytics & Reporting - Tyler ReadyForms - Tyler Content Manager SE - eProcurement - CAFR Statement Builder	Aug 2019	May 2020



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210 West 6th Avenue
Kennewick, WA 99336

		- Financials Data Conversion - Disaster Recovery Service - New Server Install-WIN - Tyler Graphing Agent - Tyler Secure Signature System - Cash Drawers - Hand Held Scanners & Stands - ID Tech MiniMag USB Reader - Receipt Printers		
2	EnerGov	- Permitting & Land Management - Community Development Suite - e-Reviews - Citizen Self Service – Community Development - Adv Server Extensions Bundle - Content Management API - Report Toolkit - iG Workforce Apps (Mobile) - Tyler GIS - Tyler 311 / Incident Management - Business Process Consulting - EnerGov PLM - Community Development Forms Library - Intelligent Objects Automation - Data Conversion	Jan 2020	Jan 2021
3	Human Capital Management	- Payroll with Employee Self Service - Human Resources & Talent Management - Recruiting - Employee Expense Reimbursement - ExecuTime Time & Attendance - ExecuTime –Import/Interface - ExecuTime Time & Attendance - Mobile Access - Data Conversion	Jul 2020	Apr 2021
4	Work Orders	- Munis Asset Maintenance - Business Process Consulting - Data Conversion	Nov 2020	Aug 2021
5	Revenue	- Business License - Utility Billing Interface - Utility Billing CIS - Central Property File - Maplink GIS Integration - Citizen Self Service	Mar 2021	Dec 2021

**LICENSE AND SERVICES AGREEMENT FOR THE
ENTERPRISE RESOURCE PLANNING SYSTEM
BETWEEN THE CITY OF KENNEWICK AND TYLER TECHNOLOGIES, INC.**

This License and Services Agreement ("Agreement") is made between Tyler Technologies, Inc., One Tyler Drive, Yarmouth, ME 04096 (hereinafter referred to as "Tyler") and City of Kennewick, PO Box 6108, 210 W. 6th Ave., Kennewick, Washington, (hereinafter referred to as the "City").

WHEREAS, the City issued Request for Proposal (RFP) 18-001 on 1/08/18 for the purpose of acquiring software, hardware and implementation services for an Enterprise Resource Planning System ("System"); and

WHEREAS, Tyler responded to the City's RFP with their Proposal dated 3/09/18; and

WHEREAS, the City requested clarifications and a Best and Final Offer (BAFO), and Tyler responded to the City's requested clarifications and provided a BAFO;

WHEREAS, City has selected Tyler to furnish, deliver, install, configure and implement the System as indicated in the Investment Summary and Statement of Work;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and City agree Tyler shall provide the products and services, and City shall pay for prices as set forth in this Agreement.

SECTION A – AGREEMENT DOCUMENTS

1. Agreement Documents. This Agreement includes the following documents listed below. These for the entire Agreement between the parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between the documents, the order of precedence will be as follows: (1) Contract and Exhibits A-F; (2) Exhibit G; and (3) Exhibit H. An enumeration of the Agreement documents is set forth below:
 - a. Contract City of Kennewick Contract 19-013
 - Exhibit A Investment Summary
 - Exhibit B Invoicing and Payment Policy
 1. Schedule 1: Business Travel Policy
 - Exhibit C Maintenance and Support Agreement
 2. Schedule 1: Support Call Process
 - Exhibit D DocOrigin End User License Agreement
 - Exhibit E Statement of Work
 - Exhibit F Disaster Recovery Agreement
 - b. Exhibit G Tyler's Best & Final Offer dated 12/14/18 and Proposal dated 3/09/18
 - c. Exhibit H Request for Proposal 18-001 dated 1/08/18

SECTION B – DEFINITIONS

- **"Agreement"** means this License and Services Agreement including associated documents listed in Section A(1) above.

- **"Acceptance Criteria"** means the criteria to be used to accept Deliverables from Tyler, as outlined in Exhibit E: Statement of Work.
- **"Business Travel Policy"** means Tyler's business travel policy. A copy of Tyler's current Business Travel Policy is attached as Schedule 1 to Exhibit B: Invoicing and Payment Policy.
- **"Change Order/Change Request" or "Amendment"** means any alteration to this Agreement that has been agreed to by both parties in writing. A form used as part of the Change Control Process whereby changes in Scope of Work, Timeline, Resources, and/or Budget are revised, reviewed and agreed upon by participating parties prior to implementation of change.
- **"City"** means City of Kennewick.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Deliverable"** has the meaning indicated in the Statement of Work.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to the City, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date upon which the Agreement has been fully executed by both parties.
- **"End User"** the person who uses the Tyler Software on a day-to-day basis.
- **"Force Majeure"** means an event beyond the reasonable control of either party, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by Tyler or the City.
- **"Implementation"** means the completion of the associated services listed in Exhibit A, Investment Summary and described in Exhibit E: Statement of Work and otherwise in accordance with the terms of this Agreement.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Milestones"** means those specific tasks identified In Exhibit E: Statement of Work associated with a defined Deliverable(s)
- **"Phase"** means the primary phases of the system implementation as described In Exhibit E: Statement of Work.
- **"Proposal"** means the written response from Tyler dated 03/09/18 to the Request for Proposal by the City for an Enterprise Resource Planning (ERP) System.
- **"Request for Proposal"** means the Request for Proposal, RFP 18-001, titled Enterprise Resource Planning (ERP) Software and Implementation Services, issued by the City on 01/08/18.
- **"Schedule"** means the document created to record timeframes and resources required for specific tasks that must be performed in order to produce the Deliverable(s) in accordance with Exhibit E: Statement of Work. The document includes planned start and expected finish dates for performing each task and projected timelines for meeting Milestones.

- **"Self Help Code"** means any back door, time bomb, drop dead service, or other disruptive technologies or software routine designed by, or for the use of, Tyler, to disable a computer program automatically with the passage of time or under the positive control of Tyler or any other person other than a licensee of the System. "Self-help-code" does not include software routines in a computer program, if any, designed to permit the owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access) for the purposes of maintenance or technical support as identified in the Maintenance and Support Agreement.
- **"Statement of Work"** means the document set forth as Exhibit E: Statement of Work, describing the scope of work, major work activities, Schedule, and project governance roles and responsibilities of the parties and personnel involved.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"System"** means the Enterprise Resource Planning (ERP) solution identified in Tyler's Proposal, including but not limited to the Tyler Software, interfaces, Documentation, and Updates to be provided by Tyler to the City under this Agreement.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in this Agreement, including Exhibit A: Investment Summary and licensed by Tyler to the City through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean City of Kennewick.

SECTION C – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 Tyler grants to the City a license to use the Tyler Software for the City's internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. The City may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. The City's rights to use the Tyler Software are perpetual but may be revoked if the City does not comply with any of the terms of this Agreement, and has not cured such material failure within any applicable cure period.
- 1.2 The Documentation is licensed to the City and may be used and copied by City employees. Provided, however, that the City's consultants, contractors, and business partners may access the Tyler Software under the City's direction to the extent required for them to provide services to the City. Any such use by, or disclosure to, said third parties is strictly subject to the terms and conditions of this Agreement. City shall be liable for any failure of a third party gaining access to the Tyler Software or Documentation to abide by the terms and conditions of this Agreement.

- 1.3 The City may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements Tyler may provide to the City or makes available to the City through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation.
The Tyler Software is licensed, not sold.
2. License Fees. The City agrees to pay Tyler the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. Tyler maintains an escrow agreement with a third party under which Tyler places the source code for each major release of the Tyler Software. The City will be added as a beneficiary to the escrow agreement upon payment of the annual beneficiary fee set forth in the Investment Summary. Tyler will complete a standard beneficiary enrollment form and the City will be responsible for maintaining its ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. Tyler warrants that the Tyler Software will be without Defect(s) as long as the City has a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, Tyler will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in Exhibit C - Maintenance and Support Agreement and in a timely manner as described by the Support Call Process "incident handling" provisions. Defect resolution will be performed consistent with this warranty for no additional cost beyond the City's then-current maintenance and support fees.
5. Surreptitious Code. Tyler represents and warrants that the Tyler Software delivered to the City, including but not limited to the Tyler Software and Releases, do not contain any "Self-Help-Code" as defined in this Agreement.
6. Successor Software. As long as the City maintains a continuous Maintenance Agreement with Tyler for the Tyler Software and (i) in the event Tyler Software is no longer supported, and (ii) Tyler make available successor software products (e.g., software products based on a new technical architecture) ("Successor Products") with substantially similar price, features, and functionality to the Tyler Software within five (5) years from the Effective Date, then the City, at its sole discretion, may transfer the Tyler Software to the Successor Products, for no additional license fees. In the event the City elects to transfer the Tyler Software to the Successor Products, the City shall return to Tyler the Tyler Software and pay the then-current maintenance fees for the Successor Products, and fees for services, third party hardware and software associated with the transfer to the Successor Products, at Tyler's then current rate(s).

SECTION D – PROFESSIONAL SERVICES

1. Services. Tyler will provide the City the various implementation-related services itemized in Exhibit A, Investment Summary and will manage the delivery and Implementation of the Tyler Software and the performance of all services in connection therewith as described in the Exhibit E: Statement of Work.
2. Professional Services Fees. The City agrees to pay Tyler the fixed-price professional services fees in the amounts set forth in Exhibit A, Investment Summary. Those amounts are payable in accordance with Exhibit B, Invoicing and Payment Policy.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. Tyler will make all reasonable efforts to schedule its personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if the City cancels services less than two (2) weeks in advance (other than for Force Majeure or breach by us), the City will be liable for all (a) non-refundable expenses incurred by Tyler on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. Tyler will make all reasonable efforts to reassign personnel in the event the City cancels within two (2) weeks of scheduled commitments.
5. Services Warranty. Tyler will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to Tyler, the City agrees to provide Tyler with full and free access to City personnel, facilities, and equipment as may be reasonably necessary for Tyler to provide implementation services, subject to any reasonable security protocols or other written policies provided to Tyler as of the Effective Date, and thereafter as mutually agreed to by the City and Tyler. The City further agrees to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. City Assistance. City acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. City agrees to use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with Tyler to schedule the implementation-related services outlined in this Agreement. Tyler will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by City personnel to provide such cooperation and assistance (either through action or omission).
8. System Acceptance.
 - 8.1 The City will use a two-staged acceptance process for each Phase of the Project as defined in Exhibit E, Statement of Work. Upon verification by Tyler that the System, including the Tyler Software and any

Third Party Products, will meet all requirements in this Agreement for the respective Phase, Tyler shall provide notification to the City that it can begin testing "pre-live testing."

- 8.2 For "pre-live testing" the City shall have a minimum of forty-five (45) calendar days to test the System in a non-production environment for any Defects. If there are no Defects identified during pre-live testing, the City shall notify Tyler that "Conditional Acceptance" has been achieved for the Phase being tested. In the event that the City identifies any Defects, the City shall notify Tyler in writing. Tyler will correct the Defect(s) or provide a mutually agreeable plan for future resolution of any Defect(s) and the City may repeat pre-live testing for a mutually agreeable time period, not to exceed fifteen (15) days. This procedure shall repeat until the City's confirmation that Conditional Acceptance has been achieved or Tyler and the City make a decision to move the system to production environment.
- 8.3 Once the System has been moved and the City begins using the System in a production environment, the City will begin "post-live testing." The City will have a minimum of sixty (60) calendar days to test the System in a live production environment for any Defects and to verify that all Services have been completed and that the Tyler Software and Third Party Products conform to the Documentation (the Project Requirements).
- 8.4 If there are no Defects identified during post-live testing or any outstanding Project Requirements, the City shall issue "Final Acceptance" for the Phase being tested. Upon "Final Acceptance" of the last Phase of the project, the City shall also grant "Project Closure."
- 8.5 If the City determines that there is a Defect or outstanding Project Requirement, the City will notify Tyler in writing. Tyler will correct the Defect(s) and resolve outstanding Issues or provide a mutually agreeable plan for future resolution of any Defect(s) or Project Requirement. Upon resolution, the City may repeat the post-live testing for a mutually agreeable time period, not to exceed fifteen (15) days. This procedure shall repeat until all Defects have been resolved and Project Requirements satisfied or the City and Tyler in their reasonable discretion mutually agree to an alternative schedule for Issue resolution and the City issues Final Acceptance.

SECTION E – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;

- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION F – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. Tyler will sell, deliver, and install onsite the Third Party Hardware, if the City has purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with the Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, the City will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. The City's license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 Tyler will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, the City will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. The City will give Tyler advance written notice of any such transfer and will pay Tyler for any required or requested technical assistance from Tyler associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 Tyler is authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, the City will receive free and clear title to the Third Party Hardware.
 - 3.3 The City acknowledges that Tyler is not the manufacturer of the Third Party Products. Tyler does not warrant or guarantee the performance of the Third Party Products. However, Tyler grants and passes through to the City any warranty that Tyler may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If the City has purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with the Invoicing and Payment Policy.
5. Maintenance. If the City has a Maintenance and Support Agreement in effect, the City may report defects and other issues related to the Third Party Software directly to Tyler, and Tyler will (a) directly address the defect or issue, to the extent it relates to Tyler's interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that the City have a separate, direct

maintenance agreement in effect with that Developer. In all events, if the City does not have a Maintenance and Support Agreement in effect with Tyler, the City will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

6. DocOrigins EULA. Notwithstanding any statement to the contrary in Exhibit D (DocOrigin EULA), we are authorized by the Developer to agree that the governing law and venue applicable to disputes directly between you and the Developer under Exhibit D, Schedule 1 shall be the laws of Texas and the courts of Dallas County, Texas, as opposed to the laws and courts of the Province of Ontario, Canada, as set forth in Section 8.4.

SECTION G – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. Tyler will invoice the City for all fees set forth in the Investment Summary per the Invoicing and Payment Policy, subject to Section G(2).
2. Invoice Disputes. If the City believes any delivered software or service does not conform to the warranties in this Agreement, the City will provide Tyler with written notice within thirty (30) days of receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with the City as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. The City may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If Tyler is unable to complete the action items outlined in the action plan because of the City's failure to complete the items agreed to be done by the City, then the City will remit full payment of the invoice. Tyler reserves the right to suspend delivery of all services, including maintenance and support services, if the City fails to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION H – TERMINATION

1. For Cause. If the City believes Tyler has materially breached this Agreement, the City will invoke the Dispute Resolution clause set forth in Section I(3). The City may terminate this Agreement for cause in the event Tyler does not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section J(3). In the event of termination for cause, the City will pay Tyler for all undisputed fees and expenses related to the software, products, and/or services the City has received, or Tyler has incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If the City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, the City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which the City has funding. The City will make every effort to give Tyler at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, the City will pay Tyler for all undisputed fees and expenses related to the software and/or services received, or Tyler has incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. The City will not be entitled to a refund or offset of previously paid license and other fees.

3. Force Majeure. Except for the City's payment obligations, either the City or Tyler may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, the City will pay Tyler for all undisputed fees and expenses related to the software and/or services the City have received, or Tyler has incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section G(2) at the time of termination in order to be withheld at termination. The City will not be entitled to a refund or offset of previously paid license and other fees.

SECTION I – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 Tyler will defend the City against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). The City must notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. The City agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at Tyler's expense.
- 1.2 Tyler's obligations under this Section I(1) will not apply to the extent the claim or adverse final judgment is based on the City's: (a) use of a previous version of the Tyler Software and the claim would have been avoided had the City installed and used the current version of the Tyler Software, and Tyler provided notice of that requirement to the City; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by Tyler; (c) altering or modifying the Tyler Software, including any modification by third parties at the City's direction or otherwise permitted by the City; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after Tyler notified the City to discontinue use due to such a claim.
- 1.3 If Tyler receives information concerning an infringement or misappropriation claim related to the Tyler Software, Tyler may, at its own expense and without obligation to do so, either: (a) procure for the City the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case the City will stop running the allegedly infringing Tyler Software immediately. Alternatively, Tyler may decide to litigate the claim to judgment, in which case the City may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and the City's use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), Tyler will, at its option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate the City's license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides the City exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless the City and its agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by Tyler's negligence or willful misconduct; or (b) Tyler's violation of a law applicable to its performance under this Agreement. The City must notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. The City agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at Tyler's expense.
- 2.2 To the extent permitted by applicable law, the City will indemnify and hold harmless Tyler and its agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by the City negligence or willful misconduct; or (b) the City's violation of a law applicable to the City's performance under this Agreement. Tyler will notify the City promptly in writing of the claim and will give the City sole control over its defense or settlement. Tyler agrees to provide the City with reasonable assistance, cooperation, and information in defending the claim at the City's expense.
3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, TYLER'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE CITY'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS I(1) AND I(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TYLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF TYLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, Tyler agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. Tyler will add the City as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add the City as an additional insured to Tyler's Excess/Umbrella Liability policy as well. Tyler will provide the City with copies of certificates of insurance upon written request.

SECTION J – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** The City may purchase additional products and services at the rates set forth in the Investment Summary for thirty (30) months from the Effective Date, and thereafter at Tyler's

then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those thirty (30) months have expired, the City may purchase additional products and services at Tyler's then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for thirty (30) months from the Effective Date.
3. Dispute Resolution. The City agrees to provide Tyler with written notice within thirty (30) days of becoming aware of a dispute. The City agree to cooperate with Tyler in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with Tyler's appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If Tyler fails to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent the City or Tyler from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. The City is not tax-exempt. Tyler will pay all applicable taxes to the proper authorities and the City will reimburse Tyler for such taxes. If the City has a valid direct-pay permit, the City agrees to provide Tyler with a copy. If Tyler does not Include sales tax and use tax in Tyler's invoices to the City for any Tyler Software, hardware and services as identified in this Agreement, where such taxes are due according to applicable State of Washington Laws, the City will pay the applicable sales and use tax directly to the State of Washington for each Tyler Invoice when it occurs. The City reserves the right to review the tax charges, and in no event will be responsible to pay more than is appropriate or actually required to be paid under applicable law. Tyler will pass on to the City any tax refunds received with respect to the City's previous overpayment or reimbursement of applicable taxes hereunder. For clarity, Tyler is responsible for paying its income taxes, both federal and state, as applicable, arising from its performance of this Agreement.
5. Nondiscrimination. Tyler will not discriminate against any person employed or applying for employment concerning the performance of Tyler's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Tyler will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. Tyler has complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of its employees assigned to the City's project.
7. Subcontractors. Tyler will not subcontract any services under this Agreement without the City's prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either the City or Tyler's successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, the City's consent is not required for an assignment by Tyler as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for the City's payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the City and Tyler. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between the City and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by the City, if any, are for the City's internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. Tyler is an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. City Lists. The City agrees that Tyler may identify the City by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement. The City agrees to notify Tyler if it receives such a public records request and the date the City plans to release the records. The City will otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for Tyler to perform services hereunder, the City will promptly notify Tyler and provide Tyler with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of State of Washington, without regard to its rules on conflicts of law. Venue for any actions hereunder shall be in a state or federal court for Benton County, Washington.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Limited License Rights Upon Migration. When Tyler makes the Tyler Software discounted 100% in the Investment Summary (the "Evergreen Modules") licensed pursuant to this Agreement available to the Client for use in live production, the license to the Tyler software listed in Exhibit A, Schedule 1 (hereafter, "Migration Modules") shall continue on a limited, read-only basis for document viewing and reporting purposes, provided Client makes timely payment of the annual Legacy Eden Database Support fee set forth in the Investment Summary and maintains the migration Modules in their current operating environment.

EXECUTED THIS ____ day of April, 2019.

CITY OF KENNEWICK, WASHINGTON

TYLER TECHNOLOGIES, INC

Marie Mosley
City Manager

Signature

Printed Name & Title

ATTEST:

Terri L. Wright
City Clerk

APPROVED AS TO FORM:

Lisa Beaton
City Attorney

Address for Notices:

City of Kennewick
PO Box 6108
Kennewick, WA 99336-0108
Attention: City Clerk

Address for Notices:

Tyler Technologies, Inc
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer



Exhibit A

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: Jason Cloutier
 Date: 3/21/2019
 Quote Expiration: 7/1/2019
 Quote Name: City of Kennewick-ERP-Munis
 Quote Number: 2018-42425-2
 Quote Description: BAFO - Munis on Premise Quote (Updated 3/14/2019)

Sales Quotation For

City of Kennewick

PO Box 6108

Kennewick, WA 99336-0108

Phone +1 (509) 585-4263

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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Financials:

Accounting/GL	\$84,000.00	200	\$35,000.00	\$3,800.00	\$122,800.00	\$15,120.00
Bid Management	\$11,550.00	32	\$5,600.00	\$0.00	\$17,150.00	\$2,079.00
BMI Asset Track Interface	\$4,000.00	24	\$4,200.00	\$0.00	\$8,200.00	\$720.00
BMI CollectIT Interface	\$4,000.00	24	\$4,200.00	\$0.00	\$8,200.00	\$720.00
Capital Assets	\$25,400.00	48	\$8,400.00	\$3,500.00	\$37,300.00	\$4,572.00
Cash Management	\$17,850.00	40	\$7,000.00	\$0.00	\$24,850.00	\$3,213.00
Contract Management	\$11,550.00	32	\$5,600.00	\$0.00	\$17,150.00	\$2,079.00
Employee Expense Reimbursement	\$9,450.00	48	\$8,400.00	\$0.00	\$17,850.00	\$1,701.00
Inventory	\$25,400.00	56	\$9,800.00	\$3,800.00	\$39,000.00	\$4,572.00
Project & Grant Accounting	\$19,100.00	48	\$8,400.00	\$2,000.00	\$29,500.00	\$3,438.00
Purchasing	\$43,050.00	112	\$19,600.00	\$3,000.00	\$65,650.00	\$7,749.00

Human Capital Management:

ExecuTime Time & Attendance Import	\$5,145.00	0	\$0.00	\$0.00	\$5,145.00	\$1,029.00
ExecuTime Time & Attendance Mobile Access	\$5,075.00	0	\$0.00	\$0.00	\$5,075.00	\$1,015.00

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
ExecuTime Time & Attendance - Up to 1000 Employees	\$33,790.00	176	\$30,800.00	\$0.00	\$64,590.00	\$6,758.00
Human Resources & Talent Management	\$13,200.00	56	\$9,800.00	\$0.00	\$23,000.00	\$2,376.00
Payroll w/ESS	\$16,100.00	120	\$21,000.00	\$18,800.00	\$55,900.00	\$2,898.00
Recruiting	\$2,750.00	16	\$2,800.00	\$0.00	\$5,550.00	\$495.00

Revenue:

Accounts Receivable	\$22,000.00	88	\$15,400.00	\$0.00	\$37,400.00	\$3,960.00
Business License	\$21,800.00	88	\$15,400.00	\$10,500.00	\$47,700.00	\$3,924.00
Central Property File	\$2,750.00	8	\$1,400.00	\$0.00	\$4,150.00	\$688.00
General Billing	\$10,000.00	40	\$7,000.00	\$9,800.00	\$26,800.00	\$1,800.00
Maplink GIS Integration	\$16,500.00	8	\$1,400.00	\$0.00	\$17,900.00	\$2,970.00
Tyler Cashiering	\$32,000.00	48	\$8,400.00	\$0.00	\$40,400.00	\$5,760.00
UB Interface	\$8,250.00	24	\$4,200.00	\$0.00	\$12,450.00	\$1,485.00
Utility Billing CIS	\$23,000.00	192	\$33,600.00	\$19,300.00	\$75,900.00	\$4,140.00

Productivity:

Tyler ReadyForms Processing (including Common Form Set)	\$15,000.00	0	\$0.00	\$0.00	\$15,000.00	\$3,000.00
Tyler Content Manager SE	\$30,000.00	48	\$8,400.00	\$0.00	\$38,400.00	\$5,400.00
Munis Analytics & Reporting	\$80,600.00	88	\$15,400.00	\$0.00	\$96,000.00	\$14,508.00
eProcurement	\$17,000.00	8	\$1,400.00	\$0.00	\$18,400.00	\$3,060.00
Citizen Self Service	\$22,000.00	8	\$1,400.00	\$0.00	\$23,400.00	\$3,960.00

Additional:

Accounting - Actuals up to 7 years	\$0.00	0	\$0.00	\$3,500.00	\$3,500.00	\$0.00
Accounting - Budgets up to 7 years	\$0.00	0	\$0.00	\$3,500.00	\$3,500.00	\$0.00
Accounts Payable - Checks up to 7 years	\$0.00	0	\$0.00	\$2,800.00	\$2,800.00	\$0.00
Accounts Payable - Invoice up to 7 years	\$0.00	0	\$0.00	\$2,800.00	\$2,800.00	\$0.00
Asset Maintenance	\$189,000.00	224	\$39,200.00	\$14,250.00	\$242,450.00	\$22,500.00
CAFR Statement Builder	\$15,625.00	32	\$5,600.00	\$0.00	\$21,225.00	\$2,813.00
Eden Legacy Database Support	\$0.00	0	\$0.00	\$0.00	\$0.00	\$5,000.00

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
EnerGovAdv Server Extensions Bundle	\$11,200.00	48	\$8,400.00	\$0.00	\$19,600.00	\$2,240.00
EnerGov Citizen Self Service - Community Development	\$21,000.00	16	\$2,800.00	\$0.00	\$23,800.00	\$4,200.00
EnerGov Community Development - E	\$0.00	0	\$0.00	\$21,150.00	\$21,150.00	\$0.00
EnerGov Content Management API	\$7,999.00	28	\$4,900.00	\$0.00	\$12,899.00	\$1,440.00
EnerGov e-Reviews	\$42,000.00	80	\$14,000.00	\$0.00	\$56,000.00	\$8,400.00
EnerGov iG Workforce Apps (20)	\$14,000.00	16	\$2,800.00	\$0.00	\$16,800.00	\$2,800.00
EnerGov Permitting and Land Management Suite - Site License	\$249,000.00	400	\$70,000.00	\$0.00	\$319,000.00	\$22,500.00
EnerGov Report Toolkit	\$3,500.00	0	\$0.00	\$0.00	\$3,500.00	\$700.00
GL Actual Summary Balance by Period	\$0.00	0	\$0.00	\$4,500.00	\$4,500.00	\$0.00
Project and Grant - Actuals up to 7 years	\$0.00	0	\$0.00	\$3,500.00	\$3,500.00	\$0.00
Project and Grant - Budgets up to 7 years	\$0.00	0	\$0.00	\$3,500.00	\$3,500.00	\$0.00
Tyler 311/Incident Management	\$16,500.00	64	\$11,200.00	\$0.00	\$27,700.00	\$3,300.00
Tyler Disaster Recovery Service	\$0.00	0	\$0.00	\$0.00	\$0.00	\$30,000.00
Tyler GIS - Site License	\$24,500.00	0	\$0.00	\$0.00	\$24,500.00	\$4,900.00
Sub-Total:	\$1,226,634.00		\$452,900.00	\$134,000.00	\$1,813,534.00	\$225,982.00
<u>Less Discount:</u>	<u>\$608,293.00</u>		<u>\$0.00</u>	<u>\$67,000.00</u>	<u>\$675,293.00</u>	<u>\$225,982.00</u>
TOTAL:	\$618,341.00	2588	\$452,900.00	\$67,000.00	\$1,138,241.00	\$0.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
50% of Dedicated Project Manager (Monthly)	30	\$12,000.00	\$0.00	\$360,000.00
Additional Hours to Meet Not To Exceed Contract Requirement(Only billed if used)	256	\$175.00	\$0.00	\$44,800.00
Business Process Consulting - Asset Maintenance	1	\$31,500.00	\$0.00	\$31,500.00
Business Process Consulting - EnerGov PLM	1	\$38,500.00	\$0.00	\$38,500.00
Custom Report to report on all work done on a particular Asset, at a particular address and/or a section of street	12	\$175.00	\$0.00	\$2,100.00
EnerGov Community Development Forms Library (5 Forms)	1	\$5,100.00	\$0.00	\$5,100.00
Install Fee - New Server Install-WIN	1	\$9,000.00	\$0.00	\$9,000.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
EnerGov Intelligent Objects Automation	104	\$160.00	\$0.00	\$16,640.00
Tyler Graphing Agent - Flat Fee	1	\$3,500.00	\$0.00	\$3,500.00
Tyler ReadyForms Processing Configuration	1	\$2,000.00	\$0.00	\$2,000.00
TOTAL:				\$513,140.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer	7	\$230.00	\$0.00	\$1,610.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner - Model 1900GSR	7	\$385.00	\$0.00	\$2,695.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner Stand	7	\$25.00	\$0.00	\$175.00	\$0.00	\$0.00	\$0.00
ID Tech MiniMag USB Reader	7	\$62.00	\$0.00	\$434.00	\$0.00	\$0.00	\$0.00
Printer (TM-S9000)	7	\$1,600.00	\$0.00	\$11,200.00	\$0.00	\$0.00	\$0.00
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$17,764.00</i>			<i>\$0.00</i>
TOTAL:				\$17,764.00			\$0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$618,341.00	\$0.00
Total Tyler Services	\$1,033,040.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$17,764.00	\$0.00
Summary Total	\$1,669,145.00	\$0.00
Contract Total	\$1,669,145.00	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$167,140.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals up to 7 years	\$3,500.00	\$1,750.00	\$1,750.00
Accounting - Budgets up to 7 years	\$3,500.00	\$1,750.00	\$1,750.00
Accounting Standard COA	\$2,000.00	\$1,000.00	\$1,000.00
Accounts Payable - Checks up to 7 years	\$2,800.00	\$1,400.00	\$1,400.00
Accounts Payable - Invoice up to 7 years	\$2,800.00	\$1,400.00	\$1,400.00
Accounts Payable Standard Master	\$1,800.00	\$900.00	\$900.00
Asset Maintenance - Closed Work Order History No Cost Data	\$5,500.00	\$2,750.00	\$2,750.00
Asset Maintenance - Work Order Asset	\$3,250.00	\$1,625.00	\$1,625.00
Asset Maintenance - Work Order History With Cost Data	\$5,500.00	\$2,750.00	\$2,750.00
Business License - Bills up to 5 years	\$5,000.00	\$2,500.00	\$2,500.00
Business License Std Master	\$5,500.00	\$2,750.00	\$2,750.00
Capital Assets Std Master	\$3,500.00	\$1,750.00	\$1,750.00
EnerGov Community Development	\$21,150.00	\$10,575.00	\$10,575.00
General Billing - Bills up to 5 years	\$4,500.00	\$2,250.00	\$2,250.00
General Billing - Recurring Invoices	\$3,500.00	\$1,750.00	\$1,750.00
General Billing Std CID	\$1,800.00	\$900.00	\$900.00
GL Actual Summary Balance by Period	\$4,500.00	\$2,250.00	\$2,250.00
Inventory Std Master	\$3,800.00	\$1,900.00	\$1,900.00
Payroll - Accrual Balances	\$1,500.00	\$750.00	\$750.00
Payroll - Accumulators up to 5 years	\$1,400.00	\$700.00	\$700.00
Payroll - Certifications	\$1,400.00	\$700.00	\$700.00
Payroll - Check History up to 5 years	\$1,200.00	\$600.00	\$600.00
Payroll - Deductions	\$1,800.00	\$900.00	\$900.00
Payroll - Earning/Deduction Hist up to 5 years	\$2,500.00	\$1,250.00	\$1,250.00
Payroll - Education	\$1,400.00	\$700.00	\$700.00
Payroll - PM Action History up to 5 years	\$1,400.00	\$700.00	\$700.00
Payroll - Position Control	\$1,400.00	\$700.00	\$700.00

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Payroll - Recruiting	\$1,400.00	\$700.00	\$700.00
Payroll - Standard	\$2,000.00	\$1,000.00	\$1,000.00
Payroll - State Retirement Tables	\$1,400.00	\$700.00	\$700.00
Project and Grant - Actuals up to 7 years	\$3,500.00	\$1,750.00	\$1,750.00
Project and Grant - Budgets up to 7 years	\$3,500.00	\$1,750.00	\$1,750.00
Project Grant Accounting Standard	\$2,000.00	\$1,000.00	\$1,000.00
Purchasing - Purchase Orders - Standard Open PO's only	\$3,000.00	\$1,500.00	\$1,500.00
Utility Billing - Assessments	\$1,800.00	\$900.00	\$900.00
Utility Billing - Backflow	\$2,000.00	\$1,000.00	\$1,000.00
Utility Billing - Balance Forward AR	\$4,000.00	\$2,000.00	\$2,000.00
Utility Billing - Consumption History up to 5 years	\$3,000.00	\$1,500.00	\$1,500.00
Utility Billing - Service Orders	\$2,000.00	\$1,000.00	\$1,000.00
Utility Billing - Services	\$3,000.00	\$1,500.00	\$1,500.00
Utility Billing - Standard	\$3,500.00	\$1,750.00	\$1,750.00
TOTAL:			\$67,000.00

Optional SaaS

Description	# Years	Annual Fee	One Time Fees		
			Impl. Hours	Impl. Cost	Data Conversion

Productivity:

Tyler Notify	1	\$18,200.00	0	\$0.00	\$0.00
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Optional Tyler Software & Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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Additional:

GL Budget Summary Balance by Period	\$0.00	0	\$0.00	\$4,500.00	\$4,500.00	\$0.00
Tyler System Management Services Contract	\$0.00	0	\$0.00	\$0.00	\$0.00	\$30,000.00
TOTAL:	\$0.00	0	\$0.00	\$4,500.00	\$4,500.00	\$30,000.00

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
Business Process Consulting - Accounts Payable	1	\$15,750.00	\$0.00	\$15,750.00
Business Process Consulting - Benefits Enrollment	1	\$5,250.00	\$0.00	\$5,250.00
Business Process Consulting - Budget	1	\$15,750.00	\$0.00	\$15,750.00
Business Process Consulting - Business Licenses	1	\$22,750.00	\$0.00	\$22,750.00
Business Process Consulting - Bid Management	1	\$10,500.00	\$0.00	\$10,500.00
Business Process Consulting - Contract Management	1	\$10,500.00	\$0.00	\$10,500.00
Business Process Consulting - Employee Expense Reimbursement	1	\$10,500.00	\$0.00	\$10,500.00
Business Process Consulting - Capital Assets	1	\$15,750.00	\$0.00	\$15,750.00
Business Process Consulting - General Billing	1	\$22,750.00	\$0.00	\$22,750.00
Business Process Consulting - General Ledger	1	\$15,750.00	\$0.00	\$15,750.00
Business Process Consulting - HR Management	1	\$28,000.00	\$0.00	\$28,000.00
Business Process Consulting - Inventory	1	\$15,750.00	\$0.00	\$15,750.00
Business Process Consulting - EnerGov LRM	1	\$29,750.00	\$0.00	\$29,750.00
Business Process Consulting - Miscellaneous Cash	1	\$10,500.00	\$0.00	\$10,500.00

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
Business Process Consulting - Project/Grant Accounting	1	\$22,750.00	\$0.00	\$22,750.00
Business Process Consulting - Munis Permits & Code Enforcement	1	\$31,500.00	\$0.00	\$31,500.00
Business Process Consulting - Purchasing & Requisitions	1	\$15,750.00	\$0.00	\$15,750.00
Business Process Consulting - Payroll	1	\$28,000.00	\$0.00	\$28,000.00
Business Process Consulting - Cash Management	1	\$15,750.00	\$0.00	\$15,750.00
Business Process Consulting - Utility Billing	1	\$28,000.00	\$0.00	\$28,000.00

TOTAL:**\$371,000.00****Optional Conversion Details (Prices Reflected Above)**

Description	Unit Price	Unit Discount	Extended Price
GL Budget Summary Balance by Pe	\$4,500.00	\$0.00	\$4,500.00

TOTAL:**\$4,500.00****Optional 3rd Party Hardware, Software and Services**

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Tyler Notify IVR Plan (25,000 Minutes)	1	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00
Tyler Notify SMS Text Plan (25,000 Messages)	1	\$1,250.00	\$0.00	\$1,250.00	\$0.00	\$0.00	\$0.00

3rd Party Software Sub-Total:

\$0.00

\$3,750.00

\$0.00

\$0.00

TOTAL:**\$3,750.00****\$0.00**

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:

Date:

Print Name:

P.O. #:

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
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Financials:

Accounting/GL	\$84,000.00	\$84,000.00	\$0.00	\$15,120.00	\$15,120.00	\$0.00
Bid Management	\$11,550.00	\$0.00	\$11,550.00	\$2,079.00	\$2,079.00	\$0.00
BMI Asset Track Interface	\$4,000.00	\$0.00	\$4,000.00	\$720.00	\$720.00	\$0.00
BMI CollectIT Interface	\$4,000.00	\$0.00	\$4,000.00	\$720.00	\$720.00	\$0.00
Capital Assets	\$25,400.00	\$25,400.00	\$0.00	\$4,572.00	\$4,572.00	\$0.00
Cash Management	\$17,850.00	\$0.00	\$17,850.00	\$3,213.00	\$3,213.00	\$0.00
Contract Management	\$11,550.00	\$0.00	\$11,550.00	\$2,079.00	\$2,079.00	\$0.00
Employee Expense Reimbursement	\$9,450.00	\$0.00	\$9,450.00	\$1,701.00	\$1,701.00	\$0.00
Inventory	\$25,400.00	\$25,400.00	\$0.00	\$4,572.00	\$4,572.00	\$0.00
Project & Grant Accounting	\$19,100.00	\$19,100.00	\$0.00	\$3,438.00	\$3,438.00	\$0.00
Purchasing	\$43,050.00	\$43,050.00	\$0.00	\$7,749.00	\$7,749.00	\$0.00

Payroll/HR:

ExecuTime Time & Attendance Import	\$5,145.00	\$0.00	\$5,145.00	\$1,029.00	\$1,029.00	\$0.00
ExecuTime Time & Attendance Mobile Access	\$5,075.00	\$0.00	\$5,075.00	\$1,015.00	\$1,015.00	\$0.00
ExecuTime Time & Attendance - Up to 1000 Employees	\$33,790.00	\$6,758.00	\$27,032.00	\$6,758.00	\$6,758.00	\$0.00
Human Resources & Talent Management	\$13,200.00	\$13,200.00	\$0.00	\$2,376.00	\$2,376.00	\$0.00
Payroll w/ESS	\$16,100.00	\$16,100.00	\$0.00	\$2,898.00	\$2,898.00	\$0.00
Recruiting	\$2,750.00	\$0.00	\$2,750.00	\$495.00	\$495.00	\$0.00

Revenue:

Accounts Receivable	\$22,000.00	\$22,000.00	\$0.00	\$3,960.00	\$3,960.00	\$0.00
Business License	\$21,800.00	\$21,800.00	\$0.00	\$3,924.00	\$3,924.00	\$0.00
Central Property File	\$2,750.00	\$0.00	\$2,750.00	\$688.00	\$688.00	\$0.00
General Billing	\$10,000.00	\$0.00	\$10,000.00	\$1,800.00	\$1,800.00	\$0.00
Maplink GIS Integration	\$16,500.00	\$0.00	\$16,500.00	\$2,970.00	\$2,970.00	\$0.00
Tyler Cashiering	\$32,000.00	\$0.00	\$32,000.00	\$5,760.00	\$5,760.00	\$0.00
UB Interface	\$8,250.00	\$0.00	\$8,250.00	\$1,485.00	\$1,485.00	\$0.00

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Utility Billing CIS	\$23,000.00	\$23,000.00	\$0.00	\$4,140.00	\$4,140.00	\$0.00
Productivity:						
Citizen Self Service	\$22,000.00	\$22,000.00	\$0.00	\$3,960.00	\$3,960.00	\$0.00
eProcurement	\$17,000.00	\$0.00	\$17,000.00	\$3,060.00	\$3,060.00	\$0.00
Munis Analytics & Reporting	\$80,600.00	\$80,600.00	\$0.00	\$14,508.00	\$14,508.00	\$0.00
Tyler Content Manager SE	\$30,000.00	\$0.00	\$30,000.00	\$5,400.00	\$5,400.00	\$0.00
Tyler ReadyForms Processing (including Common Form Set)	\$15,000.00	\$1,500.00	\$13,500.00	\$3,000.00	\$3,000.00	\$0.00
Additional:						
Asset Maintenance	\$189,000.00	\$64,260.00	\$124,740.00	\$22,500.00	\$22,500.00	\$0.00
CAFR Statement Builder	\$15,625.00	\$15,625.00	\$0.00	\$2,813.00	\$2,813.00	\$0.00
Eden Legacy Database Support	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00	\$0.00
EnerGovAdv Server Extensions Bundle	\$11,200.00	\$0.00	\$11,200.00	\$2,240.00	\$2,240.00	\$0.00
EnerGov Citizen Self Service - Community Development	\$21,000.00	\$0.00	\$21,000.00	\$4,200.00	\$4,200.00	\$0.00
EnerGov Content Management API	\$7,999.00	\$0.00	\$7,999.00	\$1,440.00	\$1,440.00	\$0.00
EnerGov e-Reviews	\$42,000.00	\$0.00	\$42,000.00	\$8,400.00	\$8,400.00	\$0.00
EnerGov iG Workforce Apps (20)	\$14,000.00	\$0.00	\$14,000.00	\$2,800.00	\$2,800.00	\$0.00
EnerGov Permitting and Land Management Suite - Site License	\$249,000.00	\$124,500.00	\$124,500.00	\$22,500.00	\$22,500.00	\$0.00
EnerGov Report Toolkit	\$3,500.00	\$0.00	\$3,500.00	\$700.00	\$700.00	\$0.00
Tyler 311/Incident Management	\$16,500.00	\$0.00	\$16,500.00	\$3,300.00	\$3,300.00	\$0.00
Tyler Disaster Recovery Service	\$0.00	\$0.00	\$0.00	\$30,000.00	\$30,000.00	\$0.00
Tyler GIS - Site License	\$24,500.00	\$0.00	\$24,500.00	\$4,900.00	\$4,900.00	\$0.00
TOTAL:	\$1,226,634.00	\$608,293.00	\$618,341.00	\$225,982.00	\$225,982.00	\$0.00

Comments

Tyler's OSDBA Service/Tyler System Management Services is calculated at 25% of the Munis annual maintenance. There is a \$2,500 minimum annual fee.

Tyler's Disaster Recovery Service is calculated at 25% of the Munis annual maintenance. There is a \$5,000 minimum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live Munis database and excludes all test and training databases.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers.

Payroll library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Business license library includes: 1 business license and 1 renewal application.

Comments

Includes digitizing two signatures, additional charges will apply for additional signatures.

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

The Tyler Software Product Tyler ReadyForms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: Licensee fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.

EnerGov's e-Reviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users. Further pricing detail is available by contacting Bluebeam at <https://www.bluebeam.com/solutions/studio-prime>

Community Development Forms Library Includes: 1 Permits - Building, 1 Permits - Trade, 1 Planning - Certificate, 1 Permits - Occupancy/Completion, 1 Code - Violation Notice.

Tyler Notify SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either part at least thirty (30) days prior to the end of the then-current term.

Accounting/GL includes Accounts Payable and Budgeting.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

Utility billing library includes: 1 Utility bill, 1 UB receipt, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

Asset Maintenance conversion prices are based on a single occurrence of the Hansen Asset Management System / database.

Tyler is committed to working with the City of Kennewick on developing an integration with OnBase to the extent possible.



Schedule 1

"Migration Modules"

- Cash Register Interface Support
- Data Dictionaries Support
- Financials Support
- Fixed Assets Support
- Handhelds Support
- Human Resources Support
- Interface Support
- Inventory Support
- Menu Support
- Payroll Support
- Parcels w/ Permits Support
- Project Accounting Support
- Tyler Output Processing Support
- Tyler Output Processing Support
- Utility Billing Support
- Permits & Inspections Support Web
- Utility Billing Support Web
- GASB Support
- Tyler Payments - Hosting Fee



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced by Tyler as set forth in Exhibit A, Investment Summary:

- a. 25% on the Effective Date;
- b. 50% on the date the applicable Tyler Software is made available to the City for downloading (the "Available Download Date"); and
- c. 25% by Phase*, on the earlier of Final Acceptance for the Phase as defined in Section D (8.4) of the Agreement or ninety (90) days following the phase start date as indicated in Exhibit E: Statement of Work as of the Effective Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived for one (1) year from the phase* start date as indicated in Exhibit E: Statement of Work as of the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on the first anniversary of the phase start date as indicated in Exhibit E: Statement of Work as of the Effective Date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Tyler will work with the City where feasible to align the renewal of ongoing maintenance and support fees to a single maintenance renewal date. Your fees for each subsequent year will be set at our then-current rates. The foregoing notwithstanding, year-over-year increases in fees for years two through five shall not exceed the following caps:

Year 2: 5% over the amounts listed in the Investment Summary for Year 1 Maintenance fees before discount.

Year 3: 5%

Year 4: 5%

Year 5: 5%

* Phase live dates for modules are listed in the Statement of Work. For the purposes of this provision, the earlier phase will be used for any module designated in multiple phases, and cross-phase applications will be considered as Phase 1.

2. Professional Services.

- 2.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary. Notwithstanding anything seemingly to the contrary in the Agreement, Tyler shall, by phase, withhold billing and invoicing an amount equal to ten percent (10%) of the fee for each implementation day delivered until the earlier of (i) Final Acceptance by the City of the applicable Phases or (ii) ninety (90) days following the live date of the applicable Phase as indicated in Exhibit E: Statement of Work as of the Effective Date. In the event the go-live date of a phase is delayed due to Tyler's failure to perform its obligations pursuant to this Agreement, the City may delay the payment of withheld fees due under this Section 2.1 an amount of time equal to the delay so caused by Tyler.
- 2.2 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
- 2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.
- 2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%

Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Other Services and Fees.

3.1 *Disaster Recovery Services*: Disaster Recovery Services are invoiced annually in advance upon our receipt of your data. Disaster Recovery services will renew automatically for additional one (1) year terms at our then-current Disaster Recovery fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

4. Third Party Products.

4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Travel expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy. Amounts for travel expenses shall not exceed the price quoted for travel expenses in Exhibit A. Should City later add additional software or services that require additional travel expenses to be incurred, the not-to-exceed price for travel expenses shall increase accordingly. Tyler will provide the City with reasonable documentation of all expenses charged to the City under this Exhibit. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts over \$25 for non-per diem items are required. Tyler reserves the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Migration Modules. City will receive a credit for the maintenance and support fees prepaid for the Migration Modules for the time period commencing on the first anniversary of the Effective Date of this Agreement. Migration Modules are listed at Exhibit A, Schedule 1.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104



ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

☐ Breakfast	15%
☐ Lunch	25%
☐ Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term for the respective Tyler Software commences on the phase[†] start date for the Tyler Software as indicated in Exhibit E: Statement of Work as of the Effective Date., and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our

[†] Phase live dates for modules are listed in the Statement of Work. For the purposes of this provision, the earlier phase will be used for any module designated in multiple phases, and cross-phase applications will be considered as Phase 1.

then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.
8. Support of Migration Modules. Upon the first anniversary of the Effective Date and Client's timely payment of annual maintenance and support fees for Tyler Evergreen Modules, Client is entitled to receive, at no additional charge, maintenance and support for the Migration Modules until Tyler makes the Tyler Evergreen Modules available for use in live production.



Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
DocOrigin End User License Agreement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY **OF SOFTWARE LTD.** AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

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By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. LICENSE TERMS

- 1.1** In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by OF Software Ltd., designed to provide unlocked access to the Software and its functionality.
- 1.2** **Evaluation License.** Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that OF Software Ltd. will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.
- 1.3** **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to download and install a copy of the Software from www.docorigin.com on a single machine and

use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

- 1.4 Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by OF Software, the default license to the Software is a per-CPU license as described in A. below:
- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer.
 - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
 - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
- 1.7 Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

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Last Updated: [July 18 2013]



Exhibit E
Statement of Work

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Statement of Work

Tyler Technologies

Prepared for:

City of Kennewick
PO Box 6108, Kennewick, WA 99336

Prepared by:

Jason Cloutier
One Tyler Drive, Yarmouth, ME 04096
Tyler Technologies, Inc.
www.tylertech.com

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1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer City of Kennewick the opportunity to make the City more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the City's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
ExecuTime	Time & Attendance
Tyler Content Manager	Document Management
Munis	Financial Management
Munis	Procurement
Munis	Tyler Reporting Services
Munis	Asset Maintenance
Munis	Accounts Receivable and Collections
Munis	Business Licenses
Munis	Utility Billing
Munis	Human Capital Management
Munis	CAFR Reporting
EnerGov	Permitting & Land Management
EnerGov	eReviews
EnerGov	iG Workforce

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. The preliminary timeline is shown below and will be fully developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

Phase	Functional Areas	Modules	Projected Start Date	Projected Go-Live Date
1	Financials	• Accounting General Ledger • Bid Management • BMI Asset Track Interface • BMI CollectIT Interface • Cash Management • Project & Grant Accounting • Purchasing • Contract Management • Inventory • Capital Assets • Accounts Receivable • General Billing • Tyler Cashiering	Aug 2019	May 2020
	Productivity	• Munis Analytics & Reporting • Tyler ReadyForms Processing (including Common Form Set) • Tyler Content Manager SE • eProcurement		
	Additional	• CAFR Statement Builder • Accounting - Actuals up to 7 years • Accounting - Budgets up to 7 years • Accounts Payable - Checks up to 7 years • Accounts Payable - Invoice up to 7 years • Eden Legacy Database Support • GL Actual Summary Balance by Period • Project and Grant - Actuals up to 7 years • Project and Grant - Budgets up to 7 years • Tyler Disaster Recovery Service		
	Other Services	• Install Fee - New Server Install-WIN • Tyler ReadyForms Processing Configuration • Tyler Graphing Agent - Flat Fee		
	3rd Party Hardware, Software and Services	• Tyler Secure Signature System with 2 Keys • Cash Drawer • Hand Held Scanner - Model 1900GSR • Hand Held Scanner Stand • ID Tech MiniMag USB Reader		

Phase	Functional Areas	Modules	Projected Start Date	Projected Go-Live Date
		• Printer (TM-S9000)		
	Conversions	• Accounting - Actuals up to 7 years • Accounting - Budgets up to 7 years • Accounting Standard COA • Accounts Payable - Checks up to 7 years • Accounts Payable - Invoice up to 7 years • Accounts Payable Standard Master • Capital Assets Std Master • GL Actual Summary Balance by Period • Inventory Std Master • Project and Grant - Actuals up to 7 years • Project and Grant - Budgets up to 7 years • Project Grant Accounting Standard • Purchasing - Purchase Orders - Standard Open PO's only • General Billing - Bills up to 5 years • General Billing - Recurring Invoices • General Billing Std CID		
2	EnerGov	• EnerGovAdv Server Extensions Bundle • EnerGov Citizen Self Service – Community Development • EnerGov Community Development • EnerGov Content Management API • EnerGov e-Reviews • EnerGov Report Toolkit • EnerGov iG Workforce Apps • EnerGov Permitting & Land Management Suite • Tyler GIS • Tyler 311 / Incident Management	Jan 2020	Jan 2021
	Other Services	• Business Process Consulting - EnerGov PLM • EnerGov Community Development Forms Library (5 Forms) • EnerGov Intelligent Objects Automation		
	Conversions	• EnerGov Community Development		

Phase	Functional Areas	Modules	Projected Start Date	Projected Go-Live Date
3	Human Capital Management	• Payroll w/Employee Self Service • Human Resources & Talent Management • Recruiting • Employee Expense Reimbursement • ExecuTime Time & Attendance Import • ExecuTime Time & Attendance Mobile Access • ExecuTime Time & Attendance – Up to 1000 Employees	Jul 2020	Apr 2021
	Conversions	• Payroll - Accrual Balances • Payroll - Accumulators up to 5 years • Payroll – Certifications • Payroll - Check History up to 5 years • Payroll – Deductions • Payroll - Earning/Deduction Hist up to 5 years • Payroll – Education • Payroll - PM Action History up to 5 years • Payroll - Position Control • Payroll – Recruiting • Payroll – Standard Payroll - State Retirement Tables		
4	Work Orders	• Asset Maintenance	Nov 2020	Aug 2021
	Conversions	• Asset Maintenance - Closed Work Order History With Cost Data • Asset Maintenance - Work Order Asset • Asset Maintenance - Work Order History With Cost Data		
	Other Services	• Business Process Consulting - Asset Maintenance		
5	Revenue	• Business License • Central Property File • Maplink GIS Integration • UB Interface • Utility Billing CIS	Mar 2021	Dec 2021
	Productivity	• Citizen Self Service		

Phase	Functional Areas	Modules	Projected Start Date	Projected Go-Live Date
	Conversions	• Business License - Bills up to 5 years • Business License Std Master • Utility Billing – Assessments • Utility Billing – Backflow • Utility Billing - Balance Forward AR • Utility Billing - Consumption History up to 5 years • Utility Billing - Service Orders • Utility Billing – Services • Utility Billing - Standard		
ALL	Other Services	• 50% of Dedicated Project Manager (Monthly) – 30 Months • Additional Hours to Meet Not To Exceed Contract Requirement(Only billed if used) – 256 Hours		

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute’s (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City’s complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The recommended governance resources below illustrates an overall team perspective where Tyler and the City collaborate to resolve project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City steering committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

Depending on the City's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The City's project manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The City project manager(s) will be responsible for reporting to the City Steering Committee and determining appropriate escalation points. The Project Manager or designee will:

- Be the primary point of contact with Tyler.
- Direct the City's Implementation teams to ensure the project goals and objectives are met on time and within budget.
- Manage all aspects of the project including project planning, schedule, communication, scope, budget, risk tracking, issue resolution, change control and other functions needed for the successful completion of the project / project phase.
- Ensure Interests of the key project stakeholders are represented throughout the duration of the project / project phase.

- Identify risks, including the potential for scope creep. Develop timely, specific and detailed mitigation strategies. Escalate risks to the ERP Steering Team or Executive Sponsors as needed.
- Partner with the Project Core team to Implement the mitigation strategies.
- Update the ERP Steering Committee and Executive Sponsors on all project progress, decisions, issues and achievement of project milestones and associated payments to Tyler.
- Identify areas for organizational change management, with the approval of the ERP Steering Committee and Executive Sponsors.

2.1.2 Steering Committee

The City Steering Committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. The Steering Committee will:

- Oversee the City project manager(s) and the Project and through participation in regular internal meetings
- Ensure the Steering Committee remains updated on all project progress, project decisions, and achievement of project milestones.
- Provide support to the City project manager(s) by communicating the importance of the Project to all impacted departments.
- Ensure the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions.
- Serve as primary level of issue resolution for the Project.
- Review, approve and support strategies for organizational change management including communication to the organization.
- Resolve Issues escalated from the City Project Core Team for standard business functions.

2.1.3 Executive Sponsor(s)

The City's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point

of contact with the City. As requested by the City, the Tyler Project Manager(s) provide regular updates to the City's Steering Committee and other Tyler governance members. The Tyler Project Manager will:

- Direct Tyler's Implementation teams to ensure the project goals and objectives are met on time and within budget
- As a partner to the City Project Manager, manage all aspects of the project including project planning, schedule, communication, scope, budget, risk tracking, issue resolution, change control and other functions needed for the successful completion of the project I project phase for Tyler deliverables
- Identify risks, including the potential for scope creep. Work with City to develop mitigation strategies. Escalate risks to the City Project Manager, ERP Steering Team or Executive Sponsors as needed. Partner with the City Project Manager to monitor the project.
- As requested, update the ERP Steering Committee and Executive Sponsors on all project progress, decisions, issues and achievement of project milestones and associated payments to Tyler.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler project manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler project manager(s) or with the City management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery.

The parties acknowledge that the Agreement has specific, and controlling, provisions related to matters such as the completion and acceptance of Phases and payments to Tyler. To the extent not in conflict with the Agreement, the following processes will be used for accepting or acknowledging Deliverables and Control Points.

The City shall have fifteen (15) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance within fifteen (15) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

If the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler Project Manager(s), in writing, with reasoning within fifteen (15) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.

Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have five (5) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

Acceptance of the Deliverable or Control Point must be initiated from either the City Project Manager or City Executive Sponsor. Notification, acknowledgement or other communication from a Subject Matter Expert (SME) or other Project Team member will not suffice as authoritative approval on Deliverables or Control Points.

When possible to ensure an efficient response process, Tyler Project Manager will notify the City Project Manager of an upcoming Deliverable or Control Point to allow the City Project Manager adequate time to align resources for review, effectively use the review timeline window, or other mutually agreed upon response timelines.

Acknowledgement of receiving a Deliverable or Control Point does not commit the City to approval of a Deliverable or Control Point. Acknowledgement only confirm that the City has received the notice and has the fifteen (15) business days ,or other mutually agreed upon response times, to accept or provide non-acceptance reasoning.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The City has the ability to allocate additional internal resources if needed. The City also ensures the alignment of their budget and Scope expectations.
- The City and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and City provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the City project manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- City users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The City is responsible for making decisions based on the options available.
- In the event the City may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the City's responsibility to define, document, and implement.
- The City makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.

- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The City is readily able to produce the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The City understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the City may need to correct data scenarios in the Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the City to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.
- The City will be allowed to convert data from different database sources provided there is only a single database source for each module conversion line item.
- Parent/child relationship data for parcels will be included in the conversion.

3.3 Data Exchanges, Modifications, Forms and Reports

- The City ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler standard Data Exchange tools may not be available.
- The City is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.

3.4 Hardware and Software

- Tyler will initially install the most current generally available version of the purchased Tyler software.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler project staff.
- The City's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the City does not meet minimum standards of Tyler's published specifications.

Deployment Activity	Tyler	Client
Discuss installation time frame and customer needs	Lead	Assist
Determine database configuration and specification	Lead	Assist
Determine overall server configuration and specification	Lead	Assist
Provide server recommendation diagram and consultation. Includes: Server sizing, Required Software Components, Network Configuration (including SSL certificates), and Active Directory Account creation	Lead	
Obtain hardware quote from vendor	Assist	Lead
Provide quote for review and approval	Assist	Lead
Confirm hardware is configured and brought pre-determined level. O/S at necessary update level and SAN has appropriate LUNs and RAID arrangement.	Assist	Lead

3.5 Education

- Throughout the Project lifecycle, the City provides a training room for Tyler staff to transfer knowledge to the City's resources, for both onsite and remote sessions. The City will provide staff with a location to practice what they have learned without distraction.
- The training room is set up in a classroom setting. The City determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The City provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City provided projector, allowing all attendees the ability to actively engage in the training session.

- The City testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.
- The City is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT.

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.

As stated in Section 1.2: Project Timeline, there are currently two phases identified that may be altered once full project planning has taken place under Initiate and Plan.

Each of the Phases will begin with Stage 1: Initiate and Plan at the end of which, the project plan for the entire Phase will be defined and delivered. Stages 2 through 5 will be iterative for each module as well as issue correction. This iterative approach will allow modules to be configured and tested while other modules are being defined. Stage 6 will occur at the end of each Phase. Each module will have a Control Point and each Stage will end with a Control Point, confirming deliverables and work performed.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of City and Tyler Project Management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. City participation in gathering information is critical. Tyler Project Management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns project manager(s). Tyler provides the City with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. City participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler project manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City to establish the date(s) for the Project/Phase Planning session and the Project kick-off meeting to be held onsite at the City. At least ten (10) days in advance of the kick off meeting, the Tyler Project Manager will deliver a detailed agenda for the kick off for approval by the City Project Manager.

Outcomes/Deliverables:

- Kick off meeting detailed agenda
- Project kick off meeting, planned, scheduled and completed
- Detailed meeting agenda and meeting minutes
- Updated implementation approach and initial issues/risk log generated

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning														
	TYLER								CLIENT						
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users
Assign Tyler project manager	A	R	I						I			I			
Provide initial Project documents to Client	A	I	R						C			I			
Sales to Implementation knowledge transfer	A	I	R						C						

Internal planning and phase coordination		A	R					C												
--	--	---	---	--	--	--	--	---	--	--	--	--	--	--	--	--	--	--	--	--

4.2.2 System Infrastructure Planning

The City provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the City's site. The City and Tyler will complete the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

Outcomes/Deliverables

- System infrastructure audit complete and approved by both City and Tyler Project Managers
- Necessary hardware installed by the City and ready for Tyler initial implementation

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler project manager(s) deliver an Implementation Management Plan, which is mutually agreeable by City and Tyler.

Outcome/Deliverable:

- System Implementation Management Plan by Tyler and approved by both City and Tyler Project Managers
- Change Control template to be used, approved by both City and Tyler Project Managers

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project Schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined. The detailed project schedule/plan will identify a comprehensive list of tasks, timelines and resource assignments associated with each known Project deliverable. The Project Schedule will be adjusted, as needed, by Tyler and City Project Managers during the implementation, with prior approval of the ERP Steering Committee or Executive Sponsors.

Outcomes/Deliverables:

- Initial Project Schedule
- Detailed Project Schedule (per Phase) and overall Project Schedule
- Detailed Project GANTT chart

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project Schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

City stakeholders join Tyler project manager(s) to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

Outcome/Deliverables:

- Project Mission statement, goals and vision presentation
- Communications Plan identifying channels of communication and escalation procedures

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
		A	R	I					I	I	I	C	I	I	I	I		I	I	
			I							R	C	A	C	I	I	C	I	I		
Present overview of Project Deliverables, Project Schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
 - Objective: Update and deliver baseline management plans to reflect the approach to the City's Project.
 - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
 - Acceptance criteria: City reviews and acknowledges receipt of Implementation Management Plan.
- Project Plan/Schedule
 - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
 - Scope: Task list, assignments and due dates
 - Acceptance criteria: City acceptance of schedule based on City resource availability and Project budget and goals.

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed by the City and reviewed by Tyler
- System infrastructure audit complete and verified by Tyler
- Implementation Management Plan delivered and accepted by the City
- Project Plan/Schedule delivered; dates confirmed and accepted by the City
- Stakeholder Presentation complete and communication escalation plan approved by the City.

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current City business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City collaboration. The City shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

This Stage includes Business Process Consulting services as identified in Exhibit A: Investment Summary (e.g. Asset Maintenance, Planning/Land Management, etc.)

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

Outcomes/Deliverables:

- The City Project Core Team and Power Users have a solid understanding of the fundamentals of the Tyler software modules being implemented in each Phase.
- Tyler provides the required initial user manuals for the Tyler software so that Power Users can continue self-training in the test environment.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Assess & Define																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	

Complete fundamentals materials review and prerequisites			I									A	R		I				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

4.3.2 Current/Future State Analysis

City and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

As stated in section 4.3 this Stage includes Business Process Consulting services as identified in Exhibit A: Investment Summary (e.g. Asset Maintenance, Planning/Land Management, etc.).

The City and Tyler will evaluate current state/condition processes, options within the Tyler software, pros and cons of each options, best practices and desired state/condition and make decisions about future state/condition configurations and processing for each Phase of the Project.

As part of the Business Process Consulting engagement Tyler will:

- Interview City defined business users (as assigned by the City Leadership) in order to understand current requirements versus business processes, current practices, procedures and policies to understand the As-Is environment of the City.
- As required, involve cross functional teams to review and plan current and future business processes.
- Identify integration touch points with City applications and within the Tyler System as needed
- Identify and recommend best practices and standards to improve the City's operation as a whole.
- Evaluate the information collected and develop recommendations for the usage and Implementation of the Tyler software
- Create custom desktop training materials based on To-Be processes. Tyler will make an additional pass on the desktop documents to update them as needed based on the v2019.3 release.

As part of the engagement the City Project Team will:

- Work cooperatively with Tyler resources throughout the engagement
- Identify business process changes and policy impacts of decisions
- Identify control points for system security and auditing
- Identify potential change management issues and provide resolution recommendations

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the City, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the City's Legacy System Applications to the Tyler system. Tyler staff and the City work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

Outcomes and Deliverables:

- Tyler and the City have a thorough understanding of the data exchange interface points and agree on these as part of the implementation scope.
- The conversion process assumes a single source of data being submitted by the City per module, and unlimited available passes until proofed
- Data mapping document identifying the fields and formats required in the extraction and conversion
- Extraction from legacy system by City resource and migration of extracted data into Tyler system by Tyler resource
- Reconciled extraction with all issues corrected and extract approved by both parties.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		

Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.4 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler's responsibility to ensure the Tyler programs operate correctly. It is the City's responsibility to ensure the third party program operates or accesses the data correctly.

The City and Tyler project manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

Outcomes and Deliverables:

- Tyler and the City have a thorough understanding of the data exchange interface points and agree on these as part of the implementation scope.
- File layout and functional document identifying the fields and formats required in the extraction and exchange
- Extraction from the City's Legacy Eden system by City resource and migration of extracted data into Tyler system
- Extraction from the City's Legacy Hansen system by City resource and migration of extracted data into Tyler Asset Maintenance system
- Reconciled extraction with all issues corrected and extract approved by both parties.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard 3 rd Party Data Exchange Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
			A	R								C	I		I			C		
			I	C								A	C		C			R		

4.3.5 Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The City reviews the specifications and confirms they meet City's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's intention is to minimize Modifications by using Standard functionality within the Application, which may require a City business process change. It is the responsibility of the City to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for City approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the City will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Modification Analysis & Specification, if contracted																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted modified program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

4.3.6 Forms & Reports Planning

City and Tyler project manager(s) review Forms and Report needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either City-developed Reports or a newly discovered Modification that will require a Change Request.

Tyler will provide the City detailed specifications for the custom forms and reports that are in the scope. If both parties agree to in writing, the additional forms and reports identified are not within the scope of the project, Tyler will provide the City a document identifying the detailed specifications as well as the estimated level of effort by Tyler to implement the. additional forms and reports. If approved, the additional forms/reports may be implemented using the additional implementation days as set forth in Exhibit A: Investment Summary. If the additional forms and reports cannot be delivered using the additional Implementation days, a Change Order will be considered by the City.

Outcomes/Deliverables:

- Tyler provides comprehensive documentation on approved custom forms and reports to meet the City's specific business needs. The documentation will include the data model tables and technical specifications required for the form.
- Tyler will test the form/report for completeness and accuracy and provide the City with test scripts and results for review and approval
- The City will test the form/report for completeness and accuracy prior to approval and will provide corrective action required in the case of Issues.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Forms & Reports Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
			A	R									C	I	C			I		
			I			I						A	R		C					
Review required Forms output																				
Review and complete Forms options and submit to Tyler																				

Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule		A	R	I		C						C	I		I			I		

4.3.7 System Deployment

The Tyler Technical Services team Installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected. Tyler will provide the necessary training to City IT staff to perform standard system administration activities.

During each Phase, Tyler will begin system deployment by focusing on key functionality required in the Tyler system to support the Phase. Tyler and the City will work in partnership to configure the software to meet City requirements and business needs based upon Information relayed during the Business Process Change (BPC) process. Tyler will provide initial testing script to the City with modifications indicated in TO-BE configuration to show that the system deployment, though not fully tested, is available for City testing.

Outcomes/Deliverables:

- Software installed and initial deployment testing complete
- Initial Test scripts documented and submitted to the City for review and approval

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	System Deployment																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
 - Objective: Gather and document information related to City business processes for current/future state analysis as it relates to Tyler approach/solution.
 - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
 - Acceptance criteria: City acceptance of completed Questionnaire based on thoroughness of capturing all City business practices to be achieved through Tyler solution.
 - The City's executive team will review and approve the business practices and process changes to be implemented. This will be the basis for acceptance.
- Data conversion summary and specification documents
 - Objective: Define data conversion approach and strategy.
 - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
 - Acceptance criteria: Data conversion document(s) delivered to the City, reflecting complete and accurate conversion decisions.
- Modification specification documents, if contracted
 - Objective: Provide comprehensive outline of identified gaps, and how the modified program meets the City's needs.
 - Scope: Design solution for Modification.
 - Acceptance criteria: City accepts Modified Specification Document(s) and agrees that the proposed solution meets their requirements.
- Completed Forms options and/or packages
 - Objective: Provide specifications for each City in Scope form, Report and output requirements.
 - Scope: Complete Forms package(s) included in agreement and identify Report needs.
 - Acceptance criteria: Identify Forms choices and receive supporting documentation.
- Installation checklist
 - Objective: Installation of purchased Tyler software.
 - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the City is hosted.
 - Acceptance criteria: Tyler software is successfully installed and available to authorized users, City team members are trained on applicable system administration tasks.

4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed.

- Fundamentals review is complete.
- Required Form information complete and provided to Tyler.
- Current/Future state analysis completed; Questionnaires delivered and reviewed.
- City's Executive team review and approval of future state/condition analysis and security components.
- Data conversion mapping and extractions completed and provided to Tyler.
- Installation is complete and verified by Tyler.
- System Administration testing is complete.

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the City's needs identified during the Assess and Define Stage, preparing the City for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the City Power Users to prepare them for the Validation of the software. The City collaborates with Tyler staff iteratively to Validate software configuration.

Outcomes/Deliverables:

- Software configuration completed and documented. Documentation provided to the City.
- Validation testing Is defined and documented for Power Users.
- Power Users are trained on how to test, document and validate results
- Validation testing Is completed and results agreed upon and/or issues documented for resolution

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Build & Validate																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the City, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the City reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the City to address conversion discrepancies prior to acceptance.

Outcomes/Deliverables:

- Tyler completes/participates in conversion of data files and documents results
- Tyler analyzes results and provides recommendations and solutions to the City
- Conversion validation testing is completed by the City and results agreed upon and/or issues documented for resolution

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Data Conversion & Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R													C		
Complete initial review of data errors		A	I	C	R							I	I					C		
Review data conversion and submit needed corrections			I	C	I							A	C		R			C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C			C		

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the City tests each Data Exchange.

Outcomes/Deliverables:

- Tyler completes/participates in training City staff for required data exchange
- The City completes 3rc1 party file mapping and conversion with support from Tyler as required
- Tyler provides recommendations and solutions to the City
- Data Exchange validation testing is completed by the City and results agreed upon and/or issues documented for resolution

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3 rd Party Data Exchange Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3 rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) to the City for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

Outcomes/Deliverables:

- Tyler delivers required functionality for review
- Tyler tests the delivered modification functionality and provides results to the City of results and issues
- Tyler provides recommendations on any additional adjustments required for the functionality to work as defined
- Tyler provides documentation and training on how to test the modification/customization
- Modification validation testing is completed by the City and results agreed upon and/or issues documented for resolution

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Modification Delivery & Validation, if contracted																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted modified program(s)		A	I	C	I		R					I	C	I	C			I		C
Test contracted modified program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted modified program(s)			I	I			I					A	R		C			C		
Make corrections to contracted modified program(s) as required		A	I	C	I		R					I	C		C			I		

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the City tests each Standard Form/Report.

Outcomes/Deliverables:

- Tyler delivers the required functionality for review
- Tyler trains the City on the form/reports functionality. In certain mutually agreed upon Forms, Tyler will configure the form.
- Report identification completed by the City, documented on what report or form will be used in business processes and audience of report/form
- The City will validate the reports and/or forms are displaying and printing in the correct format/standards template and that data is correct.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3				Forms & Reports Validation																																								
				TYLER								CLIENT																																
TASKS				Tyler Executive Manager		Tyler Implementation Manager		Tyler Project Manager	A	R	Tyler Implementation Consultant		Tyler Data Conversion Experts		Tyler Forms & Reports Experts		Tyler Modification Programmers		Tyler Technical Support		Tyler Sales		Client Executive Sponsor		Client Steering Committee	I	C	Client Functional Leads		Client Change Management Leads	R	Client Power Users		Client Department Heads		Client End Users		Client Technical Leads	C		Client Project Toolset Coordinator		Client Upgrade Coordinator	
Standard Forms & Report training																																												
Test Standard Forms & Reports								I	C		C															A	C																	

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
 - Objective: Convert Legacy System data into Tyler system.
 - Scope: Data conversion program complete; deliver converted data for review.
 - Acceptance criteria: Initial error log available for review.
- Data conversion verification document
 - Objective: Provide instructions to the City to verify converted data for accuracy.
 - Scope: Provide self-guided instructions to verify specific data components in Tyler system.
 - Acceptance criteria: City accepts data conversion delivery; City completes data issues log.
- Installation of Modifications on the City's server(s) *except for hosted Clients
 - Objective: Deliver Modification(s) in Tyler software.
 - Scope: Program for Modification is complete and available in Tyler software, Modification testing.
 - Acceptance criteria: Delivery of Modification(s) results in objectives described in the City-signed specification.
- Standard Forms & Reports Delivered
 - Objective: Provide Standard Forms & Reports for review.
 - Scope: Installation of all Standard Forms & Reports included in the Agreement.
 - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4.

4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed.
- Standard Forms & Reports delivered and available for testing in Stage 4.
- Data conversions (except final pass) delivered.
- Standard 3rd party Data Exchange training provided.
- Modifications delivered and available for testing in Stage 4.
- The City and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the City review the final Cutover plan. A critical Project success factor is the City understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

City and Tyler project manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the City for success.

Output/Deliverable:

- Cut Over Check List, including Go-live Communication Plan and Support Transition Plan

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STAGE 4	Cutover Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C							I	C	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

4.5.2 User Acceptance Testing (UAT)

The City performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

Outcomes/Deliverables:

- Tyler delivers Initial test plan, works with City on revised test plans to include customizations as needed
- The City completes User Acceptance Testing validating data, reports, work flow, printing, etc.

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STAGE 4	User Acceptance Testing (UAT)																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept modified program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day City processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. City users who attended the Tyler sessions may train any City users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

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STAGE 4	End User Training																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
 - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
 - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing.
 - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates.
- User Acceptance Test Plan
 - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
 - Scope: Testing steps for Standard business processes, workflows, templates, reports, forms, etc.
 - Acceptance criteria: Testing steps have been provided for Standard business processes, workflows, templates, reports, forms, etc. and aligned for successful testing completion/resolution.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed.
- Modification(s) tested and accepted, if applicable.
- Standard 3rd party Data Exchange programs tested and accepted.
- Standard Forms & Reports tested and accepted.
- User acceptance testing completed.
- End User training completed.
- Training materials updated and provided

Preliminary Go-No Go decision for Cut-Over based upon testing, training and communication completion.

4.6 Production Cutover (Stage 5)

City and Tyler resources complete tasks as outlined in the Production Cutover Plan and the City begins processing day-to-day business transactions in the Tyler software. Following Production Cutover, the City transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The City may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

Outcomes/Deliverables:

- Implementation Check list is completed by the appropriate resources as defined
- The City begins processing in the Tyler system {with or without duplicate system}
- The City makes a go/no go decision

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STAGE 5	Final Data Conversion, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the City during Production Cutover activities. The City transitions to Tyler software for day-to day business processing.

Outcomes/Deliverables

- Implementation Check list and Support tasks are completed by the appropriate resources as defined
- Implementation Support is available for production issues, additional training (as required) and the City understands day-to-day business processing in the Tyler System

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STAGE 5	Production Processing & Assistance																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						—	—	A	R	R	R	R	R	R	—	—
Provide production assistance			A	R				C				—	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

Tyler project manager(s) introduce the City to the Tyler Support team, who provides the City with day-to-day assistance following Production Cutover.

Deliverables/Outcomes:

- Initial Support Plan is revised to Support Plan agreed upon by all parties
- The City is trained on correct escalation processes and procedures and is communicated as per the Implementation Communication Plan

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STAGE 5	Transition to Tyler Support																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler project manager(s) collaborate with City project manager(s) to identify needs.

Outcomes/Deliverables

- Post-Production services are planned, delivered, tested and approved for implementation per agreed upon plan and dates communicated as per Post-Production Implementation Plan

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Schedule Post-Production Services, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
 - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
 - Scope: Final passes of all conversions completed in this Phase.
 - Acceptance criteria: Data is validated as accurate and available in production environment.
- Support transition documents
 - Objective: Define strategy for on-going Tyler support.
 - Scope: Define support strategy for day-to-day processing, conference call with City Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support.
 - Acceptance criteria: the City receives training and tools to contact support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered.
- Processing is being done in Tyler production.
- Transition to Tyler support is completed.
- Post-live services have been scheduled, if applicable.

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The City moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The City and Tyler project manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler project manager(s) review the Project budget and status of each contract Deliverable with the City project manager(s) prior to closing the Phase or Project.

Outcomes/Deliverables:

- Project Issue log review and resolutions documented and agreed upon
- Go-live Checklist is completed
- Lessons Learned meeting conducted with recommendations for improvement or adjustment (if Phase related) and/or Closure recommendation (Phase or Project)

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan	A	R	C									C	C	I	C	I		C		
Review Project budget and status of contract Deliverables	A	R								I	I	C								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
 - Objective: Provide comparison of contract Scope and Project budget.
 - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
 - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed, go-live checklist complete.

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned.
- Phase/final Project budget has been reconciled.
- Tyler Deliverables for the Phase/Project are complete.

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns project manager(s) prior to the start of each Phase of the Project. The project manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy.
- Authorizes required project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions.
- Acts as the counterpart to the City's executive sponsor.

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the City steering committee.
- Assigns initial Tyler project personnel.
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process.
- Attends City steering committee meetings as necessary.
- Provides support for the project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
 - Validates contract compliance throughout the Project.
 - Ensures Deliverables meet contract requirements.
 - Acts as primary point of contact for all contract and invoicing questions.
 - Prepares and presents contract milestone sign-offs for acceptance by City project manager(s).
 - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

- Planning
 - Update and deliver Implementation Management Plan.
 - Defines project tasks and resource requirements.
 - Develops initial project schedule and full scale Project Plan.
 - Collaborates with City project manager(s) to plan and schedule project timelines to achieve on-time implementation.
- Implementation Management
 - Tightly manages Scope and budget of Project; establishes process and approval matrix with the City to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
 - Establishes and manages a schedule and resource plan that properly supports the Project Plan that is also in balance with Scope/budget.
 - Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City any items that may impact the outcomes of the Project.
 - Collaborates with the City's project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
 - Sets a routine communication plan that will aide all project team members, of both the City and Tyler, in understanding the goals, objectives, current status and health of the project.
- Team Management
 - Acts as liaison between project team and Tyler manager(s).
 - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
 - Provides direction and support to project team.
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
 - Assesses team performance and adjusts as necessary.
 - Interfaces closely with Tyler developers to coordinate program Modification activities.
 - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions.
- Documents activities for on site services performed by Tyler.
- Provides conversion Validation and error resolution assistance.
- Recommends guidance for testing Forms and Reports.
- Tests software functionality with the City following configuration.

- Assists during Production Cutover process and provides production support until the City transitions to Tyler Support.
- Provides product related education.
- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

5.1.5 Tyler Sales

- Provide sales background information to Implementation during Project initiation.
- Support Sales transition to Implementation.
- Provide historical information, as needed, throughout implementation.

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal.
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system.
- Provides issue analysis and general product guidance.
- Tracks issues and tickets to timely and effective resolution.
- Identifies options for resolving reported issues.
- Reports and escalates defects to Tyler Development.
- Communicates with the City on the status and resolution of reported issues.

5.1.7 Tyler Data Conversion Experts

- Validates client data files are in proper format.
- Develops customized conversion programs to convert Legacy System data into the Tyler database for production use according to defined mapping.
- Provides error Reports on unsupported data conditions and the merging or normalization of data fields.
- Assists the City with understanding and interpreting error Reports.
- Performs changes and corrections to customized conversion programs as the City discovers data anomalies and exception conditions.

5.1.8 Tyler Disaster Recovery Support

- Conduct and monitor nightly backups of City databases at hosting facility, transfer nightly backups to Tyler's data center.
- Provides services to host Application in the event of a disaster.
- Provides 24 hour RPO – Recover Point Objective.
- Provides emergency response within 2 business hours

- Ensure Tyler Application availability within 8 business hours.
- Provide one annual disaster planning walkthrough.

5.1.9 Tyler Development

- Programs and incorporates Modification(s) per the specifications into the base product.
- Performs internal quality assurance by developing technical and help documentation.
- Provides software updates and defect fixes.

5.2 City Roles and Responsibilities

City resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 City Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy.
- Champions the Project at the executive level to secure buy-in.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the City steering committee level as part of the escalation process.
- Actively participates in organizational change communications.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City Policies

5.2.2 City Steering Committee

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.

5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the

City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from City to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
 - Validates contract compliance throughout the Project.
 - Ensures invoicing and Deliverables meet contract requirements.
 - Acts as primary point of contact for all contract and invoicing questions.
 - Signs off on contract milestone acknowledgment documents.
 - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning
 - Review and acknowledge Implementation Management Plan.
 - Defines project tasks and resource requirements for City project team.
 - Collaborates in the development and approval of the initial Project Plan and Project Plan.
 - Collaborates with Tyler project manager(s) to plan and schedule Project timelines to achieve on-time implementation.
- Implementation Management
 - Tightly manages Project budget and Scope and collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
 - Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget.
 - Collaborates with Tyler Project manager(s) to establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.
 - Collaborates with Tyler Project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project.
 - Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members.
- Team Management
 - Acts as liaison between project team and stakeholders.
 - Identifies and coordinates all City resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
 - Provides direction and support to project team.
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.

- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Coordinates in Scope 3rd party providers to align activities with ongoing Project tasks.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Attends and contributes business process expertise for current/future state analysis sessions.
- Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.
- Provides business process change support during Power User and End User training.
- Completes performance tracking review with client project team on End User competency on trained topics.
- Provides Power and End Users with dedicated time to complete required homework tasks.
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to City project manager.
- Prepares and Validates Forms.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Presentation
 - Implementation Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City resources
 - Attendance at scheduled sessions
 - Change Management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Conversion Analysis and Verification Assistance
 - Decentralized End User Training
 - Process Testing
 - User Acceptance Testing

5.2.5 City Power Users

- Participate in Project activities as required by the project team and project manager(s).
- Provide subject matter expertise on City business processes and requirements.
- Act as subject matter experts and attend current/future state and validation sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout Project.

- Participate in Conversion Validation.
- Test all Application configuration to ensure it satisfies business process requirements.
- Become Application experts.
- Participate in User Acceptance Testing.
- Adopt and support changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Demonstrate competency with Tyler products processing prior to Production Cutover.
- Provide knowledge transfer to City staff during and after implementation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in Application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Utilize software to perform job functions at and beyond Production Cutover.

5.2.7 City Technical Support

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Extracts and transmits conversion data and control reports from City's Legacy System per the conversion schedule set forth in the Project Plan.
- Coordinates and adds new users and printers and other Peripherals as needed.
- Validates all users understand log-on process and have necessary permission for all training sessions.
- Coordinates Interface development for City third party Data Exchanges.
- Develops or assists in creating Reports as needed.
- Ensures onsite system hardware meets specifications provided by Tyler.
- Assists with software Installation as needed.

5.2.8 City Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's Software Upgrade process.
- Assists with the Software Upgrade process during implementation.
- Manages Software Upgrade activities post-implementation.
- Manages Software Upgrade plan activities.
- Coordinates Software Upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder sign-offs to upgrade production environment.

5.2.9 City Project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.10 City Change Management Lead

- Validates users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

6 EnerGov Business Scope

6.1 Transactions and Automation

- Unique Business Transactions in Scope = up to 12 Transactions
- Template Business Transactions in Scope = up to 12 Transactions
- Geo-Rules within Scope = up to 6 Geo-Rules
- Intelligent Objects and IAA's within Scope = up to 6 IO/IAA
- Custom Reports/Output documents within scope = up to 5 reports
- Integrations within scope = 0 - No integrations within Scope (agency to leverage EnerGov SDK/API)
- Data Conversion Sources within scope = 1 data source

6.2 “Unique Business Transaction” is defined by:

- Unique workflow or business process steps & actions (including output actions)
- Unique Fee assessment / configuration definition
- Unique Custom fields/forms definition

Uniqueness of any of these mentioned parameters regulates the need for a unique business case transaction design document and configuration event.

6.3 “Template Transaction” is defined by:

- A pre-defined and pre-configured EnerGov best management business process.
- The following modifications to Template Transactions are considered within scope (quantified above in “Transactions and Automation” section):
 - Changes to the required inspections
 - Changes to the required review departments
 - Adding no more than 2 additional actions to the workflow
 - Changes to fees that require creating no more than 3 fees to accommodate
 - Changes to the custom field layouts that are related to fees and reports

6.3.1 “Template” transaction is defined by:

- A pre-defined and pre-configured EnerGov best management business process.

6.3.2 “Geo-Rule” is defined by:

- An automation event that is triggered by a condition configured around the source ESRI geodatabase. Current geo-rule events are:

-
- | | |
|----------------|--|
| • Alert | • Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e. noise abatement zones; flood zones; etc.). |
| • Block | • Places a block on the case and prevents any progress or updates from |
-

	occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
• Block with Override	• Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
• Fee Date	• Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
• Filed Mapping	• A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.
• Required Action	• A workflow action can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
• Required Step	• A workflow step can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
• Zone Mapping	• The zone(s) automatically populate on the “Zones” tab of the record (i.e. plan, permit, code case, etc.).

6.3.3 “Intelligent Object (IO)” is defined by:

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts and other notifications.

6.3.4 “Intelligent Automation Agent (IAA)” is defined by:

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA conditions that have been met, and the associated actions are then performed. The IAA does not generate alerts or errors.

6.3.5 “EnerGov SDK API (Toolkits)” are defined by:

- API’s developed by Tyler Technologies for extending the EnerGov Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The EnerGov toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit does not imply any development related services from Tyler Technologies. The client is responsible for working with their IT staff and VAR's to develop any necessary applications and integrations except as otherwise noted in the Investment Summary for any "in-scope" integrations.

7 Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Cutover	The point when a client begins using Tyler software in production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.

Install	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.

Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project -specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes “Test Cases” to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

8 Munis Conversion Summary

8.1 Accounting COA

- Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
- Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

8.2 Accounting - Actuals

- Summary account balances by period and by year
- Up to 7 years

8.3 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 7 years

8.4 Accounts Payable Master

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

8.5 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 7 years

8.6 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 7 years

8.7 Asset Maintenance – Work Order Assets

- Asset Maintenance tables for all work order asset types. These tables contain the detail of the asset based on the type e.g. Equipment, infrastructure, fleet etc.

8.8 Asset Maintenance – Closed Work Order History with Cost Data

- Work Order History with cost data, this is the basic work order information, the work order number, comments, contacts, description, user defined fields.

8.9 Asset Maintenance – Work Order History with Cost Data

- Work Order History with cost data, everything included in option 2 but integrated with several other Munis modules such as Inventory or Payroll, linking employee numbers, customer number, Inventory items, etc.

8.10 Business License Master

- Businesses, licenses and permits, charges and receipts, and classification codes

8.11 Business License - Bills

- Receivable amounts associated with license detail

8.12 Capital Assets Master

- Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)

8.13 Capital Assets - History

- Transaction history data for acquisitions, disposals, transfers, etc.

8.14 General Billing CID

- Customer information

8.15 General Billing – Recurring Invoices

- General Billing Invoices that are sent on a regular basis
- Header records with general information about the invoice
- Detail records with line-specific information

8.16 General Billing – Bills

- Unlimited history of open and closed invoices
- General Ledger information so open invoices can be processed in Munis

8.17 Inventory Master

- General master data includes item, description, commodity code, purchase vendor and date, date received, GL information, hazard code, etc. Location master includes item, location, bin, various quantities (on-hand, last, committed, standard purchase, re-order), lead time; count, count date, and variance; GL information; plus many accumulator buckets (MTD/YTD/SOY/SOM/LY received /issued /adjusted /cost /value), etc. FIFO data includes item, location, date, qty-received, unit cost, and quantity on hand.

8.18 Payroll

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

8.19 Payroll – Accrual Balances

- Employee Accrual Balances including Vacation, Holiday, and other Leave balances
- Start of year balance, earned to date, used to date

8.20 Payroll - Deductions

- Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information

8.21 Payroll – Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history

8.22 Payroll – Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

8.23 Payroll – Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down by individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

8.24 Payroll – Recruiting

- Application requisition applicant master data, plus applicant references, certifications, education, skills, tests, work history, and interviews

8.25 Payroll – PM Action History

- A variety of Personnel actions, such as job or salary changes and dates these events occurred.

8.26 Payroll – Position Control

- Position, description, status, job code, bargaining group, location, number of employees allowed for each, FTE percentage, GL account, and max/min grade and step

8.27 Payroll – Certifications

- Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

8.28 Payroll – Education

- Codes, for institution, type of degree, and area(s) of study

8.29 Payroll – State Retirement Tables

- Specific state-required data, plus related service years information, when appropriate
- Needed for some states

8.30 Project Grant Accounting

- Segments, account strings and fund string allocation table
- Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

8.31 Project Grant Accounting - Actuals

- Summary project ledger string balances
- Up to 7 years

8.32 Project Grant Accounting – Budget

- Original project ledger budget amounts
- Up to 7 years

8.33 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line item descriptions, quantities, amounts, etc.

8.34 Utility Billing

- Account Master data including previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information

8.35 Utility Billing –Services

- Service data for each account including service codes, status, type, factor, condo units, bill cycle codes, budget information, winter usage, meter readings(current and previous), meter usage (current and previous), sales tax information

8.36 Utility Billing –Assessments

- Assessments are improvement costs that are spread across to property owner
- Utility Billing conversion option 4 (balance forward AR) must also be purchased in order to convert assessments

8.37 Utility Billing –Consumption History

- History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes

8.38 Utility Billing –Balance Forward AR

- Total balance due on the account, or by charge code
- If late penalties will be applied in Munis after the conversion, balance forward amounts must be converted by charge code

8.39 Utility Billing –Service Orders

- Service Orders data associated with accounts, including meter repairs, checks for leaky meter, reread a meter due to high reading

8.40 Utility Billing –Backflow

- Account information, backflow device information, backflow type, and backflow violations

9 EnerGov Conversion Summary

9.1 Permitting & Land Management

- Permit Master basic information
- Plan Master basic information
- Plan & Permit Contacts
 - Unique (keyed) contacts converted to global contacts
 - Non-keyed contacts converted to a Memo Custom Field or standard note
- Sub-permit Associations – Visible in Workflow and Attached Records
- Reviews and Approvals
- Projects
- Permit Renewals
- Bonds and Escrow
- Contractors
- Initialized Workflows
- Inspections and Inspection Cases
- Meetings and Hearings
- Activities and Actions
- Conditions
- Fees
- Holds
- Notes
- Parcels and Addresses
- Parent/child parcel relationships
- Payments and Fee History
- Zones
- Code Case Master basic information
- Code Requests
- Code Case Contacts and Properties
 - Unique (keyed) contacts converted to global contacts
 - Non-keyed contacts converted to a Memo Custom Field or standard note
- Violations
 - Fees
 - Payments
 - Notes



Exhibit F
Disaster Recovery Agreement

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Disaster Recovery Agreement

WHEREAS, Client desires to enroll in Tyler's Disaster Recovery Service for the Tyler software products ("Tyler Software Products") licensed by Client from Tyler, subject to the terms and conditions of this Disaster Recovery Agreement and the License and Services Agreement under which Tyler has licensed Tyler Software Products to Client.

THEREFORE, Tyler and Client agree as follows:

1. Definitions:

Disaster. An unplanned event that is not within the reasonable control of the Client which results in the failure of the Tyler Software Products licensed by Client to perform Critical Processes. A Disaster is *not* a hardware or network failure that would have been avoided with reasonable diligence and maintenance in accord with the industry standard, a failure otherwise covered by an in-force Agreement Client has with Tyler (e.g., Tyler Annual Maintenance Agreement ("Support Agreement"), Technical Services Agreement, or Tyler Systems Management ("TSM") Agreement, or a failure that can be remedied in less than sixteen (16) business hours.

Disaster Recovery Plan. Defined at #2 of Exhibit 1 to this Disaster Recovery Agreement.

Critical Processes. Mutually defined in the Disaster Recovery Plan.

Critical Users. Mutually defined in the Disaster Recovery Plan.

Recovery Point Objective ("RPO"). Amount of time since last successful data transfer. With successful nightly transfer of data, RPO would be no more than twenty-four (24) hours.

Recovery Time Objective ("RTO"). One (1) business day after receipt Disaster declaration for Client data not exceeding one (1) terabyte in size, for Critical Users using Critical Processes. RTO for Client data one (1) terabyte in size or greater shall be mutually agreed, specified and incorporated into the Disaster Recovery Plan.

Holiday. New Year's Day (January 1), Memorial Day (observed), Independence Day (July 4), Labor Day (observed), Thanksgiving Day, Day after Thanksgiving Day, Christmas Day (December 25).

Business Days. Monday through Friday, excluding Holidays.

Business Hours. 8 AM – 6 PM (EST) on Business Days.

Force Majeure. An event beyond the reasonable control of a party, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.

License and Services Agreement. The agreement under which Tyler licenses Tyler Software to the Client.

2. Term. The initial term shall commence on receipt by Tyler of Client's data and shall terminate one (1) year thereafter ("Initial Term"). This Disaster Recovery Agreement shall renew automatically for additional one

(1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term. In the event the Support Agreement for Tyler Software Products is terminated, this Agreement shall coetaneously terminate.

3. **Disaster Recovery Services.** Tyler shall provide the Disaster Recovery services (“DR Services”) as described in this Agreement, including any Exhibits and associated appendices. All DR Services shall be provided remotely. In the event the Disaster results in damage to Client’s server(s) and a re-installation of the Tyler Software Products licensed by Client is required as a result of such damage, Tyler shall re-install the Tyler Software Products free of charge if Client is enrolled in Tyler’s TSM service (ERP, Munis, TCM) or Technical Services Support (Incode, Eden, TCM). Otherwise, such re-installation shall be obtained from Tyler at Tyler’s then-current installation services rates. Tyler Disaster Recovery staff will contact Client within twelve (12) business hours of any such reinstallation for reinstallation of Disaster Recovery Software.
4. **Client Requirements.** In order for Tyler to provide DR Services pursuant this Agreement, Client shall:
 - a) Provide high speed internet access, including upload bandwidth sufficient for complete nightly data transfers to comply with applicable RPO;
 - b) Comply with then-current minimum hardware and network requirements as specified on Tyler’s support website;
 - c) Maintain security and access privileges for Tyler to receive data transfer and reasonably perform activities reasonably necessary for Tyler to provide DR Services;
 - d) Permit installation of software required for provision of DR Services in accord with this Agreement as reasonably determined by Tyler;
 - e) Reasonably notify Tyler in advance of any changes in Client’s network that impacts Tyler’s ability to deliver DR Services; and
 - f) Client shall not install or activate SQL TDE or similar database or file level encryption technologies on servers installed with Tyler Disaster Recovery software.
5. Disaster shall be declared by Client by calling Tyler at (207) 781-2260 or (800) 772-2260 and clearly stating that CLIENT IS DECLARING A DISASTER.
6. **Disaster Recovery.** Client’s Critical Processes will be accessible by Critical Users in accord with the applicable RTO.
7. **Data.** Data Transfer shall be handled in accord with Exhibit 1 to this Disaster Recovery Agreement.
8. **Release Life Cycle.** Tyler shall support prior releases of the Tyler Software Products in accordance with Tyler’s Release Life Cycle Policy.
9. **Payment & Price**

In consideration of the Services provided by Tyler herein, Client shall pay to Tyler a year one (1) fee of \$30,000. Thereafter, the annual fee will be invoiced and paid prior to the commencement of the renewal term. All payments due pursuant this Agreement are due within thirty (30) days from receipt of invoice.
10. **Exclusions.**
 - a) Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.
 - b) Tyler’s Disaster Recovery Service shall not be used to replace required on-site backups of Client data for Tyler Software Products licensed by Client.

- c) The fee paid for Disaster Recovery service does not include, and Client is responsible for the costs associated with:
- i. Hardware and/or software necessary to remotely access Tyler's data center, and any and all on-site services. Client may request and purchase on-site services at Tyler's then-current rates.
 - ii. In the event Client requests Tyler to hand-deliver or courier the critical processes output (such as payroll checks), the cost of such special delivery shall be borne by Client and payable thirty (30) days from receipt of invoice.

11. License Terms. Client's use of the Tyler Software Products included in the Disaster Recovery Service remains subject to limitations on Client's use in the agreement by which Client licenses such Tyler Software Products from Tyler, including disclaimer of implied warranties.

12. Notices. With the exception of a declaration of a Disaster, notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:

- a) Actually received,
- b) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
- c) Upon receipt by sender of proof of email delivery, or
- d) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: DR Manager

City of Kennewick
PO Box 6108
Kennewick, WA 99336-0108
Attention: _____

13. This Disaster Recovery Agreement, along with the License and Services Agreement, represent the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth or referenced in this Agreement. Any changes to this Agreement by Tyler must be communicated at least sixty (60) days in advance and will take effect no earlier than the commencement of the renewal term following notice of the change, unless otherwise mutually agreed.

Exhibit 1

In addition to those services described elsewhere in this Disaster Recovery Agreement, DR Services are described in the following sections.

1 Data Transfer

The electronic transfer solution provides nightly (between the hours of 8 PM and 6 AM) transfer and archiving of Client's Tyler data and is subject to the following conditions:

- Initial data transfer may require portable disk.
- Data transferred shall include only items essential to provision of service.
- Applications included in the Disaster Recovery service are listed in Appendix A to this Exhibit 1. Such description shall also indicate database and file detail required for provision of DR Services. Tyler Software Products not listed in Appendix A and any non-Tyler Software Product shall not be included in data transfer or the Disaster Recovery Service.
- Only production databases are backed up.
- Data from the last seven (7) successful data transfers are retained by Tyler.
- Total data storage is limited to 200 gigabytes ("GB"). Storage limit may be increased in 200 GB increments by mutual agreement and at additional cost.
- Data transferred to Tyler as part of Disaster Recovery Service is not available for Client's data retrieval or restoration not associated with the Disaster Recovery Service provided by Tyler. Tyler may provide data transferred by Client on an exception basis, upon request.
- Tyler is not responsible for the integrity of the data provided by Client to Tyler. Tyler will use the most current viable data to restore Client's critical processes.
- Tyler may use select information from the Client database for research and analysis purposes.
- To the extent the database contains confidential information, Tyler shall keep confidential such information in accordance with the confidentiality provisions of the Agreement(s) by which Client licenses the Tyler Software Products from Tyler.
- Tyler Disaster Recovery staff will monitor status of data transfers on Business Days.
- In the event of two (2) consecutive data transfer failures, Tyler will timely provide notice to Client in order to commence troubleshooting.
- Tyler shall have no liability for failure of data transfers not solely caused by Tyler.
- Tyler will provide transfer report related to Client data transfer upon request.

2 Disaster Recovery Plan

The Disaster Recovery Plan is a mutually drafted document which details, in addition to this Disaster Recovery Agreement, the DR Services Tyler shall provide to Client. The parties' responsibilities with respect to the Disaster Recovery Plan are further defined below.

Tyler's Responsibilities:

- Coordinate activities associated with transfer of data to Tyler's data center.
- Document Disaster Recovery strategy for critical processes.
- Review the Disaster Recovery Plan with Client.
- Provide reasonable guidance for Disaster Recovery policies and procedures.
- Identify modules, databases, applications, and files required for Disaster Recovery service.

Client's Responsibilities:

- Provide remote access to Client's Tyler database server for analysis and configuration of data transfer.
- Provide network support if required to enable transfer of data from Client's server to the Tyler data center.
- Provide PCs and high-speed modems for access from Client's alternate processing location, if required.
- Provide technical resources to configure remote access PCs, including Tyler supplied application software, if reasonably required to receive Disaster Recovery services pursuant the Disaster Recovery Agreement.
- Provide a chain of command document for communication during a disaster.
- Maintain the Disaster Recovery Plan and integrate the Disaster Recovery Plan made with Tyler with Client's comprehensive disaster recovery plan.

Shared Responsibilities:

- Identify critical users for DR Services.
- Identify critical processes for DR services.
- Identify and agree on RTO where Client has more than 1TB of TDRS Protected Data.
- Draft initial Disaster Recovery Plan within ninety (90) days of commencement of Initial Term.
- Define recovery processes for post Disaster operations (mandatory for Odyssey CM clients, optional for all others).

3 DR Services during Disaster

- A. Upon declaration of a Disaster, Tyler shall provide DR Services from one of its hosting facilities for the duration of the Disaster, not to exceed thirty (30) consecutive Business Days. Use of Tyler's data center in excess of such period shall require the parties to execute a change order detailing the duration of the extension and the additional cost associated therewith.
- B. Hosting Services During a Disaster.
 - i. Hosting Services during a Disaster will be provided in accord with Tyler's then-current standard availability guarantees from its Service Level Agreement for SaaS clients. Any credits issued to Client will be based on the total Disaster Recover fee paid for the then-current term.
 - ii. Tyler will use best efforts to include interfaces for Tyler Software Products covered under this DR Agreement.
 - iii. Hosting Services shall not include interfaces or interconnects with 3rd Party Products unless specifically agreed in the Disaster Recovery Plan.
- C. Processing Assistance During a Disaster includes, as necessary:
 - i. Print Output:
 - a. Payroll Checks
 - b. Retirement Checks
 - c. Accounts Payable Checks.
 - ii. In the event print output is required to be sent non-electronically, Client shall bear the cost of shipment.
 - iii. Transfer of Automated Clearing House ("ACH") Files to bank on Client's behalf. Transfer may require pre-notification by Client to bank.
- D. Clients receiving DR Services during a Disaster receive priority access to Tyler application support.

4 Annual Disaster Recovery Test

The parties may review and test the Disaster Recovery service:

- Scheduled by parties at least thirty (30) days in advance,
- Client must provide a list of users who will partake in the test,
- Test shall not exceed 2 weeks,
- Retest within same year available if initial test not agreed by both parties to be successful.

5 Estimated Schedule

The services provided pursuant the Disaster Recovery Agreement will be performed consistent with the estimated schedule mutually agreed to by Tyler and Client. Tyler and Client agree to promptly perform their respective responsibilities according to such schedule.

6 Tyler's Other Responsibilities

Project management services are provided as part of the Disaster Recovery service. Tyler will designate a Project Manager who will be Tyler's contact for all communications with Client and will have the authority to act on Tyler's behalf in matters regarding this Statement of Work. Tyler's project manager will perform the following tasks:

- Review Statement of Work with Client's project manager.
- Review current project status.
- Recommend changes or additions to the project as appropriate.
- Administer the change control procedure.
- Review and evaluate the progress of the project with Client's project manager to resolve any necessary changes.

7 Client's Other Responsibilities

Tyler's performance is predicated upon the following responsibilities being fulfilled by Client:

Prior to the start of the Statement of Work, Client will designate, in writing, a person who will be Client's Project Manager who will be Client's contact for all communications with Tyler and who has the authority to act on behalf of Client in all aspects of the Statement of Work. The Project Manager will perform the following activities:

- Interface between Tyler's Project Manager and Client's organization.
- Administer project change control with Tyler's project manager.
- Arrange reasonable access to Client's data for project personnel, as reasonably required.
- Conduct any communication through Tyler's Project Manager.
- Help resolve and escalate project issues within Client's organization as required.
- Obtain and provide project requirements, data, decisions and approvals within five (5) business days of request. If such requirements, data, decisions or approvals are delayed beyond the time specified, Client agrees to relieve Tyler of its responsibility for the affected Service until Client performs that obligation.

- Accept responsibility for the data files, selection and implementation of controls for Client's location, and security of the stored data.

Client acknowledge that it is Client's responsibility to identify and make the interpretation of any applicable federal, state and local laws, regulations and statutes.

8 Project Change Control Procedure

When Tyler and Client agree to a change in the Disaster Recovery Plan, Tyler will prepare a written description of the agreed change which both Tyler and Client must sign. The Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. When charges are necessary in order for Tyler to analyze a change, Tyler will give Client a written estimate and begin the analysis only after Client's written authorization.

Appendix A

Defined User Maximum. The maximum number of named Client users available to use DR Services is 30.

Covered Applications.

Please see Tyler Software listed in Exhibit A.

Product Specific Conditions.

None.



Exhibit G

Tyler's Best & Final Offer dated 12/14/18 and Proposal dated 3/09/18

Incorporated in its Entirety by Reference



Exhibit H
City of Kennewick Request for Proposal 18-001 dated 1/08/18

Incorporated in its Entirety by Reference

Council Agenda Coversheet



Agenda Item Number	3.h.	Council Date	04/02/2019
Agenda Item Type	Boards and Commissions		
Subject	Arts Commission		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Manager		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

Staff recommends that Council make two appointments to the Arts Commission.

Motion for Consideration

I move to accept the recommendation of the Interview Committee and appoint Kimberly Dewald and McKenzie Kennedy to the Arts Commission.

Summary

The Arts Commission has two recent openings due to the expiration of terms.

The Council Interview Committee recently conducted interviews and makes the following recommendation to fill two positions that expired on 3/31/2019:

Kimberly Dewald - Appoint
McKenzie Kennedy - Appoint

Additional Applicants:

Gary Downing
Amanda Fields

Alternatives

None

Fiscal Impact

None

Through

Jackie Aman
Mar 26, 15:00:44 GMT-0700 2019

Dept Head Approval

City Mgr Approval

Marie Mosley
Mar 29, 14:30:36 GMT-0700 2019

Attachments:

Dewald_R
Kennedy_R

☐ Recording
Required?

Print

Boards and Commissions Application - Submission #5320

Date Submitted: 2/18/2019

First Name

Kimberly

Last Name

DeWald

Date

2/18/2019

Address

[REDACTED]

City

Kennewick

State

WA

Zip Code

99336

Phone Number

[REDACTED]

Email Address

[REDACTED]

I am interested in serving on the following Commission

☒ Arts Commission

☐ Block Grant Advisory Committee

☐ Civil Service Commission

☐ Historic Preservation Commission

☐ Kennewick Housing Authority

☐ Kennewick Public Facilities District

☒ Parks & Recreation Commission

☐ Planning Commission

Occupational Status and Background

I have lived in the tri cities for over 19 years. I graduated from Columbia Basin College in 2009 with my Associates in Arts degree. I took a lot of art classes such as; Intro to art, art design, pottery 1 and pottery 2 and even had one of my pottery pieces purchased for display at the college. I have always loved art and been passionate about education and sharing the joy of art with others. After I relieve my AA I went on to attend WSU Tri-Cities for a year working toward an Environmental Science degree but later changing to a different science degree. Since then I explored other colleges but eventually came back to attending WSU Tri-Cities in the fall of 2016 exploring an engineering degree but after finishing the semester I realized my focus needed to be on raising my kids. Although I am not pursuing a career or an education at the moment, I am always looking for any experience and knowledge I can obtain that would lead me to finding a career and life that fulfills and challenges me. It has been a journey that has solidified my passions and capabilities which leads me to wanting to join the Art Commisssion or the Parks and Recreation Commission. I have proven to myself that with hard work and dedication I am capable of doing things that I have had little to no experience with. Since I was 16 I have always worked as a server at various restaurants in the Tri cities and because that has been the bulk of my work experience it has been limiting, but I know I am capable of so much more.

What unique qualities or attitude will you bring to this position?

I am a very creative person and enjoy just about anything to do with art. I paint, draw, do a ton of craft projects, love taking pictures and enhancing my photography skills. I am a do it yourself kind of person with a great attitude and willingness to learn. I am passionate about sustainable practices and taking care of our planet. I take pride in anything that I do and educate myself along the way. I strive for excellence and I am more than willing to put in the work, effort and knowledge to obtain it.

Community Related Activities/Organizational Affiliations**Volunteer Experience**

I have volunteered for the Habitat for Humanity and the American Red Cross

What interests you about this Board/Commission?

I am interested in giving back to the community in which I've been raised in. I want to be an active member in our community and help improve the enjoyment of parks and art in Kennewick. I have a strong desire to challenge myself and gain experience and knowledge in the workings of city government in order to make a difference.

Experiences related to position applied for

I have always loved art and have taken many art classes in college: pottery 1 and 2, intro to art and art design. I also have participated in three rivers soccer club, basketball, volleyball and club volleyball in the tri cities.

Why are you seeking appointment?

I want to be involved in the community to help others enjoy the art and parks our town has to offer. I also would like to gain experience and knowledge in either the Arts Commission or Park and Recreation Commission.

To the best of your knowledge, would any conflict of interest be created as a result of your appointment?

No

What makes you a good choice for this Board/Commission?

My hard work and willingness to learn about the board/commission I am appointed for. I am positive, enjoy helping others, hard working, dedicated and I take pride in our community.

Personal References

Katie Clark (509) 591-8483
Megan Savely (509) 420-4704

Disclaimer and Electronic Signature Agreement*

By checking the "I Agree" box below, you agree and acknowledge that 1) you understand that this application and supporting documents may be made available for public inspection, including inspection by member of the press and media; 2) your application will not be signed in the sense of a traditional paper document; 3) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 4) you may still be required to provide a traditional signature at a later date.

☒ I Agree

Electronic Signature

Kimberly DeWald

Print

Boards and Commissions Application - Submission #5271

Date Submitted: 2/12/2019

First Name

McKenzie

Last Name

Kennedy

Date

2/12/2019

Address

[REDACTED]

City

Kennewick

State

WA

Zip Code

99336

Phone Number

[REDACTED]

Email Address

[REDACTED]

I am interested in serving on the following Commission

- | | |
|---|---|
| ☒ Arts Commission | ☐ Kennewick Housing Authority |
| ☐ Block Grant Advisory Committee | ☐ Kennewick Public Facilities District |
| ☐ Civil Service Commission | ☐ Parks & Recreation Commission |
| ☐ Historic Preservation Commission | ☐ Planning Commission |

Occupational Status and Background

Student - Project Management BAS - Columbia Basin College
Graduate - Associates Bus. Admin. & AAS w/ emphasis in acting & directing - Columbia Basin College
Server - The Original Pancake House
Actor - Desert Dahlias Murder Mysteries

What unique qualities or attitude will you bring to this position?

Being only 23 I believe my age is an advantage for me. I can bring a fresh look that represents my age group and our wants/needs.

Community Related Activities/Organizational Affiliations

Member-At-Large - Board of Directors - The Richland Players
Fundraising/Publicity/Outreach Committee Chair -The Richland Players
Washington Cultural Congress Scholar 2018
Miss Tri-Cities "Living your Platform" (Art Empowering America) Award winner 2015 & 2018

Volunteer Experience

10 BFHS foster volunteer
BOD - The Richland Players
Second Harvest Food Bank Volunteer

What interests you about this Board/Commission?

Art has been a centerpiece of human history, from cave drawings to the newest EDM hit, art surrounds us and has been under attack for decades. Winston Churchill, ahead of War World II, was asked to cut arts funding in favor of the war effort, and he snappily responded, "then what are fighting for?" Even early philosophers, like Plato, stressed why arts are so imperative to our ever-growing world! I want use my voice to empower this generation and generations to come to believe in the power of art.

Experiences related to position applied for

Meritorious Achievement Award - Arts Leadership, The Kennedy Center American College Theatre Festival
LORT Fellowship semi finalist.

Why are you seeking appointment?

I want to be apart of the solution for the lack of funding, recognition, and culture throughout our region.

To the best of your knowledge, would any conflict of interest be created as a result of your appointment?

No

What makes you a good choice for this Board/Commission?

I have committed the last 5 years of my life to the arts throughout the Tri-Cities. Having already lobbied in Olympia during Arts & Heritage Day. I know what the needs of our community are and have already started building relationships with leaders.

Personal References

Patty Cook - President Richland Players - 509.366.6110
More references AUR

Disclaimer and Electronic Signature Agreement*

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☒ I Agree

Electronic Signature

McKenzie Rose Kennedy

Council Agenda Coversheet



Agenda Item Number	3.i.	Council Date	04/02/2019
Agenda Item Type	Boards and Commissions		
Subject	Block Grant Advisory Committee		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Manager		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

Staff recommends that Council make two appointments to the Block Grant Advisory Committee.

Motion for Consideration

I move to accept the recommendation of the Interview Committee and reappoint Ron Hue and appoint Brandon Pocasangre to the Block Grant Advisory Committee.

Summary

The Block Grant Advisory Committee has two recent openings due to the expiration of terms.

The Council Interview Committee recently conducted interviews and makes the following recommendation to fill two positions that expired on 3/31/19:

Ron Hue - Reappoint
Brandon Pocasangre - Appoint

Alternatives

None

Fiscal Impact

None

Through

Jackie Aman
Mar 26, 15:27:21 GMT-0700 2019

Dept Head Approval

City Mgr Approval

Marie Mosley
Mar 29, 14:33:01 GMT-0700 2019

Attachments:

Hue_R
Pocasangre_R

☐ Recording
Required?

CITY OF KENNEWICK

Application for Board/Commission Position



Please return completed application to:

City of Kennewick

Jackie Aman

P.O. Box 6108

Kennewick, WA 99336

APPLICANT INFORMATION

Last Name

Hue

First

Ron

Date

1-19-19

Street Address

City

Kennewick

State

WA

ZIP

99337

Phone

E-mail Address

Board or
Commission

Block Grant

OCCUPATIONAL STATUS AND BACKGROUND

Retired - 40 years in finance and banking

WHAT UNIQUE QUALITIES OR ATTITUDE WILL YOU BRING TO THIS POSITION?

I have volunteered my time and services to over 20 organizations, and I love my city where I have lived all my life. I want the best for the city of Kennewick and its citizens.

COMMUNITY RELATED ACTIVITIES/ORGANIZATIONAL AFFILIATIONS

Visit Tri-Cities
Tri-City Water Follies
Columbia Center Rotary
Tri-Cities Cancer Center
Circle of Hope

VOLUNTEER EXPERIENCE

Bike-for-Tikes
Playland of Dreams
Habitat for Humanity
Kennewick Blue Ribbon Committee

WHAT INTERESTS YOU ABOUT THIS BOARD/COMMISSION?

I am service oriented. This board is service oriented and provides services that enrich the lives of our citizens.

EXPERIENCES RELATED TO POSITION APPLIED FOR

I have served on this board for over 15 years. I headed the Kennewick Blue Ribbon committee and am aware of the various needs of our city and its citizens.

WHY ARE YOU SEEKING APPOINTMENT?

I would like to continue working on this committee in order to enhance the lives of our Kennewick residents.

TO THE BEST OF YOUR KNOWLEDGE, WOULD ANY CONFLICT OF INTEREST BE CREATED AS A RESULT OF YOUR APPOINTMENT??

No

WHAT MAKES YOU A GOOD CHOICE FOR THIS BOARD/COMMISSION?

I understand the workings and the Mission of the board. I believe in the services it provides our citizens. Also, I have the time to devote to this board.

PERSONAL REFERENCES

Steve Osborne

Ken Hohenberg

Bill Lampson

Barb Johnson

DISCLAIMER AND SIGNATURE

As an applicant for the above appointed position, I understand that this application and supporting documents may be made available for public inspection, including inspection by members of the press and media.

Signature



Date 1-19-19

Print

Boards and Commissions Application - Submission #5235

Date Submitted: 2/7/2019

First Name

Brandon

Last Name

Pocasangre

Date

2/7/2019

Address

[REDACTED]

City

Kennewick

State

WA

Zip Code

99337

Phone Number

[REDACTED]

Email Address

[REDACTED]

I am interested in serving on the following Commission

- | | |
|--|---|
| ☐ Arts Commission | ☒ Kennewick Housing Authority |
| ☒ Block Grant Advisory Committee | ☐ Kennewick Public Facilities District |
| ☒ Civil Service Commission | ☒ Parks & Recreation Commission |
| ☐ Historic Preservation Commission | ☒ Planning Commission |

Occupational Status and Background

Occupation: Cyber Analyst at Rubica Inc.

Education: Recently, Graduated from Columbia Basin College with a BAS in Project Management (2018)

Currently, Student pursuing a Masters in Urban Leadership at the University of Nevada Las Vegas (Remotely)

What unique qualities or attitude will you bring to this position?

Born and raised in the Kennewick, I have had to experience life through a certain perspective that I feel is needed and beneficial to leadership in Kennewick. Being raised in poverty with parents with no college education, I personally had to watch my parents grind out life and work from low class and poverty stricken lifestyles to the successful middle class they are in today. My attitude and qualities directly correlate with helping people and creating equitable innovations for our society from my education and life experience. I represent a demographic that is vastly underrepresented in Kennewick (Latino, First-Generation American, First-Generation College Student/Graduate Student)

Community Related Activities/Organizational Affiliations

Created the "Recess Program," which is still being implemented at Virgie Robinson Elementary.

Close work in our public school system for over a year, running before and after school programs, outside of my "Recess Program"

Volunteer Experience

Over 100 volunteer hours in local elementary schools in Kennewick and Pasco (Cascade, Washington, and Virgie Robinson) promoting the presence of community leaders in our school system. Created and implemented the "Recess Program" at the three schools and showed positive results, by cutting the amount of disciplinary referrals in half in the time i was engaging with students.

Volunteer speeches at different events and locations. Been recently giving speeches to local high schools in the Tri-Cities to promote life after high school and positive community engagement, while sharing my personal story as a way for students to relate. Cyber Security talks with my personal company local rotary's.

What interests you about this Board/Commission?

I want to become more involved with my community and make positive changes for underrepresented people in society, while fostering positive and innovative change that will create a much more diverse, equitable, and inclusive community.

Experiences related to position applied for

BAS in Project Management

Student Pursuing a Masters in Urban Leadership

Constant Volunteering to make change, want to have opportunity to make positive changes in a different way.

Why are you seeking appointment?

Having me be a part of the community as a representation will promote the diverse ideals that is needed in our leaders. Being in the age group of 16-26, Latino, Bilingual, First-Generation American/College Student, I think my perspective and ideas are something that would be extremely beneficial to our community. My Masters in Urban Leadership is a direct training on how to take on these roles and responsibilities, additional to the information and knowledge I already have.

To the best of your knowledge, would any conflict of interest be created as a result of your appointment?

No

What makes you a good choice for this Board/Commission?

Having me be a part of the community as a representation will promote the diverse ideals that is needed in our leaders. Being in the age group of 16-26, Latino, Bilingual, First-Generation American/College Student, I think my perspective and ideas are something that would be extremely beneficial to our community. My Masters in Urban Leadership is a direct training on how to take on these roles and responsibilities, additional to the information and knowledge I already have. I understand the area and have already been working with different community leaders and schools to make change.

Personal References

Rebekah Woods - President of Columbia Basin College - (509) 542-4801 - rwoods@columbiabasin.edu
Leo Perales - Community Leader - (509) 551-8496 - leoaperales@gmail.com
Alice Schliegel - Professor and Head of Student Council @Columbia Basin College - (509) 460-7541
Waylon Duncan - Principal of Virgie Robinson Elementary - (509) 412-4024

Disclaimer and Electronic Signature Agreement*

By checking the "I Agree" box below, you agree and acknowledge that 1) you understand that this application and supporting documents may be made available for public inspection, including inspection by member of the press and media; 2) your application will not be signed in the sense of a traditional paper document; 3) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 4) you may still be required to provide a traditional signature at a later date.

☒ I Agree

Electronic Signature

Brandon H Pocasangre

Council Agenda Coversheet



Agenda Item Number	3.j.	Council Date	04/02/2019
Agenda Item Type	Boards and Commissions		
Subject	Historic Preservation Commission		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Manager		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

Staff recommends that Council make two appointments to the Historic Preservation Commission.

Motion for Consideration

I move to accept the recommendation of the Interview Committee and reappoint Robert Franklin and Chariss Warner to the Historic Preservation Commission.

Summary

The Historic Preservation has two recent openings. One due to the expiration of a term and one due to a resignation.

The Council Interview Committee recently conducted interviews and makes the following recommendation to fill two positions. One expired on 3/31/2019 and one vacancy, created by the resignation of Kathy White, expires on 3/31/21:

Robert Franklin - Reappoint
Chariss Warner - Appoint

Additional Applicant:
Rich Beason

Alternatives

None

Fiscal Impact

None

Through

Jackie Aman
Mar 26, 15:39:09 GMT-0700 2019

Dept Head Approval

City Mgr Approval

Marie Mosley
Mar 29, 14:34:59 GMT-0700 2019

Attachments:

Franklin_R
Warner_R

☐ Recording
Required?

CITY OF KENNEWICK

Application for Board/Commission Position

Please return completed application to:

City of Kennewick
Jackie Aman
P.O. Box 6108
Kennewick, WA 99336



APPLICANT INFORMATION

Last Name Franklin First Robert Date 1/16/2019
Street Address [REDACTED]
City Kennewick State WA ZIP 99336
Phone [REDACTED] E-mail Address [REDACTED]
Board or Commission Historic Preservation Commission

OCCUPATIONAL STATUS AND BACKGROUND

Archivist and Oral Historian at the Hanford History Project, Washington State University Tri-Cities
M.A. in History, Washington State University,
2014. Graduate work focused on archives and historical preservation

WHAT UNIQUE QUALITIES OR ATTITUDE WILL YOU BRING TO THIS POSITION?

To this position I bring a background in history and historic preservation as a practicing historian. I have a good understanding of the role of local Historical Preservation Commissions and also understand CLG's, and their relationship with DAHP. Most importantly I bring a passion for preservation and a desire to use preservation as a tool to re-invigorate older neighborhoods and downtowns, and to build community pride.

COMMUNITY RELATED ACTIVITIES/ORGANIZATIONAL AFFILIATIONS

I have served on the Kennewick Historic Preservation Commission since November of 2018. In addition, I have authored 8 successful home nominations for the Pullman Register of Historic Places, and completed two historic resources survey projects for the city of Pullman.

Affiliations: College Hill Association (Pullman), B Reactor Museum Association, Society of American Archivists, Oral History Association, Society of American Archivists, National Council on Public History

VOLUNTEER EXPERIENCE

2019- President of the B Reactor Museum Association (BRMA).
2017-2018 Communications Chair, BRMA.
2013-2014 Student representative to the College Hill Association,
2013-2014 Masters Student Representations of the History Graduate Student Association (WSU)

WHAT INTERESTS YOU ABOUT THIS BOARD/COMMISSION?

I am very interested in the work of local organizations and governments to promote historic preservation through citizen bodies. I am a recent homeowner in Kennewick and wish to contribute to city government by using my historical skills and knowledge. I'd like to continue the work I began in November of 2018.

EXPERIENCES RELATED TO POSITION APPLIED FOR

Three months as Commissioner. Three years of experience working with the Pullman Historical Preservation Commission as a frequent meeting attendee, and as an author for eight buildings on the register. I have come before the commission many times.

WHY ARE YOU SEEKING APPOINTMENT?

I am seeking re-appointment.

TO THE BEST OF YOUR KNOWLEDGE, WOULD ANY CONFLICT OF INTEREST BE CREATED AS A RESULT OF YOUR APPOINTMENT??

No

WHAT MAKES YOU A GOOD CHOICE FOR THIS BOARD/COMMISSION?

My experience in historic preservation,
knowledge of architectural forms and history,
and active involvement in the field of Public
History

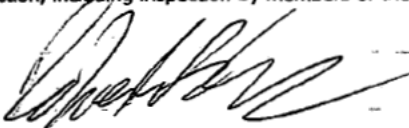
PERSONAL REFERENCES

Alyssa Reil, Kennewick Historic Preservation Commission
Commissioner, [REDACTED]
areil@columbiabasincollege.edu
Allison Munch-Rotolo, Pullman Historic Preservation Commission
Commissioner, (509)
595-1266, amr_wa@yahoo.com
Tanya Bowers, Independent Historic Preservationist, (509) 430-8772,
tanyabowers@att.net

DISCLAIMER AND SIGNATURE

As an applicant for the above appointed position, I understand that this application and supporting documents may be made available for public inspection, including inspection by members of the press and media.

Signature



Date

11/6/19

Print

Boards and Commissions Application - Submission #5287

Date Submitted: 2/13/2019

First Name

Chariss

Last Name

Warner

Date

2/13/2019

Address

[REDACTED]

City

kennewick

State

wa

Zip Code

99337

Phone Number

[REDACTED]

Email Address

[REDACTED]

I am interested in serving on the following Commission

- | | |
|--|--|
| ☐ Arts Commission | ☐ Kennewick Housing Authority |
| ☐ Block Grant Advisory Committee | ☒ Kennewick Public Facilities District |
| ☐ Civil Service Commission | ☐ Parks & Recreation Commission |
| ☒ Historic Preservation Commission | ☐ Planning Commission |

Occupational Status and Background

Currently I am the Director of Ministries at the Tri-Cities Union Gospel Mission. I have been an employee of the Mission for a eight years.

What unique qualities or attitude will you bring to this position?

I have extensive management experience. I bring experience in media relations which includes social media management. I desire to learn and assist in our cities operations.

Community Related Activities/Organizational Affiliations

I am an active member of my church. I am an advocate for several social causes including missing persons,homeless,and survivors of abuse. I currently volunteer for the Franklin County Historical Society.

Volunteer Experience

I have volunteered for the rebuilding of the play ground of dreams, several non profit agencies and with our local school district.

What interests you about this Board/Commission?

The historical preservation commission is very interesting to me. I am passionate about history which our area has a wide range of. Kennewick has been a key community even before it was Kennewick. We need to preserve our history the good and the bad for future generations.

The public works commission is an area I believe I may learn from as well as be able to offer assistance in. I have experience with operating on a zero based budget and empowering community involvement in order to achieve desired outcomes. This may be of use on this commission.

Experiences related to position applied for

Answered in previous question.

Why are you seeking appointment?

I want to learn about our city. I believe serving is one of the best ways to hear and be heard.

To the best of your knowledge, would any conflict of interest be created as a result of your appointment?

No

What makes you a good choice for this Board/Commission?

I have no agenda. I want to help fulfill the vision of City, that has been set by our citizens and elected officials.

Personal References

Elizabeth Burtner (phone number to be kept private)

Kay Olson (phone number to be kept private)

Disclaimer and Electronic Signature Agreement*

By checking the "I Agree" box below, you agree and acknowledge that 1) you understand that this application and supporting documents may be made available for public inspection, including inspection by member of the press and media; 2) your application will not be signed in the sense of a traditional paper document; 3) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 4) you may still be required to provide a traditional signature at a later date.

☒ I Agree

Electronic Signature

Wamer

Council Agenda Coversheet 	Agenda Item Number	3.k.	Council Date	04/02/2019	Consent Agenda	☒	
	Agenda Item Type	Boards and Commissions				Ordinance/Reso	☐
	Subject	Parks & Recreation Commission				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #		Permit #		Quasi-Judicial	☐	
	Department	City Manager					

Recommendation

Staff recommends that Council make two appointments to the Parks & Recreation Commission.

Motion for Consideration

I move to accept the recommendation of the Interview Committee and reappoint Ken Hahn and appoint Robb Heston to the Parks and Recreation Commission.

Summary

The Arts Commission has two recent openings due the expiration of terms.

The Council Interview Committee recently conducted interviews and makes the following recommendation to fill two positions that expired on 3/31/19:

Ken Hahn - Reappoint

Robb Heston - Appoint

Additional Applicants:

Rich Beason

Kimberly Dewald

Brandon Pocasangre

Alternatives

None

Fiscal Impact

None

Through	Jackie Aman Mar 26, 16:01:00 GMT-0700 2019	Attachments: 
Dept Head Approval		
City Mgr Approval	Marie Mosley Mar 29, 14:36:16 GMT-0700 2019	
		☐ Recording Required?

CITY OF KENNEWICK

Application for Board/Commission Position

Please return completed application to:

City of Kennewick
Jackie Aman
P.O. Box 6108
Kennewick, WA 99336



APPLICANT INFORMATION

Last Name	HANN	First	KENNETH	Date	1/18/19
Street Address					
City	Kennewick	State	WA	ZIP	99338
Phone			E-mail Address		
Board or Commission	PARKS & RECREATION				

OCCUPATIONAL STATUS AND BACKGROUND

- IT CONTRACTOR TO WEYENHAUSEN (CURRENT)
- RETIRED 2012
- 32 YRS IT PROJECT MGR WEYENHAUSEN
- 3 YRS PROGRAMMER BOEING COMPANY

WHAT UNIQUE QUALITIES OR ATTITUDE WILL YOU BRING TO THIS POSITION?

- I LIKE HELPING KENNEWICK KEEP/MAKE PARKS GREAT
- POSITIVE ATTITUDE IN WORKING W/ CITY STAFF
- LEADERSHIP, ORGANIZATIONAL SKILLS

COMMUNITY RELATED ACTIVITIES/ORGANIZATIONAL AFFILIATIONS

- PRC - CITIZEN ENGAGEMENT PARK CLEANUPS
- GESA CAROUSEL OF DREAMS
- ATTEND MANY EVENTS TO STAY INFORMED
OR VISIT THE CITIES, HOUSEHOLD FORUM AT LINCOLN

VOLUNTEER EXPERIENCE

- CURRENT - PARKS & RECREATION CHAIRMAN
- 6 YRS, TREASURER THREE RIVERS CAROUSEL FOUNDATION
- 14 YRS VOLUNTEER AT BOEING CLASSIC, SENIORS GOLF
- CITY OF MILTON^{WA} SPECIAL EVENTS
- HABITAT FOR HUMANITY

WHAT INTERESTS YOU ABOUT THIS BOARD/COMMISSION?

- THE PLAN IS IN PLACE NOW GET THINGS DONE

EXPERIENCES RELATED TO POSITION APPLIED FOR

4 YRS ON COMMISSION
SPORTS / ETC ELSE EXPERIENCE

WHY ARE YOU SEEKING APPOINTMENT?

TO CONTINUE THE WORK WE HAVE IN PROGRESS
IT IS A FUN THING TO DO
LIKE WORKING w/ CITY

TO THE BEST OF YOUR KNOWLEDGE, WOULD ANY CONFLICT OF INTEREST BE CREATED AS A RESULT OF YOUR APPOINTMENT??

NO

WHAT MAKES YOU A GOOD CHOICE FOR THIS BOARD/COMMISSION?

4 YEARS GOOD TRACK RECORD - CLUBHOUSE
- PLAY GROUND OF DREAMS
- WILL ATTEND MTL & PARTICIPATE AS MUCH
AS POSSIBLE

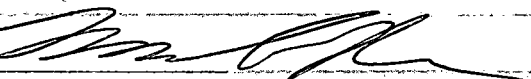
PERSONAL REFERENCES

EMILY ESTES-CROSS CLK
MIKE THORNTON - GESA CAROUSEL OF DREAMS

DISCLAIMER AND SIGNATURE

As an applicant for the above appointed position, I understand that this application and supporting documents may be made available for public inspection, including inspection by members of the press and media.

Signature



Date

11/18/15

Print

Boards and Commissions Application - Submission #5364

Date Submitted: 2/23/2019

First Name

Robb

Last Name

Heston

Date

10/26/1971

Address

[REDACTED]

City

Kennewick

State

WA

Zip Code

99336

Phone Number

[REDACTED]

Email Address

[REDACTED]

I am interested in serving on the following Commission

- | | |
|--|--|
| ☐ Arts Commission | ☐ Kennewick Housing Authority |
| ☐ Block Grant Advisory Committee | ☒ Kennewick Public Facilities District |
| ☒ Civil Service Commission | ☐ Parks & Recreation Commission |
| ☐ Historic Preservation Commission | ☒ Planning Commission |

Occupational Status and Background

Employed Full time.

What unique qualities or attitude will you bring to this position?

I've had a number of years of management experience and working in a team structure in a creative setting. I believe my experience will help in looking forward and in coming up with ways to solve potential issues.

Community Related Activities/Organizational Affiliations

I am currently on the advisory Board for the Radio program at Tri-Tech Skills Center and belong to the Eagles Lodge in Pasco. Through my work we do a number of charity oriented projects each year.

Volunteer Experience

POPP, 2nd Harvest, St. Jude's Children's Hospital, Soroptomist International, Christ the King Sausagefest, Benton Franklin Humane Society, Kennewick Kiwanis, Kennewick Lions, TC Cancer Center...and I'm sure I'm forgetting some.

What interests you about this Board/Commission?

It's a way to volunteer my time, give back to the community, and help shape the future of Kennewick for the next generation.

Experiences related to position applied for

Working in management requires quite a bit of time devoted to creating, planning, and executing goals, ideas, and strategies and I believe that experience rides across all board positions.

Why are you seeking appointment?

The City of Kennewick has provided a quality of life for my family that I would trade for the world so I'm looking to give back.

To the best of your knowledge, would any conflict of interest be created as a result of your appointment?

No

What makes you a good choice for this Board/Commission?

Management experience, passion, and desire to continue making Kennewick a great place to live

Personal References

Kelley Cheatwood - rcheatwood@cherrycreekmedia.com

Mike McDonnal - mmcdonnal@cherrycreekmedia.com

Scott Langlois - scott.langlois@townsquaremedia.com

Disclaimer and Electronic Signature Agreement*

By checking the "I Agree" box below, you agree and acknowledge that 1) you understand that this application and supporting documents may be made available for public inspection, including inspection by member of the press and media; 2) your application will not be signed in the sense of a traditional paper document; 3) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 4) you may still be required to provide a traditional signature at a later date.

☒ I Agree

Electronic Signature

Robb Heston

Council Agenda Coversheet 	Agenda Item Number	3.I.	Council Date	04/02/2019	Consent Agenda	☒
	Agenda Item Type	Boards and Commissions			Ordinance/Reso	☐
	Subject	Planning Commission			Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	City Manager				

Recommendation

Staff recommends that Council make an appointment to the Planning Commission.

Motion for Consideration

I move to accept the recommendation of the Interview Committee and appoint James Hempstead to the Planning Commission.

Summary

The Planning Commission has one recent opening due to the appointment of Chuck Torelli to the City Council.

The Council Interview Committee recently conducted interviews and make the following recommendation to fill the opening that expired 3/31/19:

James Hempstead - Appoint

Additional Applicants:

Rich Beason

Robb Heston

Brandon Pocasangre

Seth Reil

Robert Van Slycke

Alternatives

None

Fiscal Impact

None

Through	Jackie Aman Mar 26, 16:06:20 GMT-0700 2019	Attachments: 
Dept Head Approval		
City Mgr Approval	Marie Mosley Mar 29, 14:36:58 GMT-0700 2019	

☐ Recording Required?

Print

Boards and Commissions Application - Submission #5369

Date Submitted: 2/24/2019

First Name

James

Last Name

Hempstead

Date

2/24/2019

Address

[REDACTED]

City

Kennewick

State

WA

Zip Code

99337

Phone Number

[REDACTED]

Email Address

[REDACTED]

I am interested in serving on the following Commission

- | | |
|---|---|
| ☐ Arts Commission | ☐ Kennewick Housing Authority |
| ☐ Block Grant Advisory Committee | ☐ Kennewick Public Facilities District |
| ☐ Civil Service Commission | ☐ Parks & Recreation Commission |
| ☐ Historic Preservation Commission | ☒ Planning Commission |

Occupational Status and Background

My occupational expertise is being a professional public servant. My current occupational title is Battalion Chief with Richland Fire & Emergency Services. My duties include influencing cultural change, change management, leadership development, department oversight of the city's medical utility, development and implementation of improvement plans, manage Emergency Medical Services and Training Divisions, growth and long-term planning which has included CIP and comprehensive plan updates

What unique qualities or attitude will you bring to this position?

The most important quality an individual can bring to a team is passion. My passion as a professional public servant and citizen of Kennewick is radiant. In addition to my passion I will bring a consistent level of positivity regarding the community, the overall team and value the planning commission delivers toward building a safe and sustainable community.

Community Related Activities/Organizational Affiliations

My community related activities have predominantly revolved around the political arena and being a responsible parent. During my thirties and early forties, I spent twelve years on the Kennewick City Council and associated boards and commissions. In addition, I was a graduate of Leadership Tri-Cities class five.

Volunteer Experience

One of my most memorable volunteer experience was participating in the Mayors Blue Ribbon Committee as the facilitator. Based on multiple phases of work the process took approximately 1.5 years. During the process I worked close with the Mayor Young, City Manager Mosley and some amazing members of the community. The primary body of work is listed below.

- Identify a 20-year vision statement for the city of Kennewick Capital Facilities Plan.
- Set Priorities.
- Identify community partners.
- Recommend Path forward for 20-year capital facilities plan by December 1, 2013.
- Recommend & support other initiatives as identified that support the committee's Vision of Kennewick and the desired outcomes as developed.
- Develop and deliver a strategic capital improvement program implementation strategy.
- Complete one page documents for each project in the capital improvement program.
- Identify what funding mechanisms relate to projects.
- Strategically align funding mechanisms, year to implement, and action needed to initiate.

What interests you about this Board/Commission?

The ability to contribute to the overall quality of life of our community through planning processes is exciting. As a council member I was one of the primary champions for quality planning efforts. I also, enjoyed working in a collaborative environment with the city planning manager as we strategically looked for opportunities to build sustainability and safety into the community through solid planning initiatives. In addition, I oversee the comprehensive and CIP updates for the Richland Fire Department. So when I read the responsibilities of the Planning Commission it aligns with my passion to serve, desire to impact quality of life in our community, and produce sustainable outcomes. Plus, working in leadership roles and team environments are enjoyable for me.

Experiences related to position applied for

When I look at the primary roles, responsibilities, and team environment of the planning commission several experiences come to the forefront. The very first item is building lasting relationships with members of staff and city council from my experiences as a council member. Secondary experiences include being an active council member that excelled in the planning arena. I usually was one of the council representatives that sat in on sub area plans, design standard committees and traveled for recruitment efforts. In addition, I served on numerous committees and chaired several of them.

Why are you seeking appointment?

It is a good time in my life to get back involved in the city processes. During my time on city council I enjoyed working with the planning department. It was a passion of mine to work with planning in a productive environment as we strived to build community sustainability through quality planning efforts. Plus, I have always had an interest to serve on the planning commission since the time I was on council. Planning efforts is the foundation for building sustainability, impacting quality of life, and bringing desired outcomes to reality.

From my perspective it feels like a good fit. The right person, at the right time, and the right place.

To the best of your knowledge, would any conflict of interest be created as a result of your appointment?

My appointment will not create a conflict of interest.

What makes you a good choice for this Board/Commission?

Positive attitude, ability to lead, passion for the community, team oriented, familiarization with municipal planning, and body of work associated with the boards/commissions are areas of focus that make me a good choice for the planning commission. You can also talk to many of the senior city staff on my character and ability to serve.

Personal References

Tom Huntington, Chief of Richland Fire and Emergency Services
Paul Parrish, Kennewick City Council Member

Disclaimer and Electronic Signature Agreement*

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☒ I Agree

Electronic Signature

James L. Hempstead

Council Agenda Coversheet



Agenda Item Number	3.m.	Council Date	04/02/2019
Agenda Item Type	Boards and Commissions		
Subject	Kennewick Public Facilities District		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Manager		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

Staff recommends that Council accept the recommendation of the local agencies and reappoint Calvin Dudney to the Kennewick Public Facilities Board of Directors.

Motion for Consideration

I move to accept the recommendation of the local agencies and reappoint Calvin Dudney to the Kennewick Public Facilities Board of Directors for a four-year term to expire March 31, 2023.

Summary

RCW 35.57.010(3)(a)(ii) provides that three of the five board members of the Kennewick Public Facilities District (KPF) be appointed based upon recommendations from local agencies. The position currently held by Calvin Dudney expired March 31, 2019. Mr. Dudney has served on the KPF since it was first created in 2001 and has expressed a willingness to continue for another term.

Letters requesting endorsement were sent to the Pasco Chamber of Commerce, West Richland Chamber of Commerce, Tri-City Regional Chamber of Commerce, Hanford Atomic Metals Trade Council, TRIDEC and Visit Tr! Cities. Five agencies responded and all are in support of Mr. Dudney's reappointment to another four-year term to expire March 31, 2023.

Alternatives

None

Fiscal Impact

N/A

Through

Terri Wright
Mar 28, 12:48:14 GMT-0700 2019

Dept Head Approval

City Mgr Approval

Marie Mosley
Mar 28, 15:23:09 GMT-0700 2019

Attachments: Responses Received

☐ Recording
Required?

**Kennewick Public Facilities District
Board of Directors**

Calvin Dudney has indicated a willingness to be re-appointed to the Board of Directors of the Kennewick Public Facilities District.

☒ Cast an affirmative vote

☐ Cast a negative vote

☐ Write-in nomination _____
(Please provide completed Application Form)

PASCO CHAMBER OF COMMERCE


Colin Hastings, Executive Director 2.11.19
Date

Please respond by February 25, 2019, by mail, fax, or e-mail.

City of Kennewick
Terri L. Wright, CMC
City Clerk

PO Box 6108
Kennewick WA 99336

Fax: (509) 585-4445
E-Mail: Terri.Wright@ci.kennewick.wa.us

**Kennewick Public Facilities District
Board of Directors**

Calvin Dudney has indicated a willingness to be re-appointed to the Board of Directors of the Kennewick Public Facilities District.

X

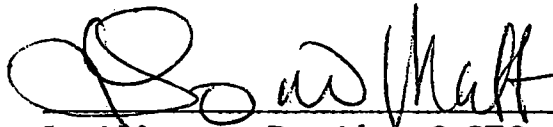
Cast an affirmative vote

Cast a negative vote

Write-in nomination _____

(Please provide completed Application Form)

TRI-CITY REGIONAL CHAMBER OF COMMERCE

 2-19-19
Lori Mattson, President & CEO Date

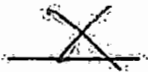
Please respond by February 25, 2019, by mail, fax, or e-mail.

City of Kennewick
Terri L. Wright, CMC
City Clerk
PO Box 6108
Kennewick WA 99336

Fax: (509) 585-4445
E-Mail: Terri.Wright@ci.kennewick.wa.us

**Kennewick Public Facilities District
Board of Directors**

Calvin Dudney has indicated a willingness to be re-appointed to the Board of Directors of the Kennewick Public Facilities District.



Cast an affirmative vote

Cast a negative vote

Write-in nomination _____

(Please provide completed Application Form)

TRIDEC

Carl Adrian, President

2-19-19

Date

Please respond by February 25, 2019, by mail, fax, or e-mail.

City of Kennewick
Terri L. Wright, CMC
City Clerk
PO Box 6108
Kennewick WA 99336

Fax: (509) 585-4445
E-Mail: Terri.Wright@ci.kennewick.wa.us

**Kennewick Public Facilities District
Board of Directors**

Calvin Dudny has indicated a willingness to be re-appointed to the Board of Directors of the Kennewick Public Facilities District.

 X Cast an affirmative vote

 Cast a negative vote

 Write-in nomination _____
(Please provide completed Application Form)

VISIT TR! CITIES


Michael Novakovich, President & CEO

2/19/19
Date

Please respond by February 25, 2019, by mail, fax, or e-mail.

City of Kennewick
Terri L. Wright, CMC
City Clerk
PO Box 6108
Kennewick WA 99336

Fax: (509) 585-4445
E-Mail: Terri.Wright@ci.kennewick.wa.us

Calvin Dudney has indicated a willingness to be re-appointed to the Board of Directors of the Kennewick Public Facilities District.

_____ Write-in nomination _____
(Please provide completed Application Form)

3-28-19
Date

Fax: (509) 585-4445
E-Mail: Terri.Wright@ci.kennewick.wa.us.

Council Agenda Coversheet 	Agenda Item Number	3.n.	Council Date	04/02/2019	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	W. 10th Avenue Widening Project				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #	P1714	Permit #		Quasi-Judicial	☐	
	Department	Public Works					

Recommendation

That City Council authorize the Mayor to sign a Local Agency Agreement and Project Prospectus with the Washington State Department of Transportation for the W. 10th Avenue Widening Project.

Motion for Consideration

I move to authorize the Mayor to sign a Local Agency Agreement and Project Prospectus with the Washington State Department of Transportation for the W. 10th Avenue Widening Project.

Summary

Staff was successful in acquiring Federal Funding for construction through the Surface Transportation Program (STP), which is disbursed through the Benton-Franklin Council of Governments (BFCOG) and administered by Washington State Department of Transportation (WSDOT). The project involves widening the south side of W.10th Avenue from S. Joliet St. to S. Columbia Center Blvd. The contracted work will complete the 3-lane road including bike lanes, curb, gutter, sidewalk, storm drainage, sewer and water utilities, illumination, cast-in-place retaining walls and HMA overlay.

The project cost is estimated at \$1,589,625.00 for all of the roadway improvements. City sewer and water improvements, which are not covered by the STP program, will be paid for through the Water/Sewer Fund.

Alternatives

None recommended.

Fiscal Impact

Federal Surface Transportation Program (STP) Grant - \$1,279,335.00
City Match from Urban Arterial Street Fund (103 Account) - \$310,290.00

Through	Heath Mellotte Mar 26, 16:25:09 GMT-0700 2019	Attachments: 
Dept Head Approval	Cary Roe Mar 27, 09:22:54 GMT-0700 2019	
City Mgr Approval	Marie Mosley Mar 28, 15:26:50 GMT-0700 2019	
		☐ Recording Required?



Local Agency Federal Aid Project Prospectus

	Prefix	Route	()	Date	3/25/2019
Federal Aid Project Number	STPUL	3408		DUNS Number	040187544
Local Agency Project Number	P1714-19	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001253
Agency City of Kennewick		CA Agency ☒ Yes ☐ No	Federal Program Title ☒ 20.205 ☐ Other		
Project Title W. 10th Ave Widening - Joliet St. to CC Blvd		Start Latitude N -119d14'00" End Latitude N -119d13'20"		Start Longitude W 46d12'01" End Longitude W 46d11'57"	
Project Termini From-To Joliet St. Columbia Center Blvd		Nearest City Name Kennewick		Project Zip Code (+4) 99338	
Begin Mile Post	End Mile Post	Length of Project 0.54		Award Type ☒ Local ☐ Local Forces ☐ State ☐ Railroad	
Route ID 140000580	Begin Mile Point	End Mile Point	City Number 0610	County Number 03	County Name Benton
WSDOT Region South Central Region	Legislative District(s) 8		Congressional District(s) 4		Urban Area Number 4

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
P.E.	\$ 61,700	\$ 61,700	\$ 0	January	2018
R/W	\$ 110,000	\$ 110,000	\$ 0	July	2018
Const.	\$ 1,589,600	\$ 310,300	\$ 1,279,300	June	2019
Total	\$ 1,761,300	\$ 482,000	\$ 1,279,300		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 23-feet	Number of Lanes 2
--------------------------	----------------------

Two (2) travel lanes only, one (1) travel lane east bound and one (1) travel lane west bound. The lanes are narrow and do not allow for safe bicycle travel in both directions. One side of the street has sidewalk.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Widen south side of 10th Avenue to complete 3-lane road, with bike lane, curb, gutter, sidewalk, storm drainage, illumination and HMA Overlay.

Local Agency Contact Person Ryan Durham		Title Engineering Technician III		Phone (509) 585-4385	
Mailing Address 210 West 6th Avenue, PO Box 6108		City Kennewick		State WA	Zip Code 99336
Project Prospectus	By _____ Approving Authority				
	Title Cary M. Roe, PE, Public Works Director				Date

Agency City of Kennewick	Project Title W. 10th Ave Widening - Joliet St. to CC Blv	Date 3/25/2019
-----------------------------	--	-------------------

Type of Proposed Work

Project Type (Check all that Apply)			Roadway Width 44-feet	Number of Lanes 3
☐ New Construction	☐ Path / Trail	☒ 3-R		
☒ Reconstruction	☐ Pedestrian / Facilities	☐ 2-R		
☐ Railroad	☐ Parking	☐ Other		
☐ Bridge				

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☐ Principal Arterial	☐ Principal Arterial
	☒ Urban	☒ Minor Arterial
	☐ Rural	☐ Collector
	☐ NHS	☐ Major Collector
	☐ Minor Collector	☐ Minor Collector
	☐ Local Access	☒ Local Access
Terrain	☐ Flat ☒ Roll ☐ Mountain	☐ Flat ☒ Roll ☐ Mountain
Posted Speed	40	25
Design Speed	45	25
Existing ADT	12,681	
Design Year ADT	15,473	
Design Year	2040	
Design Hourly Volume (DHV)	1,547	

Performance of Work

Preliminary Engineering Will Be Performed By City of Kennewick	Others 0 %	Agency 100 %
Construction Will Be Performed By Lowest bid Contractor	Contract 100 %	Agency 0 %

Environmental Classification

☐ Class I - Environmental Impact Statement (EIS)	☒ Class II - Categorically Excluded (CE)
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement	☒ Projects Requiring Documentation (Documented CE)
☐ Class III - Environmental Assessment (EA)	
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations

None.

Agency City of Kennewick	Project Title W. 10th Ave Widening - Joliet St. to CC Blv	Date 3/25/2019
-----------------------------	--	-------------------

Right of Way

☐ No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way.	☒ Right of Way Needed ☒ No Relocation ☐ Relocation Required
---	---

Utilities ☐ No utility work required ☐ All utility work will be completed prior to the start of the construction contract ☒ All utility work will be completed in coordination with the construction contract	Railroad ☒ No railroad work required ☐ All railroad work will be completed prior to the start of the construction contract ☐ All the railroad work will be completed in coordination with the construction contract
---	---

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

City will coordinate with local PUD, telecommunications, cable and irrigation for utility relocations and adjustments.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

Remarks

None.

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency Mayor Don Britain, City of Kennewick

Date

By _____
Mayor/Chairperson



**Washington State
Department of Transportation**

Agency City of Kennewick

Address PO Box 6108
Kennewick, WA 99336-0108

Local Agency Agreement

CFDA No. 20.205

(Catalog or Federal Domestic Assistance)

Project No.

Agreement No.

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name W. 10th Ave Widening - Joliet St. to Columbia Center Blvd

Length 0.54

Termini Joliet St. to Columbia Center Blvd

Description of Work

Widen south side of 10th Avenue to complete 3-lane road, with bike lane, curb, gutter, sidewalk, storm drainage, illumination and HMA Overlay.

Project Agreement End Date 12/31/2022

Proposed Advertisement Date 5/6/2019

Claiming Indirect Cost Rate

☒ Yes ☐ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE				
0	%			
	a. Agency			
	b. Other Consultant			
Federal Aid	c. Other			
Participation	d. State			
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	\$ 0.00	\$ 0.00	\$ 0.00
Right of Way	f. Agency			
0	%			
	g. Other Consultant			
Federal Aid	h. Other			
Participation	i. State			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	\$ 0.00	\$ 0.00	\$ 0.00
Construction	k. Contract	\$ 1,475,000.00	\$ 199,125.00	\$ 1,275,875.00
86.5	%			
	l. Other			
	m. Other			
Federal Aid	n. Other Agency Non-participatin	\$ 110,625.00	\$ 110,625.00	
Participation	o. Agency	\$ 0.00	\$ 0.00	\$ 0.00
Ratio for CN	p. State	\$ 4,000.00	\$ 540.00	\$ 3,460.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	\$ 1,589,625.00	\$ 310,290.00	\$ 1,279,335.00
	r. Total Project Cost Estimate (e+j+q)	\$ 1,589,625.00	\$ 310,290.00	\$ 1,279,335.00

Agency Official

By

Title Mayor Don Britain, City of Kennewick

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S. C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

Council Agenda Coversheet 	Agenda Item Number	3.o.	Council Date	04/02/2019	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	2019 City-Wide Asphalt Restoration				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #	P1911-19	Permit #		Quasi-Judicial	☐	
	Department	Public Works					

Recommendation

That City Council award Contract P1911-19 (2019 City-Wide Asphalt Restoration), to Inland Asphalt Company, in the amount of \$1,500,000.00, plus a 10% contingency amount of \$150,000.00, for a total amount of \$1,650,000.00.

Motion for Consideration

I move to award Contract P1911-19 (2019 City-Wide Asphalt Restoration), to Inland Asphalt Company, in the amount of \$1,500,000.00, plus a 10% contingency amount of \$150,000.00, for a total amount of \$1,650,000.00.

Summary

Three (3) bids were received on March 26, 2019 at 10:00 a.m.

Inland Asphalt Company	\$ 1,500,000.00
Central Washington Asphalt	\$ 1,676,344.08
Granite Construction Company	\$ 1,780,294.04

Engineer's Estimate: \$ 1,817,017.72

This project includes the Hot Mix Asphalt (HMA) improvements of the following streets: S. Kellogg Street (W. 10th Ave. to the KID Canal Crossing), S. Union Street (W. Clearwater Ave. to W. 10th Ave.), and W. 10th Ave. (S. Quincy Place to S. Garfield St.). There will also be resurfacing on the West Canal Drive bridge deck at N. Carmichael Drive. Work will involve lowering of existing utilities, planing (grinding) as called for on the plans, HMA overlay, minor waterline installation, concrete sidewalk ramp upgrades, pavement lane striping and markings and other related work.

State law requires that we award contracts to a responsible bidder with the lowest responsive bid. We have reviewed all bids and determined them all to be responsive. We are recommending award of this project to Inland Asphalt Company, who we have determined to be a responsive bidder with the lowest responsive bid.

Alternatives

None recommended.

Fiscal Impact

Contract Budget: Arterial Street Fund
2019 Local Pavement Preservation (102.010.595.30.63.12): \$1,650,000.00

Through	Heath Mellotte Mar 26, 15:48:42 GMT-0700 2019	Attachments: 
Dept Head Approval	Cary Roe Mar 27, 09:24:18 GMT-0700 2019	
City Mgr Approval	Marie Mosley Mar 28, 15:13:51 GMT-0700 2019	

☐ Recording Required?

Council Agenda Coversheet 	Agenda Item Number	3.p.	Council Date	04/02/2019	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	CourseCo Management Agreement Addendum 1				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #		Permit #		Quasi-Judicial	☐	
	Department	Employee & Community Relations					

Recommendation

Staff recommends that Council authorize the Mayor to sign the Golf Course Management Addendum No. 1 with CourseCo d/b/a Kennewick Golf Corporation.

Motion for Consideration

I move to authorize the Mayor to sign the Golf Course Management Agreement Addendum No. 1 with CourseCo d/b/a Kennewick Golf Corporation.

Summary

Staff met with CourseCo to discuss the restaurateur opportunity at Columbia Park Golf Course. After several meetings, it was mutually agreed that the City would seek an established restaurant with a local following, to allow for maximum success as we open the newly built clubhouse, Columbia River Landing.

CourseCo had specific rights to all concessions and beverage services. They have agreed to the attached Addendum, relinquishing their rights to the food and beverage service, in an effort to allow the city to seek local providers.

Alternatives

None recommended

Fiscal Impact

None at this time.

Through	Terry Walsh Mar 28, 14:29:24 GMT-0700 2019	Attachments: 
Dept Head Approval	Terry Walsh Mar 28, 14:29:48 GMT-0700 2019	
City Mgr Approval	Marie Mosley Mar 28, 15:28:33 GMT-0700 2019	
		☐ Recording Required?

ADDENDUM NO. 1
AMENDING
GOLF COURSE MANAGEMENT AGREEMENT
BETWEEN
THE CITY OF KENNEWICK
AND
KENNEWICK GOLF CORPORATION

THIS MODIFICATION TO THE MANAGEMENT AGREEMENT for the Columbia Park Golf Course is made and entered into this ____ day of March, 2019, by and between the CITY OF KENNEWICK, a Washington municipal corporation, hereinafter referred to as “City”, and Kennewick Golf Corporation, hereinafter referred to as “Operator.”

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, it is agreed as follows:

Section 1. The Parties agree that the terms contained in section 3.07 of the Agreement pertaining to Food and Beverage Services are hereby repealed and the following provisions substituted to read as follows:

The City shall have the right and responsibility to provide food and beverage services at the Golf Course Club house, the food and beverage service may include the operation of a snack bar, restaurant or full service bar.

Section 2. All other terms and conditions contained in the Golf Course Management Agreement dated November 17, 2015 not specifically amended above or inconsistent with the terms as amended above, shall remain in full force and effect.

CITY OF KENNEWICK

Attest:

By: _____
DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

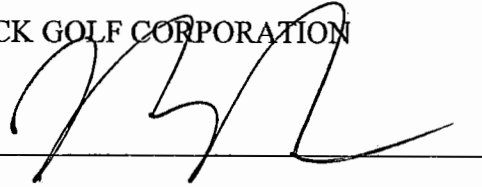
Approved as to form:

JESSICA FOLTZ, Assistant City Attorney

OPERATOR

KENNEWICK GOLF CORPORATION

By: _____

A handwritten signature in black ink, appearing to be 'JSL', is written over a horizontal line.

Council Agenda Coversheet



Agenda Item Number	5.a.	Council Date	04/02/2019
Agenda Item Type	Ordinance		
Subject	Kennewick Housing Authority Density Exception		
Ordinance/Reso #	5804	Contract #	
Project #		Permit #	
Department	Planning		

Consent Agenda	☐
Ordinance/Reso	☒
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

KHA is a critical partner and provides the community valuable services, based on the success of the Nueva Vista I and II residential development staff recommends granting the additional density request.

Motion for Consideration

I move to adopt Ordinance 5804.

Summary

The city has received a request from the Kennewick Housing Authority (KHA) to increase the allowed density on a recently purchased property at 128 East 13th Avenue. The subject parcel is 1.04 acres in size. The existing zoning of the property is Residential, Medium that allows up to 13 dwelling units per acre; therefore under existing zoning 13 units can be placed on the property. The KHA is requesting an exception to the density allowance for 3 additional dwelling units (for a total of 16 units) under the provisions of Chapter 35.83, Revised Code of Washington also known as the Housing Cooperation Law.

KHA's original request indicates the allowed density is 15 units, which was based on an incorrect parcel size estimate. The survey revealed the parcel is 1.04 acres in size that would allow 13 units outright, KHA's request remains at 3 additional units over the 13 allowed under the RM zoning.

The target population for the proposed units will be small homeless families, homeless veterans and persons with disabilities who are homeless. In 2016 KHA made a similar request of Council for the Nueva Vista II development, which Council approved. The proposed housing is described as "micro homes" that will be smaller footprint homes and will be a variety of efficiency, one and two bedroom units. KHA also indicates the units will be a mix of single unit and duplex (2 unit structures). The units will include a bathroom, kitchen, living and sleeping spaces that meet federal Housing and Urban Development (HUD) standards as well as Washington State's Evergreen Sustainable Design Standards. KHA has not decided if the units will be built on site or factory-built. The financing for the proposed housing is outlined in the attached KHA request.

Alternatives

Grant fewer additional units (1 or 2) rather than the 3 requested.

Fiscal Impact

None.

Through
Dept Head Approval
City Mgr Approval

Gregory McCormick
Mar 27, 11:23:08 GMT-0700 2019

Marie Mosley
Mar 29, 14:28:21 GMT-0700 2019

Attachments: Ordinance
KHA Request
Presentation

☐ Recording
Required?

CITY OF KENNEWICK
ORDINANCE NO. 5804

AN ORDINANCE RELATING TO THE KENNEWICK HOUSING
AUTHORITY'S REQUEST FOR AN EXCEPTION FOR KENNEWICK
MICRO HOMES LOCATED AT 128 EAST 13TH AVENUE

WHEREAS, the Kennewick Housing Authority recently purchased the property located at 128 East 13th Avenue; and

WHEREAS, the Kennewick Housing Authority plans to construct housing focused on vulnerable homeless populations; and

WHEREAS, the Kennewick Housing Authority is applying for Benton/Franklin County funds and State Housing Trust funds for this project; and

WHEREAS, zoning for the subject property is Residential, Medium (RM) which allows 13 dwelling units per acre; and

WHEREAS, the parcel is 1.04 acres which will limit the maximum number of units to 13; and

WHEREAS, the Kennewick Housing Authority has requested they be allowed to build 16 units, three (3) more units than currently allowed in Residential, Medium Density zoning at 128 East 13th Avenue; and

WHEREAS, the Housing Cooperation law (Chapter 35.83 RCW) provides authority to the Kennewick City Council for the purposes of aiding and cooperating in the planning and construction of housing projects within the City, to grant an exception from zoning ordinances; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The Kennewick Housing Authority is granted an exception from the limit on the maximum number of units for its property located at 128 East 13th Avenue for the purposes of constructing a 16-unit Kennewick Housing Authority complex.

Section 2. This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 2nd day of April, 2019, and signed in authentication of its passage this 2nd day of April 2019.

DON BRITAIN, Mayor

Attest:

TERRI L. WRIGHT, City Clerk

Approved as to Form:

JESSICA FOLTZ, Assistant City Attorney

ORDINANCE NO. 5804 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 3rd day of
April, 2019.

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____



Housing Authority City of Kennewick



March 6, 2019

Gregory McCormick, AICP/MURP
Community Planning Director
City of Kennewick
210 West 6th Avenue
Kennewick, WA 99336

RE: Kennewick Micro Homes

Dear Mr. McCormick:

Kennewick Housing Authority recently completed our 28 unit Nueva Vista II community across the street from Winco. As you know, we are beginning to plan for a new 100% homeless project in Kennewick.

As we discussed in our Feasibility Meeting in December, the project will be located at 128 East 13th Avenue. The community will be called Kennewick Micro Homes and all units will be smaller footprint homes and will be efficiency, one and two bedroom units. We anticipate that the units will be a mix of single family and duplex micro units. Our target populations will be small homeless families, homeless veterans, and persons with disabilities who are homeless. We hope to replicate our pilot project in the future on other sites as we demonstrate success, with a goal of eventually minimizing or eliminating the unsheltered homelessness in our community.

The units will include a bathroom and compact kitchen/living/sleeping spaces and will meet HUD Housing Quality Standards, Washington State's Evergreen Sustainable Design Standards, COK requirements, as well as additional funder requirements. Additionally, we will be seeking innovative approaches which will lessen the development costs while making the units sustainable for the long-term. We will be exploring the potential for factory-built to KHA specifications versus an on-site build. We will be exploring whether solar is feasible to cut down on energy costs. We also plan to encourage other partners to join us and bring their innovative approaches or designs to the community. We will welcome collaboration. A portion of the units will likely have project-based rental assistance vouchers attached to the unit to enhance long-term financial stability. This will allow residents the flexibility of being able to transition from project-based assistance to tenant-based assistance which will provide additional options for a portion of the residents to move to a traditionally-sized unit as families become more stable and earn more income. KHA also manages a homeownership program and we anticipate that a small portion of the residents within a few years will be able to transition into full self-sufficiency and homeownership.

KHA is aware that the Spokane Archdiocese is reportedly going to develop a 50+ unit service-enriched project in Pasco which will serve chronically homeless adults in our community. KHA is focusing our project on other vulnerable homeless populations that may not be served by the Pasco project. We do not have any plans for services on-site, but will assist residents in service referrals and self-sufficiency activities. A small office/maintenance/security building will be built on site so that KHA staff members are able to meet with residents, store supplies and maintain a security presence, if needed. We plan to have security cameras as we have incorporated at our other sites.

After our meeting with the city in December, KHA subsequently applied for an award of Benton/Franklin County 2060 funds for development and/or acquisition of our selected site. We received a \$150,000 grant award which we used to purchase the property on February 26, 2019. We have also submitted a Housing Trust Fund, Stage 1 application to the Department of Commerce and will be submitting a Housing Trust Fund, Stage 2 application in the fall. We are also exploring the availability of both CDBG and HOME Investment Partnership program funding for this project.

The parcel is zoned R6M. As I understand the zoning limitations within our city, the parcel is currently limited to a maximum build of 15 units. We would like to explore the potential to build three additional units on-site to allow us to serve three additional individuals/families. Is it possible that we could seek a waiver or variance from the City under the auspices of *Chapter 35.83 RCW Housing Cooperation Law*, so we could build three more units for a total of 18 units on this site? Please let me know if you need additional information.

I look forward to hearing from you at your earliest convenience on KHA's request. As always, it is a pleasure to work with you and your team on creating additional affordable housing opportunities in our community for families in need of safe, decent, and affordable housing options.

Sincerely,



Lona Hammer, PHM
Executive Director

C: J. Reis, KHA Development/Maintenance Director

City Council Meeting

Kennewick Housing Authority
Density Request
April 2, 2019



Background

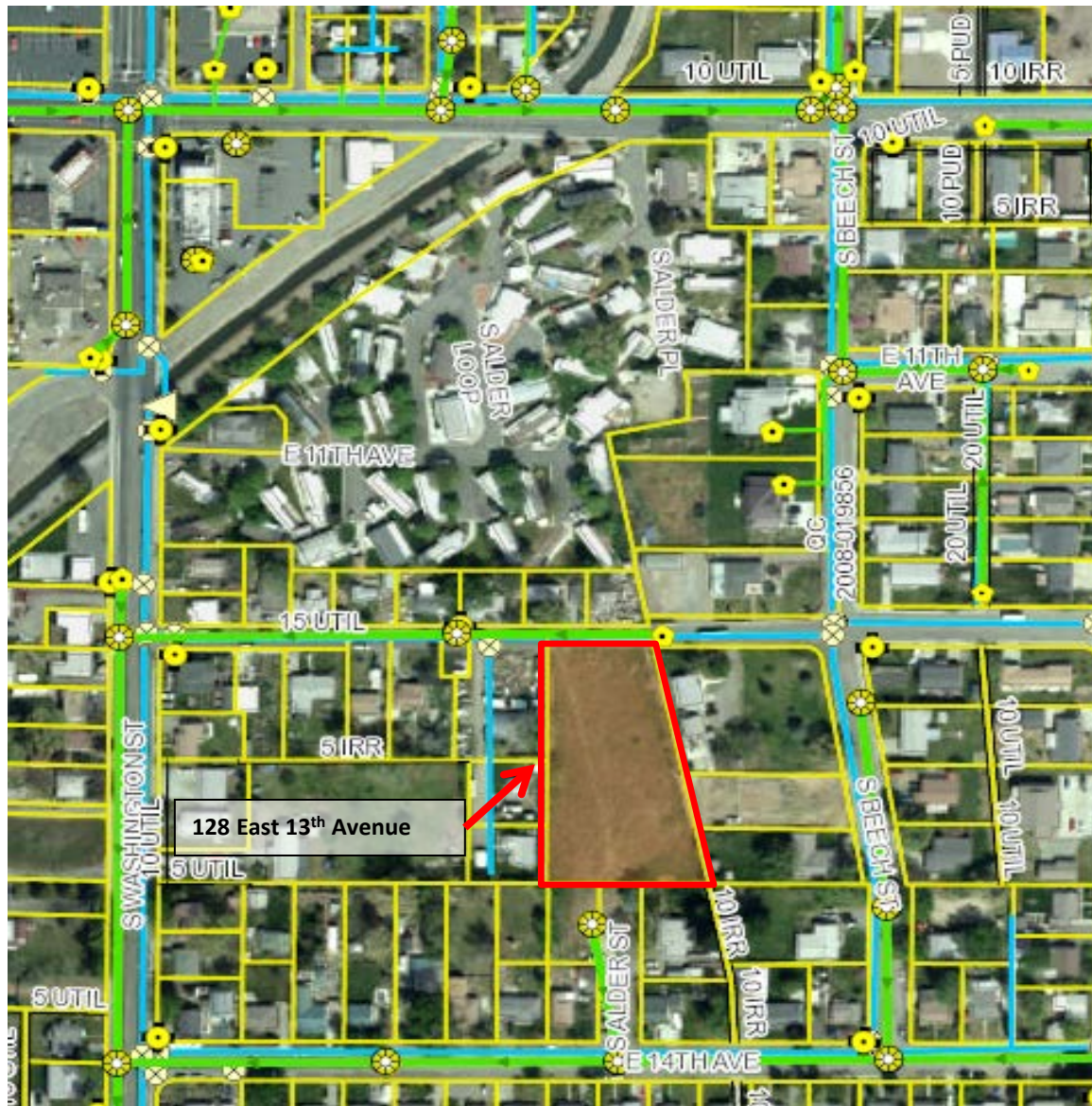
- **2/12/18 – Feasibility meeting KHA micro housing**
- **2/26/19 – KHA purchases property**
- **3/6/19 – City receives KHA additional density request**
- **3/19/19 – Brief Planning/Economic Development Committee**
- **3/26/19 – Brief Council at workshop**



Kennewick Housing Authority Request

- **Location: 128 E. 13th Avenue**
- **Parcel Size: 1.04 acres**
- **Existing Zoning: Residential, Medium – RM**
- **Surrounding Zoning: Residential, Medium; Residential, High**
- **Allowed Density: 13 units**
- **Proposed Density: 3 additional units – total of 16 units**
- **Purpose: Micro homes**
- **Small office/maintenance/security building on site**
- **Similar request to Nueva Vista II (2016)**





Questions?



KENNEWICK
WASHINGTON

Council Agenda Coversheet



Agenda Item Number	5.b.	Council Date	04/02/2019
Agenda Item Type	Ordinance		
Subject	KMC 1.40 Public Records Policy Update		
Ordinance/Reso #	5805	Contract #	
Project #		Permit #	
Department	Management Services		

Consent Agenda	☐
Ordinance/Reso	☒
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

Staff recommends that the City Council adopt the proposed updates to the Public Records Policy by adopting Ordinance 5805.

Motion for Consideration

I move to adopt Ordinance 5805.

Summary

The City has been working diligently to improve the public records request process for our customers. In the 2019/2020 biennial budget Council approved the formation of a new public records unit which consolidated processing of police public records requests with city public record requests. Staff has been working since January 2019 to implement this unit. The updates to KMC 1.40.030(2) and 1.40.030(6) reflect the changes to the points of contacts for requests.

Alternatives

None

Fiscal Impact

NA

Through	Terri Wright Mar 28, 07:59:56 GMT-0700 2019
Dept Head Approval	Christina Palmer Mar 28, 09:57:22 GMT-0700 2019
City Mgr Approval	Marie Mosley Mar 28, 15:47:34 GMT-0700 2019

Attachments: Ordinance

☐ Recording
Required?

CITY OF KENNEWICK
ORDINANCE NO. 5805

AN ORDINANCE REQUESTS FOR ACCESS TO OR COPIES OF CITY
RECORDS AND AMENDING SECTION 1.40.030 OF THE KENNEWICK
MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS
FOLLOWS:

Section 1. Section 1.40.030 of the Kennewick Municipal Code, be, and the same hereby is,
amended to read as follows:

1.40.030: - Agency Description—Contact Information—Public Records Officer.

- (1) Any person wishing to request access to public records of the City, or seeking assistance in making such a request, shall contact the City's Public Records Officer.
- (2) The Public Records Officer will oversee compliance with the Act but may designate other City staff members who may process requests for public records. For Police records, the Public Records Officer has designated the Public Records Specialist~~Police Record's Supervisor~~.
- (3) The Public Records Officer or designee(s) will provide the fullest assistance to requestors; ensure that public records are protected from damage or disorganization; and prevent fulfilling public records requests from causing excessive interference with essential functions of the City.
- (4) When using these Rules, references to the Public Records Officer should be interpreted to also include his/her designees.
- (5) Requests for records other than Police records. Requests to inspect or copy any records maintained by the City, other than Police records, should be made to the Public Records Officer at:

City of Kennewick
Public Records Officer - City Clerk's Office
Public Records Request Center - (as the primary and preferred method)
210 West 6th Avenue
P.O. Box 6108
Kennewick, WA 99336
Telephone: (509) 585-4578
Fax: (509) 585-4445
Email: PRRequest@ci.kennewick.wa.us

- (6) Requests for Police Records. Requests to inspect or copy records maintained by the City's Police Department shall be made to the Public Records Specialist~~KPD Records~~ at:

Kennewick Police Department
Public Records Request Center - (as the primary and preferred method)

211 West 6th Avenue
P.O. Box 6108
Kennewick, WA 99336
Telephone: (509) 585-4208
Fax: (509) 582-9528
Email: PolicePDR@ci.kennewick.wa.us uskpinfo@ci.kennewick.wa.us

- (7) Internet access to records. Many records are also available on the City of Kennewick website. Requestors are encouraged to preserve taxpayer resources by viewing documents available on the website prior to submitting a public records request. In accordance with RCW 42.56.520(2) the City may satisfy its obligation by providing an internet address and link on the agency's web site to the specific records requested.
- (8) A computer kiosk is located in the lobby of City Hall and provides customers with direct access to the Public Records Request Center. City staff members are available to assist customers with this service.
- (9) The "City" does not include the Kennewick Public Facilities District, the Kennewick Housing Authority, or any other independent body. Requests of those agencies will not be coordinated via the City of Kennewick's Public Records Officer and shall be made directly to those agencies by the requestor.

([Ord. 5805 Sec. 1, 2019](#); Ord. 5708 Sec. 1 (part), 2017)

Section 2. This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 2nd day of April, 2019, and signed in authentication of its passage this 2nd day of April, 2019.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5805 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 3rd day of
April, 2019.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

Council Agenda Coversheet



Agenda Item Number	6.a.	Council Date	04/02/2019
Agenda Item Type	Resolution		
Subject	Slope Easement Vacation - 2055 N Steptoe Street		
Ordinance/Reso #	19-04	Contract #	
Project #		Permit #	ENG-2019-00454
Department	Public Works		

Consent Agenda	☐
Ordinance/Reso	☒
Public Mtg / Hrg	☒
Other	☐
Quasi-Judicial	☐

Recommendation

Staff recommends that Council consider the request to vacate a 20ft slope easement located at 2055 N. Steptoe.

Motion for Consideration

I move to adopt Resolution 19-04.

Summary

Notice of the April 2, 2019 public hearing to consider the request to vacate a 20ft slope easement was published in the Tri-City Herald on Saturday, March 23, 2019.

Paul Knutzen with Knutzen Engineering is requesting on behalf of DBC Development, LLC the vacation of a 20 ft slope easement. Prodigy Homes is constructing (2) Office buildings and an accompanying parking lot for Prodigy Homes office. The parcel is filled in and the slope easement is no longer needed.

Affected City staff have reviewed and approved the vacation request.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Heath Mellotte Mar 27, 07:45:43 GMT-0700 2019
Dept Head Approval	Cary Roe Mar 27, 09:19:57 GMT-0700 2019
City Mgr Approval	Marie Mosley Mar 28, 15:49:33 GMT-0700 2019

Attachments:

Drawing
Deed
Resolution

☒ Recording
Required?

CITY OF KENNEWICK
RESOLUTION NO. 19-04

A RESOLUTION OF THE CITY OF KENNEWICK DECLARING SURPLUS A
PORTION OF CERTAIN SLOPE EASEMENT LYING WITHIN 2055 NORTH
STEPTOE

WHEREAS, DBC Development LLC has requested the vacation of certain slope easement located on its property; and

WHEREAS, RCW 35.94.040 provides for the disposal of surplus property originally required for public utility purposes; and

WHEREAS, notice has been published on March 23, 2019, that a public hearing would be held on this date concerning disposal of this property; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON that property originally acquired for the purpose of utility easement and described as follows:

The eastern 20.00 feet of Parcel D of Record of Survey 4031 recorded September 14, 2009, under Auditor's File No. 2009-027703,

is hereby found to be surplus to the City's needs and not required for the providing of continued services; and

BE IT FURTHER RESOLVED that the consideration to be paid for the release of this easement shall be \$50.00; and

BE IT FURTHER RESOLVED that the Mayor of the City of Kennewick is authorized to deed by quit claim to DBC Development LLC the above-described easement and deliver the same upon payment.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 2nd day of April, 2019, and signed in authentication of its passage this 2nd day of April, 2019.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 19-04 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 3rd day of April, 2019.

Approved as to Form:

JESSICA FOLTZ, Assistant City Attorney

TERRI L. WRIGHT, City Clerk

City of Kennewick
PO Box 6108
Kennewick, WA 99336

Location: 2055 N Steptoe

THE GRANTOR, CITY OF KENNEWICK, for and in consideration of mutual interest, conveys and quit claims to **DBC DEVELOPMENT, LLC** the following described slope easement situated in the County of Benton, State of Washington, together with all after acquired title of the Grantor therein:

Dated: April 2, 2019

DON BRITAIN, MAYOR

STATE OF WASHINGTON)
)ss.
COUNTY OF BENTON)

I certify that on this 2nd day of April, 2019, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Don Britain known to be the Mayor of the City of Kennewick, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated is authorized to execute said instrument.

Notary Public in and for the State of
Washington residing at _____
My Commission Expires: _____



N88°56'59"E
150.00'

N0°12'10"E
100.02'

PARCEL #: 125984000012006
SITE ADDRESS: N STEPTOE STREET
(PARCEL 'D' OF R.S. 4031
AF# 2009-027703)

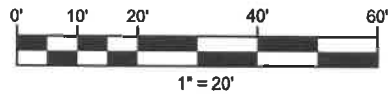
DISTANCE/BEARINGS FROM
BENTON COUNTY ROS 4031

224.94'
S88°56'59"W

(E) 20.0' SLOPE EASEMENT
AF#97-16090

100.02'
S0°12'10"W

N STEPTOE STREET



CADFILE: 19015 Vacation exhibit

NOT FOR CONSTRUCTION

SLOPE EASEMENT VACATION
EXHIBIT B

N STEPTOE AVE, KENNEWICK, WA

DESIGN	JCF
APPD	PTK
DATE	3/1/19
NO.	SK05

Council Agenda Coversheet	Agenda Item Number	6.b.	Council Date	04/02/2019	Consent Agenda	☐
	Agenda Item Type	Resolution			Ordinance/Reso	☒
	Subject	Easement Vacation - 2408 S. Vancouver Street			Public Mtg / Hrg	☒
	Ordinance/Reso #	19-05	Contract #		Other	☐
	Project #		Permit #	ENG-2019-00456	Quasi-Judicial	☐
	Department	Public Works				

Recommendation

Staff recommends that Council consider the request to vacate a 10 ft utility easement located at 2408 S. Vancouver Street.

Motion for Consideration

I move to adopt Resolution 19-05.

Summary

Notice of the April 2, 2019 public hearing to consider the request to vacate a 10ft utility easement was published in the Tri-City Herald on Saturday, March 23, 2019.

Hayden Homes is requesting the vacation of a 10ft utility easement located at Lauria Meadows. The easement is located along the west and north boundary lines of parcel 1-1189-301-0875-006. The easements are no longer needed and encumber proposed lots within Lauria Meadows preliminary plat.

Affected City staff and Utilities have reviewed and approved the vacation request.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Heath Mellotte Mar 26, 16:36:05 GMT-0700 2019	Attachments: 
Dept Head Approval	Cary Roe Mar 27, 09:21:39 GMT-0700 2019	
City Mgr Approval	Marie Mosley Mar 28, 15:52:19 GMT-0700 2019	
		☒ Recording Required?

CITY OF KENNEWICK
RESOLUTION NO. 19-05

A RESOLUTION OF THE CITY OF KENNEWICK DECLARING SURPLUS A
PORTION OF CERTAIN UTILITY EASEMENT LYING WITHIN 2408 SOUTH
VANCOUVER STREET

WHEREAS, Lauria Estates, LLC has requested the vacation of certain utility easements located on its property; and

WHEREAS, RCW 35.94.040 provides for the disposal of surplus property originally required for public utility purposes; and

WHEREAS, notice has been published on March 23, 2019, that a public hearing would be held on this date concerning disposal of this property; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON that property originally acquired for the purpose of utility easement and described as follows:

THAT PORTION OF A 10.00 FOOT WIDE UTILITY EASEMENT TO BE RELINQUISHED, AFFECTING THAT PORTION OF REVISED LOT 3, OF THE SHORT PLAT RECORDED IN VOLUME 1, OF SHORT PLATS AT PAGE 875, SAID REVISED LOT DESCRIBED IN AUDITORS FILES NUMBER 2017-020891, RECORDS OF BENTON COUNTY, WASHINGTON, THE WESTERLY AND NORTHERLY LINE OF SAID EASEMENT DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID REVISED LOT 3 THENCE NORTH 00°41'46" WEST ALONG THE WESTERLY LINE OF SAID LOT 166.03 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE NORTH 88°16'45" EAST ALONG THE NORTHERLY LINE OF SAID LOT 351.96 FEET TO THE NORTHEAST CORNER OF SAID REVISED LOT 3 AND THE POINT OF TERMINUS.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS, OF RECORD AND IN VIEW.

is hereby found to be surplus to the City's needs and not required for the providing of continued services; and

BE IT FURTHER RESOLVED that the consideration to be paid for the release of this easement shall be \$50.00; and

BE IT FURTHER RESOLVED that the Mayor of the City of Kennewick is authorized to deed by quit claim to Lauria Estates, LLC the above-described easement and deliver the same upon payment.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 2nd day of April, 2019, and signed in authentication of its passage this 2nd day of April, 2019.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 19-05 filed and recorded in the
office of the City Clerk of the City of Kennewick,
Washington, this 3rd day of April, 2019.

Approved as to Form:

JESSICA FOLTZ, Assistant City Attorney

TERRI L. WRIGHT, City Clerk

City of Kennewick
PO Box 6108
Kennewick, WA 99336

Location: S Vancouver Street Tax Parcel ID # 1-1189-301-0875-006

THAT PORTION OF A 10.00 FOOT WIDE UTILITY EASEMENT TO BE RELINQUISHED, AFFECTING THAT PORTION OF REVISED LOT 3, OF THE SHORT PLAT RECORDED IN VOLUME 1, OF SHORT PLATS AT PAGE 875, SAID REVISED LOT DESCRIBED IN AUDITORS FILES NUMBER 2017-020891, RECORDS OF BENTON COUNTY, WASHINGTON, THE WESTERLY AND NORTHERLY LINE OF SAID EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID REVISED LOT 3 THENCE NORTH 00°41'46" WEST ALONG THE WESTERLY LINE OF SAID LOT 166.03 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE NORTH 88°16'45" EAST ALONG THE NORTHERLY LINE OF SAID LOT 351.96 FEET TO THE NORTHEAST CORNER OF SAID REVISED LOT 3 AND THE POINT OF TERMINUS.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS, OF RECORD AND IN VIEW.

Dated: April 2, 2019

CITY OF KENNEWICK, WASHINGTON

DON BRITAIN, MAYOR

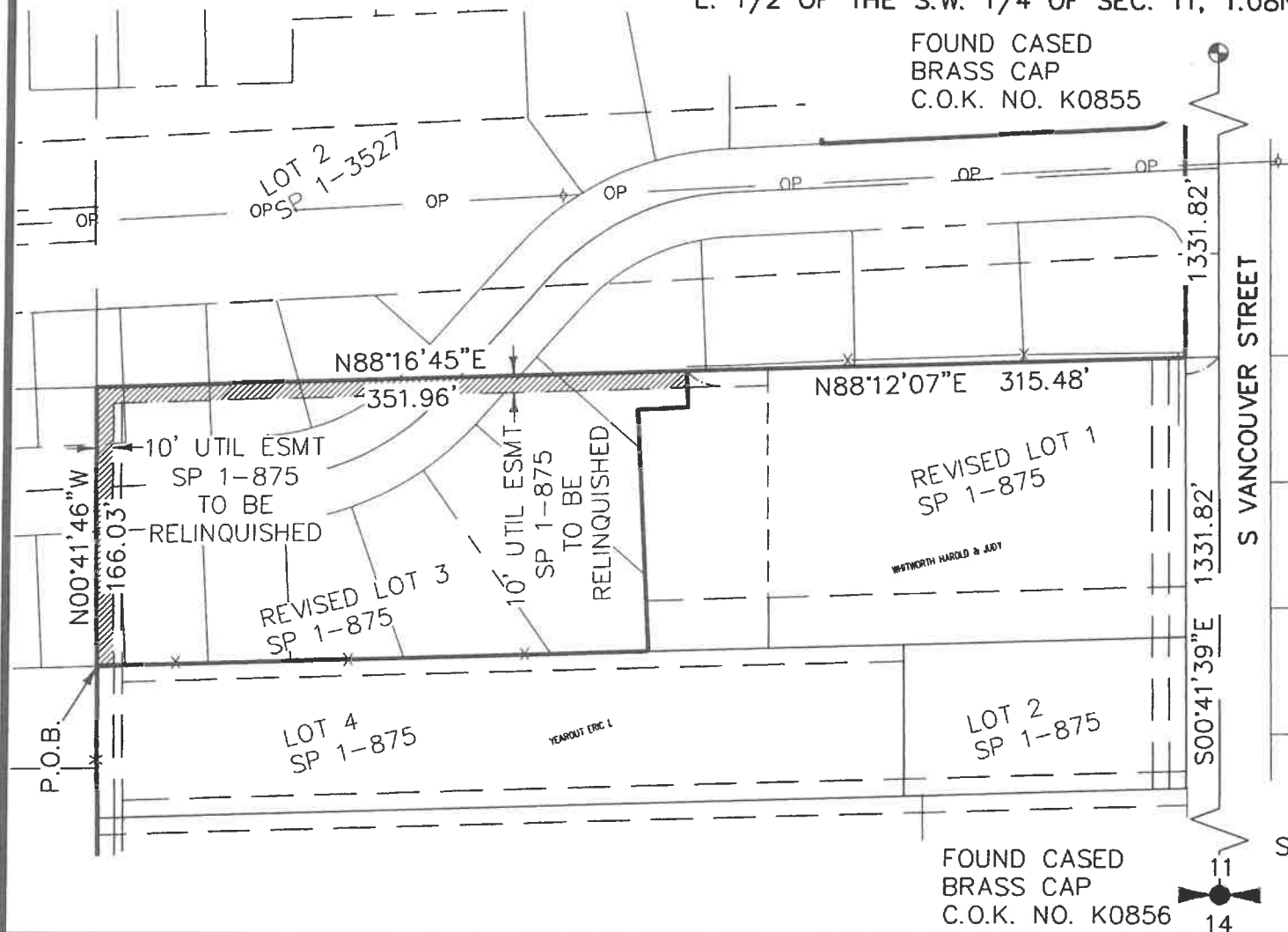
STATE OF WASHINGTON)
)ss.
COUNTY OF BENTON)

I certify that on this 2nd day of April, 2019, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Don Britain known to be the Mayor of the City of Kennewick, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated is authorized to execute said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of
Washington residing at _____
My Commission Expires: _____

FOUND CASED
BRASS CAP
C.O.K. NO. K0855



SCALE 1" = 100'

SKETCH FOR
HAYDEN HOMES



**STRATTON SURVEYING
& MAPPING, PC**

313 NORTH MORAIN STREET
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6580
stratton@strattonsurvey.com

5504SK1.DWG

DATE: 02/26/19

DRAWN BY: DCI

© 2019

SHT. 1 OF 1

JOB # 5504



City Council Meeting Schedule May 2019

May 7, 2019
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

May 14, 2019
Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. Port of Kennewick Partnership
2. Benton-Franklin Recovery Coalition Update

May 21, 2019
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

May 28, 2019
Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. 2019 AWC Elected Officials Essential Webinar
(Public Sector Resource Management)

To assure disabled persons the opportunity to participate in or benefit from City services, please provide twenty-four (24) hour advance notice for additional arrangements to reasonably accommodate special needs.

Please be advised that all Kennewick City Council Meetings are Audio Taped

May 3/26/19