

RESOLUTION NO. 2916

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A FOUR-PAGE SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT WITH VISION MUNICIPAL SOLUTIONS, LLC, RELATED TO THE WATER SERVICE METER IMPROVEMENTS PROJECT

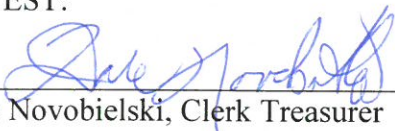
WHEREAS, the City desires to upgrade the Vision Utility Billing Software as part of the City's Water Service Meter Improvements Project; and

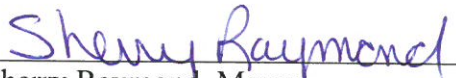
WHEREAS, a four-page Software License and Professional Services Agreement has been prepared for such upgrade by Vision Municipal Solutions, LLC, at a total cost of \$11,500.00, and the terms are acceptable to City staff;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign a four-page Software License and Professional Services Agreement with Vision Municipal Solutions, LLC, at a total cost of \$11,500.00 for upgrading the Vision Utility Billing Software that the City uses.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 10th day of May, 2022.

ATTEST:


Dale Novobielski, Clerk Treasurer

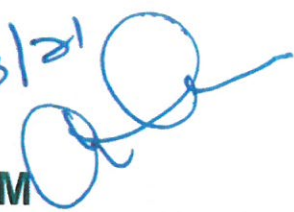

Sherry Raymond, Mayor

APPROVED AS TO FORM:


Rob Case, City Attorney



*approved
 9/28/21*



PWB LOAN SCOPE CHANGE REQUEST FORM

Name of Jurisdiction:

City of Selah

Loan Number:

PC22-96103-046

Project Title:

Water Service Meter Improvements

Loan Amount:

\$2,500,000, revised to **\$1,600,000**

The following is the information provided to us in your application. If there are any changes to your Scope of Work and/or your Budget please provide us with your revised information. Construction and Emergency projects need to complete the Performance Measure section/table below. Construction projects also need to complete the Engineer's Certification. This information will then be used to process your loan contract.

Project Title:

Water Service Meter Improvements

Scope of Work (original):

The Water Service Meter Improvements project replaces approximately 2,800 existing direct-read water meters with new radio read meters, and installs automatic meter reading (AMR), or advanced metering infrastructure (AMI). The project also replaces existing meter boxes as needed, and installs data collectors, repeaters, antennas, and other required infrastructure at existing City-owned facilities. The project also completes a propagation study and analysis to determine if existing sites are adequate to cover the City's service area.

Scope of Work (revised):

The Water Service Meter Improvements project includes replacement of approximately 2,800 existing direct-read water meters with new radio read meters, and installation of an advanced metering infrastructure (AMI) system. The project also includes replacement of existing meter box lids as required for compatibility with the selected AMI meter system. Existing meter boxes will be replaced in locations where replacement lid sizes are not available and/or to replace damaged boxes, as funding allows. A propagation study and analysis will be completed to determine locations for AMI system collectors, repeaters, and/or antennas required for adequate coverage of the City's service area. The City may also evaluate and consider the use of cellular AMI system

deployment as an option to reduce O&M costs and/or improve coverage.

The project costs may include but are not limited to engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, bid documents and construction. The project needs to meet all applicable Local, State, and/or Federal standards.

Reason for Scope Change:

At the time of application, it was thought that a significant portion (at least 50%) of the City's meter boxes and lids would have to be replaced for successful completion of the meter replacement project, including concrete and asphalt surfacing repairs. Through further evaluation and initial discussion with meter system manufacturers, it was determined the work can be accomplished with replacement of incompatible meter box lids alone. Only a small quantity of meter boxes without available lid sizes may need to be replaced.

Engineer Certification (Construction Projects Only)

Name of Jurisdiction:

City of Selah

Loan Number:

PC22-96103-046

Project Title:

Water Service Meter Improvements

The term of this loan will be based on an engineer's certification of the expected useful life of the improvements, as stated below, or 20 years, whichever is less. If the local government prefers the term of its loan to be less than either 20 years or the useful life of the improvements, the preferred loan term should be indicated here: **24** years.

I, Justin Bellamy, PE, licensed engineer, certify that the average expected useful life for the improvements described above is **24** years.

Signed:



Digitally signed by Justin Bellamy
Date: 2021.09.28 15:18:47 -07'00'

Name:

Justin Bellamy, PE

Date:

September 28, 2021

Telephone:

509-966-7000

Professional Engineer License Number: 46336

CITY OF SELAH

9/21/2021

Water Service Meter Improvements
 HLA Project No. 21006G
ENGINEER'S ESTIMATE

PRELIMINARY

Item No.	Description	Unit	Unit Cost	Overall Quantity	Overall Cost
1	Meter Data Collection Equipment, Software, Onsite Training, Support Services, 1-Yr Annual Software Fee	LS	\$100,000.00	1	\$100,000.00
2	3/4-Inch Ultrasonic Meter and MIU	EA	\$220.00	2,550	\$561,000.00
3	1-Inch Ultrasonic Meter and MIU	EA	\$320.00	100	\$32,000.00
4	1-1/2-Inch Ultrasonic Meter and MIU	EA	\$620.00	35	\$21,700.00
5	2-Inch Ultrasonic Meter and MIU	EA	\$820.00	70	\$57,400.00
6	Type A (15-in round) Lid Replacement	EA	\$90.00	87	\$7,830.00
7	Type C (11x18 concrete) Lid Replacement	EA	\$100.00	274	\$27,400.00
8	Type E (14x23 ductile iron) Lid Replacement	EA	\$110.00	1,338	\$147,180.00
9	Type E-XL (17x30 ductile iron) Lid Replacement	EA	\$180.00	97	\$17,460.00
10	Type D and F Meter Box and Lid Replacement	EA	\$240.00	326	\$78,240.00
Construction Cost Subtotal					\$1,050,210.00
Sales Tax 8.3%					\$87,170.00
Subtotal incl. Tax					\$1,137,380.00
Contingency 20%					\$227,480.00
Construction Subtotal Incl. Contingency					\$1,364,860.00
Engineering and Administration					\$220,000.00
Environmental Review					\$5,000.00
Vision Billing Software Replacement					\$12,000.00
Total Estimated Project Cost					\$1,601,860.00



Vision Municipal Solutions, LLC

PO Box 28429

Spokane, WA 99228

Phone (509) 315-8845

Website: www.visionms.net Email: sales@visionms.net

Vision Software and Professional Services for:

The City of Selah

Software:

Vision Utility Billing - Version 2.0
Vision Service Orders for UB2
VisDocs (Single Instance)
Vision Reporting Services
Total Software

Cost

\$5,000.00
\$2,500.00
\$1,500.00
Included
\$9,000.00

Software Assurance

No Increase³
\$500.00
\$300.00
Included
\$800.00

Professional Services:

Electronic Conversion of Utilities Data
Remote Training
Total Professional Services

\$2,000.00
\$500.00
\$2,500.00

GRAND TOTAL \$11,500.00

Contract Notes:

1. Microsoft SQL Server 2017 Standard Edition or higher is required for Software. If the Licensee owns Microsoft SQL Server, this can be set up for Software. If Licensee needs to purchase Microsoft SQL Server 2019, the approximate cost is \$900 for the initial license and \$250 for each additional user.
2. Sale of Software is subject to the below described Software License Agreement.
3. There will be no additional cost added to your Vision Utilities Base Software Assurance amount.



Vision Municipal Solutions, LLC

PO Box 28429

Spokane, WA 99228

Phone (509) 315-8845

Website: www.visionms.net Email: sales@visionms.net

Software License Agreement between the City of Selah and Vision Municipal Solutions, LLC

This Software License Agreement ("Agreement") is made by and between **Vision Municipal Solutions, LLC** ("Developer") and the City of Selah ("Licensee").

Developer has developed and licenses to users its Software programs marketed and sold under the name "Vision Utility Billing 2.0," "Vision Service Orders," "VisDocs", and/or "Vision Reporting Services" (collectively, "Software").

Licensee desires to utilize a copy of the Software.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

1. License:

Developer hereby grants to Licensee a perpetual, non-exclusive, non-transferable, and irrevocable license to use the Software at the City of Selah, on the terms, and subject to the conditions, set forth herein.

2. Restrictions:

Licensee shall not modify Software source code, duplicate, copy or reproduce Software, transfer, or convey Software, or any right in Software, to any third party without the express, prior written consent of Developer. Notwithstanding the foregoing, Licensee may make copies of Software for backup or archival purposes.

3. License Fee:

For and in consideration for the grant of the herein license and the use of Software, Licensee agrees to pay Developer the sum of \$9,000.00 plus all applicable sales or use tax.

4. Warranty:

A. Developer hereby represents and warrants to Licensee that Developer is the sole owner of the Software or otherwise has the right to grant to Licensee the rights to use Software.

B. For a period of one year (365 days) following the installation of Software to Licensee, Developer warrants that Software shall perform in all material respects according to Developer's specifications. In the event of any breach or alleged breach of this warranty, Licensee's sole and exclusive remedy shall be that Developer shall correct Software so that it operates according to the warranty. This warranty shall not apply if (i) Software is in anyway modified by Licensee, (ii) if Software is used improperly, including, without limitation, improper data entry, (iii) Software is not used with appropriate computer equipment, or (iv) if Software is used on operating systems or environments not approved by Developer.



5. Annual Software Assurance Program Schedules:

The Software Assurance Program includes telephone support, email support, and on-line programs provided by Developer and product updates and enhancements to include any standard reports added to the system. Licensee will be required to have a high-speed internet connection for Software updates and allow Developer the right to remote access for program updates and maintenance work when required. As part of the Software Assurance Program, Developer shall provide to Licensee any new, corrected, or enhanced versions of Software as created by Developer. Such enhancements shall include, but shall not be limited to, all modifications to Software that increase the performance, efficiency, or ease of use of the Software, or add additional capabilities or functionality to the Software. "Enhancements" do not include any customizations to Software requested by Licensee, which shall be quoted on a per-job basis at Developer's then hourly rate (currently, \$125.00 per hour, but such rate is subject to change).

Developer shall bill Licensee on an annual basis, payable in advance, for the Software Assurance Program, at Developer's then current rates.

6. Payment and acceptance:

Payment for Software, hardware, and installation services shall be made by Licensee after all items contracted for have been delivered and Licensee has deemed all Software, hardware, and installation services delivered and accepted.

7. Time Payment Schedule:

If the Licensee would like to use a payment plan for Software, please select an option below. Developer will bill Licensee in January of each year pursuant to such schedule, including then applicable sales and use tax. Licensee may at any time prepay without penalty or premium all amounts due under the payment plan.

If Licensee elects to terminate its agreement for software and services with Developer, all remaining amounts under the payment plan for Software, if any, are immediately due and payable, along with then applicable sales or use tax. The Software Assurance Program shall then immediately terminate, and Developer shall not bill Licensee for any future years, nor shall Developer refund Licensee any amounts. Payment Plan does not include applicable taxes or options.

<input type="checkbox"/>	<p style="text-align: center; color: red;">No Financing Requested</p>	<input type="checkbox"/>	<p style="text-align: center; color: red;">2 Year Payment Plan</p> <p>Software Financed \$9,000 $\\$9,000 \div 2 \text{ years} = \\$4,500$</p> <p>Professional Services \$2,500 <i>(Billed upon completion of training)</i></p> <p style="color: red;">Payment Schedule: 1st year \$7,000 + annual assurance 2nd year \$4,500 + annual assurance</p>
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8. Limitation of Liability:

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential, or other indirect damages, whether based on lost revenue or otherwise. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Licensee regardless of whether Licensee's claim is based on contract, strict liability, or product liability.

9. Installation Travel Expenses billed to the customer:

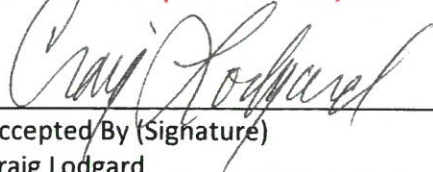
Licensee shall reimburse Developer for all travel expenses associated with the installation of Software at Licensee's site. If Developer uses Developer's vehicles (or Developer's employees use personal vehicles) Licensee shall reimburse Developer for mileage at then applicable IRS rates. If Developer (or employees of Developer) use a rental car, Licensee shall reimburse Developer for the actual rental car rate and actual gas charged. Licensee shall reimburse Developer for all per diem charges at the then current state published rate. Licensee shall reimburse Developer if Developer's employees are required to stay overnight.

10. Vision Utility Billing

- Centralized Contact Data Base
- User defined Groups & Tags
- Vision Data Core (Performance/Security)
- New Utility Reporting and Auditing
- Cash Management Integration
- Centralized Property Data Base
- Multiple Application Integration (Ex. Permits, Service Orders, Backflow, Fixed Assets etc.)
- Fully Customizable Tracking
- Streamlined Application Procedures (Move In/Out, Name and Address, Billing Interface)
- Standardized User Interface
- Optimized Navigation Interface within Application (Improved Data Entry, Streamlined Keystrokes)

Acceptance of Agreement:

Vision Municipal Solutions, LLC.



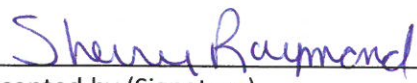
 Accepted By (Signature)
 Craig Lodgard

 Printed Name
 Managing Member

 Title:
 04/19/2022

 Date

City of Selah



 Accepted by (Signature)
 Sherry Raymond

 Printed Name
 Mayor

 Title
 May 10, 2022

 Date