



NOTICE AND CALL OF A CITY OF RIVERBANK
**SPECIAL CITY COUNCIL AND
LOCAL REDEVELOPMENT AUTHORITY MEETING**
(The City Council also serves as the LRA Board)
City Hall North Council Chambers
6707 Third Street, Suite B • Riverbank • CA 95367

AGENDA

MONDAY, NOVEMBER 10, 2014 AT 6:30 P.M.

(The agenda packet is posted at the City Clerk's office and at www.riverbank.org)

CALL TO ORDER: Mayor/Chair Richard D. O'Brien

FLAG SALUTE: Mayor/Chair Richard D. O'Brien

ROLL CALL: Mayor/Chair Richard D. O'Brien
Vice Mayor/Chair Cal Campbell
Council/Authority Member Darlene Barber-Martinez
Council/Authority Member Leanne Jones Cruz
Council/Authority Member Jeanine Tucker

CONFLICT OF INTEREST

Any Council/Authority Member or Staff who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict at this time.

1. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken)

Pursuant to Government Code in reference to a special meeting, the public has the opportunity to address the City Council/LRA Board only on items appearing on this special meeting notice. Individual comments are limited to a **maximum of 5 minutes** per person and each person may speak once during this time. Time cannot be yielded to another person.

2. CONSENT CALENDAR

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council/LRA Board unless otherwise requested by an individual Council/Authority Member for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

Item 2.A: Waive Readings. All Readings of ordinances and resolutions, except by title, are waived.

3. BUSINESS

Item 3.1: **A Resolution of the City Council of the City of Riverbank, California, Authorizing the City Manager to Execute a Contract with CivicPlus for the Design and Implementation of a New City Website and Appropriate \$11,700.00 in General Fund Reserves for the 2014-15 Fiscal Year** – It is recommended that the City Council:

1. Receive a presentation regarding the Website and Intranet Design proposal from CivicPlus.
2. Authorize the City Manager to execute an agreement with CivicPlus for the development of a new website & intranet design, including hosting services.
3. Amend the 2014/215 budget and appropriate funds from the General Fund Reserve in the amount of \$11,700 for the first year.

Item 3.2: **Advanced Funding Agreement for the Processing of the Crossroads West Specific Plan, General Plan Amendment, and Annexation and CEQA services** – It is recommended by that the City Council, by minute action, authorize the City Manager to enter into an Advanced Funding Agreement to cover staffing, legal and special consultant charges anticipated with the processing of the Crossroads West Specific Plan and Annexation proposal.

LRA Item 3.3: **Workshop Regarding the Memorandum of Agreement to the Economic Development Conveyance Application** – It is recommended that Riverbank Local Redevelopment Authority (“RLRA”) receive information in this public workshop regarding the Memorandum of Agreement (“MOA”) to the Economic Development Conveyance (“EDC”) application for transfer of the former Riverbank Army Ammunition Plant (“RAAP”).

4. CLOSED SESSION

Item 4.1: **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to Government Code § 54957.6
Agency representative: Jill Anderson, City Manager
Employee organizations: Riverbank Miscellaneous Employees
Riverbank Mid-Management Bargaining Unit
Riverbank Executive Management

LRA Item 4.2: CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: APN #062-031-007; 062-031-006; 062-008-009

Agency Negotiator: Jill Anderson, City Manager

Property Negotiator: U.S. Army

Under Negotiation: Price, terms of payment, or both

Recommendation: It is recommended that City Council / Local Redevelopment Authority consider the item(s) and provide direction to Staff.

5. REPORT FROM CLOSED SESSION

Item 5.1: Report from Closed Session on Item 4.1: **CONFERENCE WITH LABOR NEGOTIATORS**

LRA Item 5.2: Report from Closed Session on LRA Item 4.2: **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

ADJOURNMENT

The regular City Council meeting of **Tuesday, November 11, 2014, has been cancelled** due to City Offices being closed in honor of Veterans Day.

The next regular City Council meeting will be on **Tuesday, November 25, 2014, at 6:p.m.**

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted on the exterior City Hall bulletin board, next to the City Council Chamber entrance, 24 hours prior to the meeting in accordance with the Brown Act.

Dated this 6th day of November, 2014.

/s/ Annabelle H. Aguilar, CMC, City Clerk/ L R A Recorder

Notice Regarding Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (209) 863-7122. Notification 72-hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA Title II].

Notice Regarding Non-English Speakers: Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Riverbank City Council/LRA Board shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.

GENERAL INFORMATION

Meeting Schedule	The City Council Members also serve as the LRA Board Members. The Riverbank City Council/LRA Board meets in the City Hall North Council Chambers. Regular City Council meetings are held on the 2nd and 4th Tuesdays of each month at 6:00 p.m. The Local Redevelopment Authority Board meets on an "as needed" basis. Meetings are held as indicated, unless otherwise noticed.
City Council / LRA Agenda & Reports	The City Council/LRA Board agenda is posted pursuant to the California Brown Act, which only requires these agenda title pages to be posted near the entrance of the location where the meeting is to be held and, if available, on the City's website. Additional documents may be provided by the City in its efforts of transparency to keep the public well informed. The agenda packet (agenda plus supporting documents) are posted for public review at the City Clerk's Office, 6707 Third Street, Riverbank, CA and at www.riverbank.org upon distribution to a majority of the City Council/LRA Board. A subscription to receive the agenda can be purchased for a nominal fee through the City Clerk's Office.
Public Hearings	In general, a public hearing is an open consideration within a regular meeting of the City Council or a meeting of the LRA, for which special notice has been given and may be required. During a specified portion of the hearing, any resident or concerned individual is invited to present protests or offer support for the subject under consideration.
Televised / Video of Meetings	City Council/LRA meetings are televised on Charter Channel 2 and AT&T Uverse Channel 99. Video of the meeting and the schedule of replays may be seen on the City's website, under the "Action 2" Icon. (Note: Technical difficulty occurs on occasion preventing the televising or recording of the meeting.)
Questions	Contact the City Clerk at (209) 863-7122 or aaguilar@riverbank.org

**SPECIAL RIVERBANK
CITY COUNCIL AND LOCAL REDEVELOPMENT AUTHORITY
AGENDA ITEM NO. 2.A**

SECTION 3: CONSENT CALENDAR

Meeting Date:	November 10, 2014
Subject:	Waive Readings
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

It is recommended that the City Council and Local Redevelopment Authority approve the waiver of readings of all Ordinances and Resolutions, except by title only.

SUMMARY

The approval of the waiver of readings will allow Ordinances and Resolutions to be introduced by title only and acted upon without the need to read the entire text of the item into the public record. The documents related to proposed Ordinances and Resolutions are available for review by the public on the City's website and in the City Clerk's office at City Hall (North).

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENT

There are no attachments to this report.

SPECIAL RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.1

SECTION 3: BUSINESS

Meeting Date:	November 10, 2014
Subject:	A Resolution of the City Council of the City of Riverbank, California, Authorizing the City Manager to Execute a Contract with CivicPlus for the Design and Implementation of a New City Website and Appropriate \$11,700.00 in General Fund Reserves for the 2014-15 Fiscal Year
From:	Jill Anderson, City Manager
Submitted by:	Alvaro Zamora, Human Resource Analyst

RECOMMENDATION

It is recommended that the City Council:

1. Receive a presentation regarding the Website and Intranet Design proposal from CivicPlus.
2. Authorize the City Manager to execute an agreement with CivicPlus for the development of a new website & intranet design, including hosting services.
3. Amend the 2014/215 budget and appropriate funds from the General Fund Reserve in the amount of \$11,700 for the first year.

SUMMARY

At the March 3, 2014 Strategic Planning Session the City Council included an objective to develop and distribute a Request for Proposal (RFP) for the development of a new City website and intranet. The RFP was prepared and issued on July 1, 2014. The City received three proposals from companies that specialize in municipal websites. After review of the proposals, it is recommended that the City consider working with Civic Plus. A representative of CivicPlus, Will Spicer, is scheduled to provide the City Council an overview of the proposed website designs, features, and services that CivicPlus has to offer.

The ultimate goal is to develop a website that is user/visitor friendly which includes a modern design (visually attractive); well organized layout for easy navigation and ease of accessibility to important City information (such documents, forms, calendars, videos, and much more); integration of the latest website technological advances (such as Interactive Calendar, Notify Me, Opinion Poll, Bid Postings, Citizen Request Tracker, ePayment Center, Facilities & Reservations, Community Voice); and an easy to use

content management system, which will enable staff to quickly and easily update website pages.

BACKGROUND

The City's current website (located at www.riverbank.org) and intranet were designed in 2007. While the City's website and intranet met many of the City's needs during that time, it now has several shortcomings, including the following: outdated design/layout, website does not fully satisfy accessibility goals and, fails to take advantage of the latest technological advances that are deemed important and necessary to residents, customers, and businesses; and, failure of the current website to display properly on some browsers including mobile devices such as cell phones and tablets. In addition, the City's Website Committee has found some aspects of the current website and intranet difficult to maintain and modify.

In March 2013 City Council and Management developed a Strategic Plan and identified "Enhance Professionalism and Customer Service" as a strategic objective. One of the recently established goals under this objective is to develop a new website. On July 1, 2014 the City issued a Request for Proposals (RFP) for a new website and intranet design, including hosting services. The three companies that submitted a proposal are CivicPlus, Civica Software, and Vision Internet.

The City's Website Committee extensively reviewed and evaluated the three proposals received. After a review of the proposal document, the Website Committee met with all three companies in-person and via webinar. This allowed the Committee to learn more about the company, their creative web design abilities, Content Management System software, interactive features and other components. After the initial meetings the Website Committee favored CivicPlus as the company to design the new City of Riverbank website. A follow-up webinar was scheduled with CivicPlus and representatives from each City department were invited. Just as the Website Committee members, the representatives were very pleased with the services and capabilities CivicPlus has to offer. Following the meetings and webinars the Website Committee met and discussed the proposals and presentations and unanimously selected CivicPlus as the preferred company.

The decision to recommend CivicPlus was based on variety of factors including the following:

- Their years of experience and expertise in developing municipal websites,
- Their ability to deliver user/visitor friendly websites with a modern design,
- Well organized layout for easy navigation,
- Accessibility from various platforms,
- Ability to maximize communications between the City and residents and businesses,
- Integration of the latest website technological advances.

One additional important factor is their proposed cost. CivicPlus' proposal was the lowest of the three companies, including initial start-up cost, annual maintenance and hosting. The City would be receiving excellent services at a low cost.

Project Cost

Company	Website Development	Annual Maintenance	COST PER YEAR			
			Year 1	Year 2	Year 3	Year 4
CivicPlus	\$20,892	\$4,734	\$11,698	\$11,698	\$11,698	\$5,219
Civica Software	\$53,905	Included	\$53,905	\$23,275	\$23,275	\$9,710
Vision Internet	\$28,605	\$6,600	\$35,205	\$6,930	\$7,277	\$7,640

Four Year Cost Comparison	
CivicPlus	\$40,550
Vision Internet	\$57,052
Civica Software	\$110,165

Project Timeline

If approved, the website development process is anticipated to take four to six months. The timeline development process consists of the following:

Typical Project Timeline	Weeks
Phase 1 – Website Optimization Includes: Needs assessment, best practices, and takeaways assigned.	4-6
Phase 2 - Website Layout Includes: Layout presentation, mood board and main navigation review, design feedback meeting and approval and takeaways assigned.	3-5
Phase 3 – Website Reveal Includes: Presentation of a functional website based on goals, recommendations and combined vision; final approval and takeaways assigned.	3-5
Phase 4 – Customized Training Includes: Customized to give your staff the skills they need to maintain your website.	3-4
Phase 5 – Go Live	3-5
Website Launch	16 – 24 Avg.

FINANCIAL IMPACT

CivicPlus provided the City the option of paying for the design in one lump-sum payment of \$25,626 or paying for the services over time with the annual maintenance and hosting fees. The one-time payment includes the annual maintenance fee of \$4,734 for first year. The annual maintenance fee for year two and three is \$4,734 which

increases to \$5,219 in the fourth year. The second option, which is what staff is recommending is to spread the costs out over three years. If the City chooses to pay for the services over a period of three years, the annual cost would be \$11,698 per year for the first three years and \$5,219 in the fourth year, as presented in the table below.

It is recommended that the 2014/2015 budget be amended and approve a professional service agreement with CivicPlus for the design of a new website and intranet in the amount of \$11,698 for the first year. The balance of the one-time development fee and the fees associated with the annual maintenance and hosting would be budgeted accordingly in the subsequent years. While the maintenance fee is ongoing, the cost of the initial design is a short-term funding commitment.

Fee Description	Year 1	Year 2	Year 3	Year 4
Development Fee	\$6,964	\$6,964	\$6,964	\$0.00
Annual Maintenance & Hosting Services	\$4,734	\$4,734	\$4,734	\$5,219
Total Annual Fees	\$11,698	\$11,698	\$11,698	\$5,219

STRATEGIC PLAN

As noted above, the development of a new website is a strategic objective to reach the goal of enhancing professionalism and customer service. A high quality website is also needed in order to fulfill the City's mission of providing exceptional municipal services in a fiscally sound and professionally responsible manner for our community.

ATTACHMENTS

The following items are attached to this report:

1. CivicPlus Proposal
2. Resolution



Website and Intranet Design and Hosting Services

The City of Riverbank, CA • August 5, 2014



Serving more than **1,700 clients** in the United States, Canada and Australia, we partner with governments to create **a website people will use.**



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Cover Letter

Danny Elmore
Regional Sales Manager

Alvaro Zamore
HR Analyst
City of Riverbank
6707 Third St.
Riverbank, CA 95367

Subject: RFP – Website and Intranet Design and Hosting Services

Dear Alvaro,

CivicPlus is pleased to submit its proposal response to you for the “Website and Intranet Design and Hosting Services” RFP. We appreciate your consideration as a partner for your website redevelopment and are excited to present you with a solution that will be navigationally friendly, modern and visually appealing.

After thorough review of your RFP, CivicPlus feels that the following proposal will provide the best solution and the latest innovations in government functionality that citizens will use. Riverbank will be provided with a professional looking redesign that reflects the city’s progressive nature. Your website will have a new look and feel that will not only be visually appealing to your residents; it will improve overall timeliness of information being updated by utilizing an integrated Government Content Management System (GCMS®).

In addition to a solution-centric website, we will provide Riverbank with unrivaled service, support and system enhancements at no additional charge – guaranteed. Our relentless pursuit of government innovations ensures that our clients’ websites continue to move upward today and tomorrow.

Our proposal will remain in effect for 90 days. CivicPlus is free of any conflicts of interest regarding this project. Please see the Exceptions section of our proposal for exceptions to the City’s standard professional services terms and conditions.

I sincerely welcome the opportunity to elaborate further on our proposal and answer additional questions you may have about partnering with CivicPlus.

Proposal Submitted by:



Danny Elmore
Regional Sales Manager

Direct Line 785-323-1510

Elmore@CivicPlus.com

Authorized Signature:



S. Ward Morgan, President
Icon Enterprises, Inc., d/b/a CivicPlus

317 Houston Street, Suite E

Manhattan, KS 66502

Executive Summary

The City of Riverbank, home to more than 23,149 residents, is seeking proposals to redesign its website into an easily navigated and updatable format with an innovative design that enables its residents and visitors to find the services and information they need. The city seeks a vendor with experience in the planning, development, implementation, support and hosting for government websites capable of providing a state-of-the-art site. While Riverbank currently has a capable web presence that delivers general information and online documentation to website users, the city is looking to upgrade its website beyond just the layout that will improve the usability, accessibility and quality of its website for the delivery and exchange of information for its diverse audience. The City's new website should be modern, visually appealing and will utilize the latest technology to provide a convenient source of information to better communicate with its visitors.



Put more simply, the goal of this project is:

- A unique and customized website design reflecting the City's diverse make-up and vision
- Intuitive navigation and page layout with unlimited submenus and subpages
- Interactive functionality through our Government Content Management System (GCMS®)
- Continuously updated, cutting-edge solutions designed by eGovernment experts for governments

CivicPlus is uniquely suited to provide you with a solution that meets these goals and objectives with our 16 year history, expertise and proven results. Our dedication to government clients, custom development, website strategy and implementation process ensures that we will provide Riverbank with a technically sound website that attracts and "wows" its visitors. Our solutions are based on the latest in web coding technologies, which means they function across all major browsers, platforms (including mobile), and incorporate engaging features such as social media integration. As a result, users of sites created by CivicPlus are likely to view more content and engage with sites in ways that our clients hadn't experienced before. Finally, our experience providing websites to more than 50 million citizens in 1,700 municipalities of every size means that we have invested thousands of hours developing capabilities to integrate websites, content management, third party software, numerous modules and social media to provide great satisfaction and a more fluid user experience.

We believe effective websites start with a solid project implementation approach. Through an iterative proven process that combines a series of interviews with you, a detailed review of your current website and structured brainstorming, we will help you develop unique insights that will help you reach your target audience and entice them to engage with your new planned website. Taking the time to delve into your town's personality and target audience will ensure that the story we tell with your new website will be significantly more compelling and attractive.

We're excited by the opportunity to present our well suited capabilities for your project and hope to welcome you to our growing family of satisfied municipality websites benefiting from greater engagement, easier website administration and overall exceptional user experience. These recommendations for you were developed to address your defined needs. All estimates are negotiable based on your requests. We encourage you to schedule a 45-minute demonstration of the latest site developments and the administrative interface that allows non-technical users the ability to update the website as needed



Company Information

Contact Information	Danny Elmore Regional Sales Manager Elmore@CivicPlus.com Toll Free 888-228-2233, Ext. 310 Cell 503-893-0209	Primary Office (Location of implementation, ongoing maintenance and support)	317 Houston St. Suite E Manhattan, KS 66502 Toll Free 888-228-2233 Fax 785-587-8951
Incorporated In	State of Kansas	Company Website	www.CivicPlus.com
Legal Name	Icon Enterprises, Inc., d/b/a CivicPlus	Federal Employer Identification Number	48-1202104
GSA Contract	# GS-35F-0124U	DIR Contract	# DIR SDD 1636
CMAS Contract	# 3-13-70-2966A	TIPS/TAPS Contract	# 2092613

Company Background

Since our inception, CivicPlus has been capturing the passion our customers have for their communities and their residents with high-quality, next-generation websites. We consider it a privilege to partner with municipalities to provide the individuals, families and organizations in your community a website that serves as a primary, interactive communication tool.

Icon Enterprises, Inc., does business as CivicPlus and Networks Plus and employs more than 100 people. Incorporated in Kansas in 1998, we began providing technical-related services in 1994.

CivicPlus was born out of four rural cities' desire for a progressive way to maintain their websites without the burden of employing a continual webmaster. They sought a system that would allow routine updates and changes to be implemented by city staff, regardless of technical skill. After close consultation with these four initial cities, an innovative tool that automated the process of updating website content was developed.

Today, under the leadership of founder Ward Morgan, CivicPlus has more than 165 staff members and continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our more than 1,700 clients. Our commitment to setting the standard in website design, management and government communication has been instrumental in making CivicPlus a leader in web design, communication programming and hosting.

Company Qualifications

CivicPlus is the unique provider of the Government Content Management System (GCMS®) – and one of the most innovative, knowledgeable leaders for engaging eGovernment websites. CivicPlus' expertise lies in our ability to deliver a comprehensive solution that considers administrative ease and collaboration as well as end-user empowerment... all housed within a sophisticated design that resonates with your community and keeps citizen engagement in mind.

Why the City of Riverbank should choose CivicPlus to redesign www.riverbank.org.

We are a performance based culture oriented towards our clients' goals, not billings.

- We set the industry standard for helping local, county and state governments – large and small – better connect with citizens and constituents across the US, Canada and Australia.
- We will create a design specific to how your citizens use websites by collecting data that reveals what kind of page design will work best for them and what content they prize the most. We then align those findings with the information you most want them to know including organization, page titles and home page features making a site your citizens will understand and want to use.

References

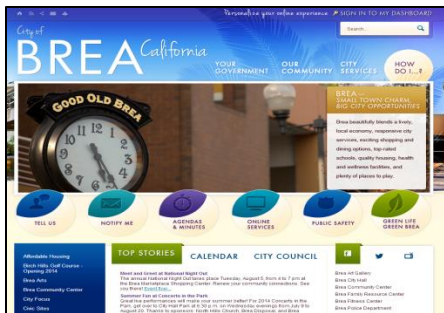


Port Hueneme, CA www.ci.port-hueneme.ca.us

Client since December 2011; Go Live March 2012

Michelle Ascension, City Clerk, 805-986-6503,

mascension@ci.port-hueneme.ca.us



Brea, CA www.ci.brea.ca.us

Client since December 2012; Go Live June 2014

Liz Pharis, Management Analyst II, 714-990-7706, lizp@ci.brea.ca.us



Dublin, CA www.ci.dublin.ca.us

Client since March 2010; Go Live September 2015

Linda Smith, PIO, 925-833-6650, linda.smith@ci.dublin.ca.us



San Jose, CA www.sanjoseca.gov

Client since February 2012; Go Live August 2012

Lenka Wright, Assistant Director of Communications, 408-535-8113,

lenka.wright@sanjoseca.gov



Hemet, CA www.cityofhemet.org

Client since July 2011; Go Live January 2012

Scott Underwood, IT Operations and Network Systems Supervisor,

951-765-3750, sunderwood@cityofhemet.org

Proposed Solution

CivicPlus Features & Functionality

Developed for organizations that have a need to update their site frequently, CivicPlus provides a powerful government content management structure and website menu management system. The system allows non-technical employees the ability to easily update any portion of your website instantaneously. The CivicPlus Government Content Management System (GCMS®) utilizes Microsoft SQL Server, ASP, JavaScript and HTML for web development.

No HTML knowledge is needed to update your website. However, if desired, HTML code can be used throughout the website for advanced users.

With extensive web applications in place, continual enhancement and an easy-to-use interface, our clients are the proud owners of their websites and are excited to be part of the CivicPlus community.

Additional benefits of the CivicPlus GCMS® include webpage version controls, customizable levels of user-rights, searchable data, accessible customer support services, instantaneous functionality updates, comprehensive security and much more.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.

Core GCMS® Modules

Agenda Center

The CivicPlus Agenda Center is an all-inclusive agenda creation module. No longer will you have to build your agendas in a word-processing program, print it out and pass it around the office for approval, export the final version to a PDF and then upload it to the website. Agenda Center allows for the creation and management of the entire agenda process, from submitting preliminary items at the departmental level, to a robust and easy-to-use workflow, to the publishing of the agenda live to the public – one smooth and seamless process.

The Agenda Center not only offers a one-stop-shop for agenda creation, but upon publish of the approved agenda, a template for the minutes of that meeting can also be generated.

Additionally the Agenda Center ties in with the Archive Center, so published agendas and minutes can be placed in an Archive Center category for immediate storage. You can also update your residents in a fast and timely manner by using the Notify Me® module to send email and text message updates of published agendas and minutes.

Archive Center

The Archive Center has been developed specifically for the storage and retrieval of agendas, minutes, newsletters and other date-driven documents. Archives can be searched by date, category or keyword, and the unique “View Most Recent” link functionality on your website pages automatically pulls the most recently uploaded item every time you add a new document within that category.

Business/Resource Directory

Think of the Business/Resource Directory as the Yellow Pages of your website, as it provides site visitors with links to and information about organizations and services within your community. Site visitors can search by business or organization name or category, and entries can be organized by business (Yellow Pages-style) or by category (topical directory-style).

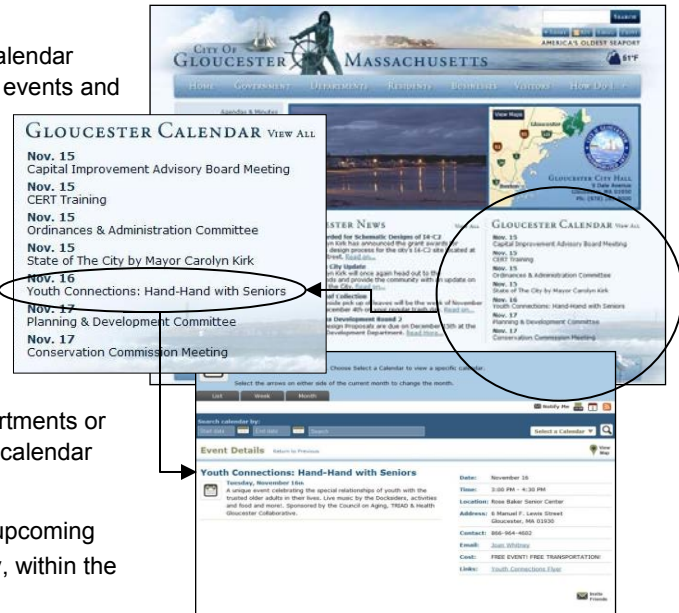
The module can display useful information such as a description of the business/organization, link to an interactive map, address, phone number, email and link to the business’ website. Citizens can also download the included iPhone App at no cost, allowing them to search for businesses or services on the go.

Calendar

The Calendar Module allows administrators to set up calendar items to help keep the public informed about upcoming events and meetings in your community. Events can be set on a one-time basis or as recurring events for multiple months in advance, with short descriptions and hyperlinks to display the event details. The calendar recognizes the current date as the starting date for the display of events and provides easy navigation to future events. Multiple calendars are available.

Department Calendar: Any page on your site can display the most current calendar items in a special content area, great for departments or sections of the website that wish to have their calendar events appear on their page(s).

Featured Events: You can draw attention to upcoming events using the Featured Events functionality, within the Calendar module.



The Calendar supports multiple views, including a monthly view that displays all the events in a month.

Document Center

The Document Center is a document storage center that allows for a variety of file types (e.g., PDF, spreadsheets, pictures, video files, sound clips and more) to be downloaded or viewed by the end user, allowing for easy access for your site visitors. Instead of bogging down your employees with requests for documentation, site visitors can locate the forms and documents they need easily online. Your employees can easily add new documents and direct residents to the information they requested online, without sending out extra paperwork. Moreover, all files are organized by our structured filing system of folders and subfolders, keeping all of your information easily obtainable by your citizenry 24/7.

Frequently Asked Questions

Help your citizens reduce time-consuming phone calls or trips to government offices by answering commonly asked questions through your website. Frequently Asked Questions (FAQs) – which can be organized by departments and/or category – may be added to any page of your website and can be set up to link to additional information or documentation for easy reference. FAQs have their own search feature, so your site visitors can easily find answers to the questions they ask the most.

News Flash

The News Flash Module provides an area where important and timely news and announcements are posted. Any department may utilize this module for posting information that is specific to their department, like a change in meeting location, results from an election, rainout announcements for sports fields and more. News Flash is a dynamic page element that may be placed on any page, and each News Flash item has its own start and expiration date.

Opinion Poll

The Opinion Poll Module allows you to interact with your site visitors. Once a user submits their vote, poll results are displayed. This is a popular module and is an easy way to keep people coming back to see what's new on your site.

We recommend that the poll questions be non-controversial, as results are not scientific. The results may be used to provide website decision-makers with valuable information in order to make informed decisions. Also, using the Opinion Poll Module demonstrates even further the true interest your municipality has in its residents and stakeholders.

Photo Gallery

The Photo Gallery Module is designed to allow you to store and display photographs in a central location to showcase to your citizens and the world the best that your community has to offer. Photo Gallery helps your website become the place to put your community's best face out there and to attract new citizens to your area. Users will be able to:

- Explore your municipality through albums and favorites
- Browse your featured photos and events
- Share with friends or send as postcard
- Submit images
- View images as thumbnails or full-size
- Write descriptions with each photo
- Search the Photo Gallery
- View a slideshow of photos
- Give photo credits
- Give images "thumbs up"



You can use the Photo Gallery to store and organize photo files by department, division, and/or event. Like the Document Center, you can store as many pictures in as many albums as you like.

Quick Links

The Quick Links Module allows you to place links to related and often-requested information directly on the page of your choice. The entire collection of these links is contained within the actual module, and is unlimited in the amount of categories and links that you can provide to your users. The links can be to interior pages of your website, to documents and forms, or to outside websites. You can organize the links by category or item and can set them up to auto-publish and unpublish.

Spotlight

The Spotlight function creates additional space on a webpage that allows you to highlight important text or widgets in a compact, easy-to-update module. The information posted with this module can relate to one or more pages.

Staff Directory

If the Business/Resource Directory is your website's Yellow Pages, then the Staff Directory Module is the white pages. A time-saving resource for your residents, Staff Directory provides detailed contact information for your staff and various offices all in one place, decreasing the number of calls requesting contact information. You can include as much or as little employee and department information as you deem necessary; plus, Staff Directory entries can be linked to pages throughout your site, providing quick access to a specific department or employee's information.

Employee information can include title, biography, photo and contact links via email or form submittal (email addresses are blocked from email harvesting programs). Website users can search the directory for a specific employee by last name, first name or department.

Transaction Modules

Bid Postings

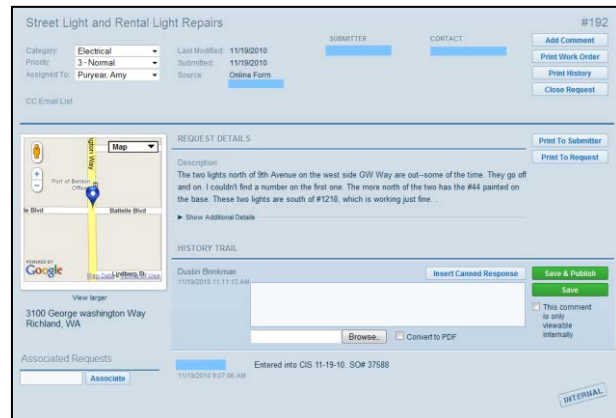
The Bid Postings Module provides a simple and easy-to-use method of posting and organizing bids, RFPs and RFQs online for vendors or local contractors that are interested in providing products and services to your community. Provide links to upload the full RFP package, links to related web pages or post other bid details like the scope of work. Bids can be searched by category, title or closing date and by open, closed, cancelled or awarded. This module is integrated with the Notify Me® Module, allowing site visitors to sign up to be notified when new bids are available or when bids are updated let interested parties know of amendments, cancellations and to whom the bid was awarded. Bids can also be set to automatically expire (become unpublished) from the site if you so choose.

Citizen Request Tracker™

The Citizen Request Tracker™ (CRT) is a powerful tool that facilitates interoffice and government-to-citizen communication and workflow concerning requests reported by residents. Site users create a profile and submit requests or complaints, view pending issues, reopen closed issues, request additional information and more. Once a profile is set up, contact information is automatically filled in when a site user submits a new request. Furthermore, problems reported over the phone can be manually entered into the system for increased efficiency. Marketing the CRT™ system as the primary tool for communication on problems and requests in your area will allow you to reduce staff time spent on addressing issues by hand and will allow your constituents to interact with your staff any time of the day.

The CRT™ System Makes It Easy To:

- Add comments and action items
- Assign the request to a staff member
- Review the history of the issue
- Send messages to the constituent
- Close the request
- Print and/or export statistics and reports
- Print work orders
- Generates efficiency statistics and reports
- Export data in CSV or tab-limited format



The screenshot displays the CRT system interface for a request titled "Street Light and Rental Light Repairs" (ID #192). The interface includes a header with submission details (Category: Electrical, Priority: 3 - Normal, Assigned To: Puyean, Amy, Last Modified: 11/19/2010, Submitted: 11/19/2010, Source: Online Form). A map on the left shows the location at the intersection of 3100 George Washington Way and Richland, WA. The "REQUEST DETAILS" section contains a description of the issue: "The two lights north of 9th Avenue on the west side GW Way are out—some of the time. They go off and on. I couldn't find a number on the first one. The more north of the two has the #44 painted on the base. These two lights are south of #1218, which is working just fine." The "REQUEST TRAIL" section shows a comment from Dustin Brinkman dated 11/19/2010 11:11:13 AM. The interface also features buttons for "Add Comment", "Print Work Order", "Print History", "Close Request", "Post To Submitter", "Post To Request", "Insert Canned Response", "Save & Publish", "Save", "Browse...", "Convert to PDF", and "Associate". A "View target" link is also present. The bottom right corner has an "INTERNAL" stamp.

ePayment Center

Integrate eCommerce on your website with no third-party store to setup, and save your citizen's time and effort by affording them the opportunity to pay for services directly through your website. You have the ability to customize or make changes to any form that you create to take in online payments such as registration fees, pool passes, etc. Email notifications are sent out to both customer and client when a transaction is made. Financial reporting through our trusted PCI-compliant partner is also available with the click of a button.

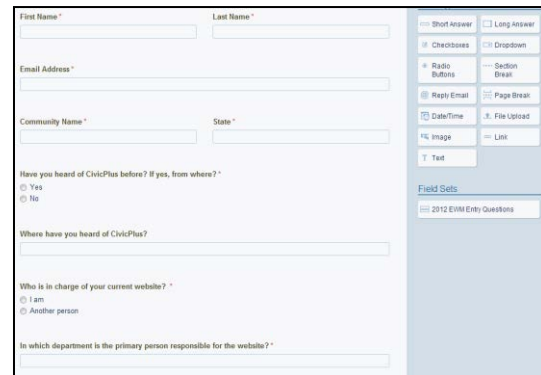
Facilities & Reservations

The Facilities & Reservations Module allows the site administrator to display local facilities and their amenities and to manage their availability to the public. A site visitor can search for facilities by type or amenities available, review the amenities for each facility, retrieve location information with mapping integration (ESRI, GIS, Google, etc.) and easily reserve the facility. Search results will offer additional options such as admission requirements, handicap accessibility and how to reserve or make payments.

A description with details of the facility (location, contact information, photographs, video, map, handicap accessibility, rental availability, etc.) display within each facility's listing, with your staff able to allow for online reservation requests and interactive calendar to view and manage online reservations.

Form Center

Having online forms makes it easy for you to receive useful information from your community and for your community to complete tasks online. These completely customizable forms can be used as a means for citizens to contact you with questions, requests and feedback or to sign up for various events and activities. You can have as many online forms as you need with this module, creating forms easily from scratch or from our library of sample online forms. Various field options include long answer, radio button, drop-down lists and multiple choice (among others), with formatting options that include font colors, background colors, text alignment and more.



You can preview forms as you create and edit them instead of sending it to someone else for changes. The Form Center lets you develop every aspect of your online form with no programming knowledge necessary through a simple drag-and-drop interface.

In addition to being able to create your own form, you can track your forms through your website! No more lost emails and sorting for statistical data through multiple emails. Any form submitted on your website can be received via email to as many people as you wish and/or be kept in a backend database with basic analytical reporting available. This data can then be exported to Microsoft Access, Excel or other database software.

Job Postings

Display available jobs within your organization on your website in an easy-to-search-and-retrieve format for your site visitors. The Job Posting Module allows you to provide as many details as you like and link to a number of files supporting the available position(s), with the ability to allow the visitor to download a job application and email their resume to the person/department of your choice. Website visitors can sort jobs by date or job type, and can sign up to be notified of new jobs through the Notify Me® Module. You can also choose to allow for online applications using the Online Job Application Module.

The Job Postings Module can also be set up to allow employers within your community to be able to post their own available job openings in a controlled environment on your website, helping to boost your community's economic standing and further make your website the hub of information within your community.

The Job Postings module can be seamlessly integrated with the CivicPlus Human Resource Management System (HRMS) a comprehensive suite of tools for applicant tracking, assessment, onboarding, and performance management, *for an additional fee*. Additional information about the CivicPlus HRMS is available upon request.

Online Job Application

Save yourself and your residents' time, save paper and give your website users instant access to apply for available positions with the Online Job Application Module.

Allow applicants to apply completely online by filling in the application, attaching supplemental paperwork and submitting to your HR department, with applications time- and date-stamped. Applicants can also create an online profile, which allows them to update their application and apply for other jobs without filling out multiple applications.

Your staff can be notified by email when a new application has been received, which then allows you to view, sort and download submitted applications. And fear not about lost applications – they're kept in a database on the website for easy retrieval.

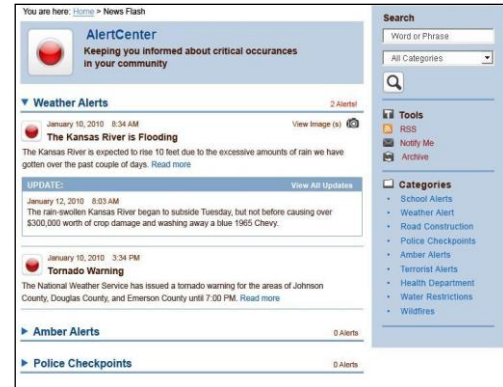
The CivicPlus HRMS can be integrated to provide additional online job application customization and a workflow solution for managing the hiring process, *for an additional fee*. Additional information about the CivicPlus HRMS is available upon request.

Interactions & Communications Modules

Alert Center

The Alert Center provides an efficient and noticeable way to get important news out to your community, whether it be local inconveniences like street closures and road conditions or critical, up-to-the-minute emergencies like flood warnings and Amber Alerts. With one click, graphics and information can be activated on your website from a variety of layouts that best fit the alert's importance, with public notifications sent out through email, text message and social media.

When a user clicks on an alert that is displayed on the site, they will be taken to the module information that details the alert, as well as provides photos, links to other resources and a history of updates.



Blog

The Blog Module helps open up the lines of communications between administrators and citizens, increasing government transparency and citizen interaction. The Blog features the option to allow citizen comments for feedback (comments can be moderated before being published to the website).

Community Voice™

Community Voice™ is an interactive module that uses citizen sourcing to create dialog on your site while allowing you to showcase things you are implementing in your community. The module encourages citizen idea submission, engaging discussions, voting, user recognition and more. Your site administrator creates general topics that citizens can provide input on. Citizens can create a user account through My Dashboard to submit their ideas, leave comments and vote other ideas up or down within each topic.

Showcasing Community Voice on your website increases communication and citizen satisfaction within your community, showcases projects and initiatives within your community, and helps consistently drive traffic to your site.

My Dashboard

With My Dashboard, residents and users can set up a profile on your website that allows them to pick and choose the information that automatically becomes fed to their dashboard upon site login. In one simple and streamlined view, your users can immediately see important news, available job openings, keyword searches, favorite pages, calendar feeds and much more.

Your users will be able to login to My Dashboard using the Facebook Connect feature, negating the need for multiple usernames and passwords.

Notify Me®



Notify Me

1. Enter your email address in the box and select Sign Up.
 2. If you want to receive text messages enter your phone number and select Sign Up.
 3. To subscribe or unsubscribe click ☐ and/or ☐ next to the lists to which you wish to subscribe/unsubscribe.

Your Profile Information

Email:
 I prefer to receive HTML emails when available
 For: 555-555-0123. Standard text messaging rates apply.

METHOD	LIST NAME	DESCRIPTION
☐	Citizens Interested in Transportation	Get updates on road improvements and other traffic related subjects.
☐	Council Current	Receive agendas, meeting summaries, and big decisions made by your governing Board.
☐	Fire Safety News & Announcements	Receive notification of Hot Topics and New Information, Fire Code & prevention related news, public education events, and public service announcements.
☐	Next Week in Morristown	Emails are sent on Fridays outlining the meeting and event schedule for the next week.
☐	Parks and Recreation Brochure	Details special events, athletics, fitness classes, Senior programs, etc. Sent out every other month.
☐	Weather Hotline Notifications	Receive emails and/or text messages when athletics practices or games are cancelled. Messages are sent at approximately 4pm on weekdays and 7am on Saturdays.

With Notify Me®, visitors can sign up to be notified via email and/or SMS text message about community activities, meetings and other updates to your website. Users can self-manage multiple subscriptions at once, and unsubscribing is easy. You can send out unlimited emails and have 500 SMS subscribers.

This module automatically integrates with our Alerts Center, News Flash, Calendar, Job Postings, Bid Postings and Blog modules. Also, administrators can create as many Notify Me® lists as they want.

Notify Me® supports HTML and plain text versions of email messages, and newsletter templates can be

created for added presentation quality.

You can set up notifications as drafts and set them to send to subscribers at a specified date and time. Additionally, most current subscriber notification lists can be imported to our system, while the email lists created by your CivicPlus system can be exported for other files and/or purposes.

All of these features make Notify Me® an excellent and valuable communication tool for your website, allowing you to continuously stay in contact with your residents by sending them important information updates that they are interested in receiving.

Social Networking & Gov 2.0

CivicPlus understands the importance of Gov 2.0 and how social networking sites like Facebook and Twitter help governments connect with their residents in unique and innovative ways. From community-centric pages on Facebook to real-time Twitter feeds that can deliver emergency alerts, we are dedicated to helping our clients integrate their web content into the most dynamic social media sites and make their marks in the world of Gov 2.0. Other social networking sites (such as LinkedIn, YouTube, Pinterest, etc.) can be featured on your website as links to your organization's profile on those particular websites.

Facebook and Twitter

Many governments are finding Facebook to be an essential part of their online presence, as it provides another avenue to share news, announcements, events, pictures and videos with a wide range of regular site visitors. CivicPlus can create your Facebook page and sync your website to your Facebook profile to automatically publish news and calendar events on Facebook with a link to your website for more information.

Twitter's short, 140-character "tweets" offer a way for municipalities to distribute information quickly and effectively. CivicPlus can link your website to your Twitter account for automatic publishing of news and announcements such as road closings, meeting schedules and emergency notifications.



Administrative Features

Feature	Description	Benefit
Instantaneous Updates	Updates are posted to the live site in real-time once the administrator publishes the page.	Timesaver – Ensures your site is communicating the most up-to-date information.
Browser Based	No installation of programs or software needed, meaning you and your staff can update the site from any Internet connection or platform (Mac or PC) at any time.	Convenience – Updates can be made anywhere at any time. Money Saver – Does not charge a per seat rate to install software.
Mobile Updates	Immediately update your site from any location with urgent announcements using your tablet.	Crisis Communication – Warn audiences of crisis situations from anywhere at any time.
Action Items	Direct access to a queue of items waiting to be published or reviewed by the administrator provided immediately upon login.	Convenience – Helps the administrator stay organized and timely with the site.
Site Search and Site Search Log	Powerful site search automatically indexes all content making it easy for all visitors to find information. This feature also keeps a log of all words that are searched by your visitors.	Knowledge – The search log serves as a tool in making decisions about updates and upgrades as well as placement of key items on the homepage.
Automatic Alt Tags	Built-in features ensure your site is Section 508 compliant.	Convenience – Editors do not need to know Section 508 requirements as the system will automatically format to accommodate for Section 508 compliance.

Application Programming Interfaces (APIs)

We have nearly a dozen application programming interfaces (APIs) scattered throughout the system and continue to build more to make integrations with the GCMS® and disparate applications as straightforward as possible. It's this "open architecture" approach that allows your IT staff and programmers to spend time creating applications and systems that are specific to your community's needs and tie them into the site, using the site itself as a sturdy platform on which to build. Maintaining the site's base code will fall on CivicPlus' shoulders, saving you time, effort and, most importantly, money.

Bad Links Identifier

You may not be aware of any broken links on your website, but your guests are. This module creates a list of the broken links on your site when they are accessed. It also allows a site visitor the ability to enter comments concerning how they accessed the page. On the administrative side of the system an asterisk alerts you that a comment concerning a bad link has been posted.

Content Creation

Recognizing that not all site administrators possess high levels of technical expertise, the CivicPlus GCMS® makes it easy to add new content, edit old content, and keep page layout consistent through use of our WYSIWYG editor.

The page content creation functionality is separate from the overall design of the site; the content will reflect font sizes and styles associated with the various heading levels and content types. Content changes will not affect the design, though the site breadcrumbs, page structure and sitemap will dynamically update upon publish of any content changes.

This front-end edit feature makes updating website content even quicker and easier, as users have point-click-edit access to information, right from the front-end of the website. To edit content, all you have to do is follow the steps below.

Step 1: Find the page creation icon, and click on the area of the website that you wish to edit.

Step 2: Make changes to the website, then click 'Save'. Changes are immediately reflected on the site.

A great tool for users to update the website from the public view, CivicPlus' Live Edit allows you to see where your information will be posted before you make any changes. If you would like to move a page under a different department or move the entire department section of your website to a different location, just follow the steps below.

Step 1: Find the page creation icon, and click on the section of the navigation you wish to move.

Step 2: Drag-and-drop the page or section in its new location. Changes are immediately reflected on the site.

Unlimited pages can be created with the CivicPlus GCMS® and there is no limit to the depth of pages that can be created. You are responsible for the depth of navigation. With mega menus and dropdown and pop-out menu functionality, you can essentially get to any page on your website within a single click if you desire.

Content Scheduling

When creating an entry, simply select the date and time desired for the material to publish and/or unpublish. Material can be set to auto-unpublish or it can be manually retired.

Every aspect of the system has the ability to have expiration dates. These dates are logged in an Expiring Items Report and can have an automatic email sent to you 72 hours before it is set to expire. When items expire they are unpublished from public view but will remain in the system until someone manually removes them from the archive. This allows you to bring the page back at any time with updated content.

Content Versioning

The GCMS® includes version control, a history log for reviewing changes made within the system, file locking through our permission system and an archive of all published content so that previous versions can be accessed or used, if necessary.

Archived content can be viewable by the public if desired, but is typically not shown on the public-facing side of the site and just housed within the Archives. Administrators and staff with module access may access those archives; others will not see them.

Dynamic Layout

The layout for your website is determined by you and the designer. The placement of navigation and dynamic areas are important in guiding site visitors to key information quickly and easily. Our consultants make recommendations based upon website-user studies and research on best practices.

Dynamic Page Components

Events Calendar, FAQs, Opinion Poll, News Flash and other new features may be included as dynamic page components. Dynamic Page Components may be placed on any page and will help dedicated areas of the site appear as its own website. For example, the entry page for your Parks and Recreation Department can be customized with specific lists of events, FAQs and news announcements pertaining to that department.

Dynamic Breadcrumbs & Site Map

When a user visits your site, Dynamic Breadcrumbs are used to show their location within the website. Breadcrumbs are automatically generated by the CivicPlus system. This feature assists a site visitor in understanding the site structure and navigation. A dynamically generated site map automatically updates itself to your menu system. So if a menu item is renamed, added or deleted in your navigation, the site map will reflect those changes.

eCommerce Integration

While CivicPlus does offer our ePayment Center, we also work with numerous trusted third-party payment processors to handle payment and account information, allowing your citizens to easily log on and pay bills ranging from property taxes to utilities. The payment processor used for transactions is dependent upon the municipality's wants and needs, with every effort made to ensure a clean, seamless on-site presentation of the payment portal.

Of the vendors that we've worked with, many allow for one-time credit card or debit card payments, payment through the Automated Clearing House (ACH) network and even Interactive Voice Response (IVR) payment options via

telephone. Many give users the option for automatic bill payment, with payment being automatically withdrawn from the specified account on a certain day each month. These payment processors feature payment and usage reporting, and all of our eCommerce partners meet the Payment Card Industry's Data Security Standard (PCI DSS). Integration of third-party vendors is subject to scope and additional fees.

History Log

Easily track changes made to your website by all of your users with the History Log. Track changes made to items in your Page Menu, Archive Center, Document Center and more. History Log information is searchable, sortable and exportable.

Integration/Interfacing

CivicPlus has performed a variety of integration services for our clients, all of which work cohesively with most third-party software applications. The CivicPlus GCMS® is different from other standard design programs, in that we have the ability to link with most software or databases you are currently utilizing. Systems such as purchasing, taxes, assessment and utilities have been developed for many of our clients.

Integration can take place on varying levels, from simply linking to a third-party-hosted site to dynamically drawing in content from other existing sites to actual custom programming to integrate services into our GCMS®. Our typical method of integration involves dynamically scraping content from an existing web application, allowing continuously updating content or form fields to access an application to be drawn directly into the CivicPlus-created site.

If a web interface currently exists for an application on a client's web server, we recommend moving it to a third-level domain so that it can remain active when the CivicPlus site is launched; CivicPlus can then draw in that content from the third-level domain directly into the primary site at a lower cost than actual integration into the GCMS®.

If true integration rather than interfacing is required, the project will need to be more fully scoped and additional charges may be incurred.

Intranet

We can set up an Intranet for your site to be used by employees or other groups that need to share non-public resources. An intranet is a secure location on your website that allows employees to login and access information specific to them, and you have the ability to set up multiple Intranet groups with varying view rights.

Most modules available to the public on your site are also available for use on the Intranet. For example, you can use the Calendar Module to notify employees of work events; FAQs to answer questions about wages; Notify Me® to send notification of flexible benefits deadlines; and News Flash module to let employees know of births, marriages and other personal events.

Levels of Rights

Most information is constantly changing and needs to be updated frequently. With CivicPlus, each department is capable of updating their own content. Even though each department can update their own information and web pages, the menu structure, top of page, banner and navigation throughout the site remains the consistent.

A central administrator is given the ability to establish groups with specific rights and capabilities to update the website. Users are then assigned to those groups based upon the role they will have in updating the website. Users of the administrative system may be defined as publishers or authors of the content, or as administrators of modules. A central publisher for each department can then approve the pages.

LDAP Authentication

LDAP authentication provides our clients with a powerful and simple way to manage users and permissions within our system by syncing your website up with your existing active directory database, negating the need for multiple user upload and sign-on. Features of this functionality include:

- Log on with existing network account credentials
- Automatic user creation
- Automatic permissions setup

- Integrate with other non-LDAP authentication systems
- Easy-to-use “remember me” sign-in
- Security features like “next required login”

Because LDAP authentication requires custom programming time, **additional fees apply**.

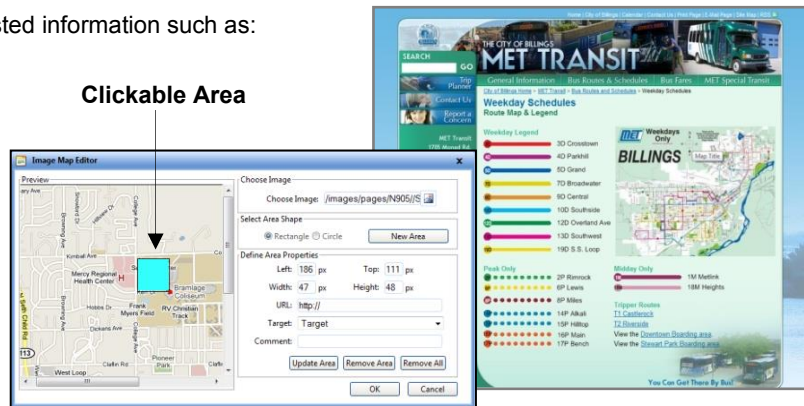
Link Redirects

This is helpful in marketing an area of your website by creating a web address that is easy to remember. Instead of sending your users to <http://civicplus.com/248/Awards-and-Recognition>, you can send them to <http://civicplus.com/awards>. A more obvious link is great for print materials and much easier to tell people how to find a particular page on the website.

Maps – Clickable, JavaScript or Flash

Help website users find commonly requested information such as:

- Bus schedules
- Parks
- Walking tours
- Bike paths
- Trash pick-up schedules
- Location of highways
- Tourist attractions
- Education information
- Major employers
- Demographics



Maps can be customized as simple, clickable maps through the use of our Image Map Editor, or more sophisticated JavaScript or Flash (additional fees required for Javascript or Flash development). Either one provides a great way to present your community to web visitors.

Media Center with Live Streaming Video

The Media Center Module provides an affordable way to upload video files and stream live video right through your website without the need to purchase costly third-party solutions.

Media Center is optimized for the storage of video files, but it takes you a step further by providing an avenue to stream meetings, demonstrations and events right through your website. All you need to get started is a camera connected to a computer with internet access.

Portal Page Development

Portal pages are often developed to bring numerous site resources together into one central entry location. Creating a graphic overview, the portal provides direction to a diverse group of site visitors while reinforcing your website's key message. Portal pages may be simple links or may be developed using animation such as JavaScript or Flash programming. Because there is additional design and programming time involved with portals, additional fees apply.

Printer Friendly

Our printer friendly functionality does more than simply call the browser's print command – it separates the critical content from the template so as to give a clean presentation of the information that needs to be printed without the menu structure and banner information.

RSS Feeds

RSS stands for Real Simple Syndication, and in short, it's a way of bringing your site to the people rather than waiting for them to come to your site to find out new information. When a user signs up for RSS feeds, they receive email notifications of the latest news updates without having to visit your website. RSS begins by downloading a free reader and then subscribing to the feed. Then, as often as the website is updated, the subscriber receives notifications of these updates at their earliest convenience.

Site Search

On the public side of the site, we supply all our clients with a robust site search with advanced search features. The CivicPlus Site Search will search through web pages on your site, PDF documents, any module entries and document files. Video and sound files are searched by name. The Site Search organizes the results by the type of information (calendar item, web page, Microsoft files, PDF documents, etc.)

With the Site Search Log, site administrators can review a history of searched-for words by frequency, date, time and exact terms input by site visitors. This is a helpful tool for your site users and also a means of keeping your staff in-the-know of what items are being regularly searched on your site.

Supported Browsers

Websites built by CivicPlus are viewable in all common browsers; however, they are optimized for administrative use with Windows 2000+ and supported in the two most recent versions of any major browser including: *Internet Explorer, Firefox, Safari and Chrome.*

Website Statistics

In order to review how your site visitors are using the site, administrators will be trained on the use and analysis of the web statistics, which are provided through Piwik Analytics. Important information can be pulled from this data in order to make decisions about the use of the website.

System Requirements

2.2.1 Website

Item#	Description	Mandatory Desired Optional	Comply Yes – No Partial
1	Ability to meet and conform to ADA, Section 508, accessibility standards.	M	Yes
2	Provide uniformity of design that is visually attractive, intuitive, and easy to use.	M	Yes
3	Provide all features and functionality that exist on current website (Vendors are strongly encouraged to carefully review the City's existing web presence).	M	Yes
4	Ability to have a homepage slideshow feature where fresh pictures are displayed frequently.	D	Yes
5	Provide seasonal background/color/style themes that can be quickly and easily be changed by City staff.	D	No – The City will not be able to make design changes after go live.
6	Robust search capability (i.e. Google or similar look and feel functionality preferred).	M	Yes
7	Site map provided that auto updates to reflect webpage and/change/deletes.	M	Yes
8	Website shall have universal sizing to accommodate monitors of various screen resolutions and sizes.	M	Yes
9	Consistent dropdown menus on all pages, with the ability to change the menus as needed.	M	Yes
10	Printer-friendly page capability with print button on every page.	M	Yes
11	Easy creation and management of data collection forms that allow for data capture into database formats. Module that allows us to easily select predetermined fields but also provides the ability to customize fields as needed.	D	Yes
12	Capable of providing automated notification when visitors complete forms or other activities (e.g. job interest, contact us, etc.). Ability to route forms to the appropriate department or staff person.	M	Yes
13	Capable of supporting all major operating systems (i.e. Windows, OSX, iOS, Android, etc.) and current versions of commonly used browsers (e.g. IE, Safari, Firefox, and Chrome).	M	Yes



14	Providing seamless access and rendering of the website from all major mobile devices (i.e. iPhone, iPads, Android, tablets, etc.) Pages should render clearly so they are easy to view and navigate on smaller screens.	M	Yes
15	Ability to link to other City pages and system, external webpages, and outsourced e-commerce servers from any page within the new system.	M	Yes
16	Support for a repository of current and archived City or Department news stories.	M	Yes
17	Ability to interface or integrate with Open Town Hall (Peak Democracy).	D	Yes
18	News stories can be posted to one or more twitter feed, Facebook pages, and/or other social media as they are posted to our website.	M	Yes
19	Ability to activate a banner at the top of all pages to alert citizens in case of breaking news or disaster.	D	Yes
20	Robust site usage and statistics tracking (to the page level) to allow the City to analyze how the public is using the website.	M	Yes
21	Design architecture allow the website to be rendered on older devices and operating systems within two seconds.	M	Yes
22	Ability to link to social networking sites (i.e. Facebook, Twitter, etc.)	M	Yes
23	Provide measures that prevent security breaches and access to confidential data collected and stored. In addition, provide immediate notification of any known or suspected breach and follow on investigation to assess breach and implement changes to remove risk.	M	Yes
24	Support "breadcrumb" type navigation	M	Yes
25	Interactive calendar	M	Yes
26	Ability to support calendaring via iCal or similar technology. Will allow user to import event into own calendar application such as outlook.	M	Partial – The GCMS® will work with iCal but not outlook.
27	Support a citywide master calendar and subcalendars that include events, meetings, holidays, etc. The calendars should allow management from a main calendar and allow for sharing across the website by content/subject matter category.	M	Yes



28	Ability to interface or integrate with the third party applications such as utility bill pay (authorize.net) and class/program registration (sportsites.com).	M	Yes
29	Provide secure website that meets emerging industry standard guidelines on privacy and accessibility.	M	Yes
30	Provide innovative ideas and recommendations for maximizing the City's web presence. Please provide additional recommendations that may not be covered in the prior requirements.	M	Yes – Please see our Recommended Project Enhancement Services Appendix.
31	Provide warranty on all services for 1 year following implementation.	M	Partial – CivicPlus will provide warranty on all services for 1 year from contract signing.
32	Provide telephone support with a 4 hour response from 7:30 AM – 5:30 PM PST Monday through Friday. The City may consider an alternative support schedule that meets our needs.	M	Yes
33	Provide emergency telephone support with 4 hour response from 5:31 PM to 7:29 AM PST Monday – Friday and on weekends and holidays. Please state the holidays recognized by your firm.	M	Yes – Holidays recognized include: Memorial Day Independence Day (4th of July) Labor Day Thanksgiving Day Friday after Thanksgiving Christmas Eve or the day after Christmas Christmas Day New Year's Day

2.2.2 Intranet or Comparable Technology

Item#	Description	Mandatory Desired Optional	Comply Yes – No Partial
1	Ability to build unlimited department, team, or project sites that accommodate documents, links, forms, news, blogs, calendars, surveys, and videos.	D	Partial – unlimited pages can be created for departments or teams. If separate sites are desired, additional fees will apply.
2	Ability to provide a centralized document management repository to store documents, reports, procedures, policies, and other shared materials.	D	Yes
3	Ability to support document collaboration and versioning with check in/checkout capability	D	Yes
4	Integration to Microsoft Active Directory to sync AD users onto the intranet. Support for single sign-on so that staff is automatically logged onto the intranet.	D	Partial – LDAP integration is available for an additional fee.
5	Ability for staff to create online forms and surveys that support the collection of information from other users and report results in standard data formats such as .xls, .csv, etc.	D	Yes
6	Ability to create intranet calendars to share special events, project schedules, conferences, holidays, meeting room bookings, training, etc. This includes the ability to create department level calendars to help track vacations and time off, conferences, meetings, events, etc.	D	Yes
7	Allow for the posting of City newsletters and articles to keep staff current with what is happening and upcoming events.	D	Yes
8	Allow for the creation of custom workflows to allow staff to engage in approval workflows and providing the ability to monitor and approve pending content or form submissions.	D	Yes
9	Provide innovative ideas and recommendations for maximizing the City's intranet. Please provide additional recommendations that may not be covered in the prior requirements.	D	Yes – Please see our Recommended Project Enhancement Services Appendix.
10	Provide warranty on all services for 1-year following implementation.	D	Partial – CivicPlus will provide warranty on all services for 1 year from contract signing.
11	Provide telephone support from 7:30 AM – 5:30 PM PST Monday – Friday. The City may consider an alternative support schedule that meets our needs.	D	Yes



2.2.3 Content Management System (CMS)

Item#	Description	Mandatory Desired Optional	Comply Yes – No Partial
1	Provide a comprehensive “full function”, easy to use solution that includes, but is not limited to, template creation, security and approval levels, WYSIWYG content editor, versioning, content scheduling, etc.	M	Yes
2	Ability to schedule system to automatically add/update/delete content upon approval of edited page.	M	Yes
3	Ability to give a City staff member both edit and approval for their designated areas of responsibility as well as to assign proxies during periods of absences.	M	Yes
4	Do not allow deleted pages to be accessible via search.	M	Yes
5	Comprehensive training and user help documentation.	M	Yes
6	Provide spell-check and grammar correction functionality.	M	Yes
7	Support allowing staff to post various file types on web pages for viewing and/or downloading (e.g. xls, .tif, .bmp, .jpg, .pdf, etc.)	M	Yes
8	Support viewing of video and/or photo galleries from City-provided content or allow links to photo galleries and videos hosted on another site.	M	Yes
9	Support the posting of maps and allow dynamic linking to the City GIS website.	M	Yes
10	Allow content editors flexibility in determining size and position of page features such as photographs.	M	Yes
11	Ability to map key pages to English-based URLs for marketing purposes and ease of access (e.g. http://riverbank.org/building would be the link to the Building Division webpage, regardless of the actual page name in the CMS.). A minimum of forty (40) such URLs shall be provided.	D	Yes
12	Provide a comprehensive audit capability to see who is modifying what and when	M	Yes
13	Ability to manage the City’s intranet using the CMS, including support for PHP programming, forms entry, and other features described above. Intranet content shall be stored in a separate data structure and/or on a separate server from Internet content	D	Yes
14	Automatic replication of navigation and menu changes to all related pages with no additional data entry.	M	Yes



15	Ability to add, change, and/or delete links between pages and/or to other websites as needed, with no vendor intervention required.	M	Yes
16	Ability to use CMS with Windows or OSX operating platforms and IE, Firefox, Chrome, Safari and other common browsers now and in the future.	M	Yes
17	Provide training for site administrators and content contributors.	M	Yes
18	Allow CMS to be accessible via external access – outside of our internal network.	M	Yes
19	Provide the ability to archive outdated documents and images.	M	Yes
20	Ability to optimize uploaded pictures and graphic files for quickest page loading.	M	Yes
21	Ability to publish and display photo galleries.	M	Yes
22	Ability to create and manage document galleries to organize and publish documents according to subject matter.	M	Yes
23	Ability to specify a publishing schedule for specific content.	M	Yes
24	Support for versioning and indexing of content to meet legal and policy-based Records Retention and Retrieval requirements.	M	Yes
25	Provide multi-lingual Content Integration with website content translation capabilities.	M	Yes
26	Ability to reorganize content to different sections of the website/intranet without manually changing content links.	M	Yes
27	Provide telephone support with a 4 hour response from 7:30 AM – 5:30 PM PST Monday through Friday. The City may consider an alternative support schedule that meets our needs.	M	Yes
28	Provide emergency telephone support with 4 hour response from 5:31 PM to 7:29 AM PST Monday – Friday and on weekends and holidays. Please state the holidays recognized by your firm.	M	Yes – Holidays recognized include: Memorial Day Independence Day (4th of July) Labor Day Thanksgiving Day Friday after Thanksgiving Christmas Eve or the day after Christmas Christmas Day New Year's Day

2.2.4 Web Hosting

Item#	Description	Mandatory Desired Optional	Comply Yes – No Partial
1	Provide a secure and reliable website.	M	Yes
2	Provide hosted website in vendor owned and operated data center. If not, please identify 3rd party that is providing the hosting.	M	Yes
3	Provide hosted website in SAS-70 facility.	M	Yes
4	Provide hosted website on high availability hardware (i.e. virtualization).	M	Yes
5	Provide hosted website in data center located within California.	D	No – Our hosting facility is located in Kansas City, MO.
6	Provide service access on a 24X7 basis with 99.99% uptime. If not, please provide clear description of guarantee availability.	M	No - CivicPlus guarantees 99.7% uptime.
7	Maintenance/downtime scheduled outside of normal business hours, with at least 2 weeks advance notice to City. If not, please provide clear description of process for scheduling downtime and notifying City.	M	Partial - Scheduled maintenance events occur during the least-trafficked hours on weekends and rarely result in downtime. Client will be notified in advance of any anticipated downtime not to exceed a period of six hours. If over the course of a year guaranteed uptime falls below 99.7%, independent of scheduled maintenance, CivicPlus agrees to provide a credit to client of 1% of the monthly cost for maintenance.
8	Technical support for system outages responds to priority service calls 24 x 7 with 2 hours guaranteed response time.	M	Yes - CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' GCMS® and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (if all lines are busy, messages will be returned within two hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin, with answers being provided within one business day. Emergency support is available 24-hours-a-day for designated, named



			Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management).
9	Technical support for system outages responds to priority service calls 24 x 7 with 2 hours guaranteed response time.	M	Yes – as explained above.
10	Site monitored for outages.	M	Yes
11	Ensure full system backups and provide recovery services to minimize impact to the City.	M	Yes - Extensive backups of CivicPlus' client's sites are conducted daily, weekly and monthly to ensure that even in the most unlikely of circumstances, limited-to-no site content will be lost.

Implementation Approach

CivicPlus maintains a staff of dozens of personnel who excel in the development and support of government websites. From project management, design and development to training and support, our highly qualified staff ensures the success of your website throughout all phases of construction and beyond. Our expert project leaders (listed below) will match you and your needs to a team of highly qualified specialists who will work directly with you throughout your entire project. *If selected, your project team, including project manager, will be assigned upon contract signing.*

Danny Elmore – Regional Sales Manager

As your regional sales manager, I will initially work with you to determine the best solutions for your administrative users and website audience. With over 10 years of experience in private and government sector sales, my extensive knowledge of our GCMS®, website usability expertise and client-driven philosophy will ensure that we arrive at the best solution for your budget. My professional background includes software sales, marketing and client relationship management.

Katrina Lewison – Manager of Project Administration

Katrina will assign a member of our seasoned project management team who will oversee the inter-departmental and client interactions, assuring that your project will be developed in a timely manner by professional website experts. Using their knowledge of effective online citizen engagement techniques – with specific case studies and examples – they will ensure the process transitions smoothly from phase to phase. Katrina has over 9 years of experience in client needs analysis and account management, personal coaching and goal setting, policy implementation and leadership training.



Jessica Jones – Manager of Content Development

Jessica will assign a team of content developers to Riverbank's project. She oversees the content quality management of the project and will ensure that projects remain on schedule and are completed in an excellent manner. Jessica has over 4 years of experience in customer service, customer support, content migrations and editing with a Bachelor of Arts degree in English Arts.

Tony Ridder – Manager of Creative Services

Tony will assign a senior designer to your project. The senior designer will assist the project manager in the direction of your project and will attend several meetings with you. Tony is the head of creative development and graphic representations and is responsible for each website overview and uniqueness. With a BA in Fine Art, Tony has over

20 years of graphic design, web design, computer and traditional illustration, photography and interactive media experience. In addition to design experience, he also has teaching, branding, logo, and media campaign expertise.

Quinton Randel – Manager of Training and Consulting

Quinton Randel will assign a trainer and/or consultant to the project. With over 5 years at CivicPlus, Quinton's experience in account management and customer service, technology sales, operation management and consulting has resulted in a team of trainers and consultants that will enhance your satisfaction with the project. Whether on-site or over the phone or webinar, your trainer will help teach you the skills necessary to effectively manage your website after go live. Adding consulting to your project will add dimension and insight on creating the best website for your community.

Amy Vikander – Director of Account Management

Upon launch of your website to the public, Amy will assign an account manager to PROSPECT. Your dedicated account manager will keep up on new CivicPlus products and optimize your site. This specialized team member can provide you with further information on how to engage your citizens, utilizing the tools that CivicPlus has put into place on your new website. Amy has over ten years of experience in customer service, team management, training, project management and managing customer relationships.

Robin Genschorck – Manager of Support

Our support team is available to assist your staff with technical questions. Robin's team is also proactive in identifying any potential issues before they occur. With Robin's experience in product engineering, her team is always current on the latest trends.

Our Project Development Approach

Consulting, design, usability guidance, programming, secure hosting and dedicated training -- CivicPlus delivers all of this and more during the development of your new website.

Typical Project Timeline	Timeline
Phase 1 – Website Optimization Includes: Needs assessment, best practices, and takeaways assigned.	4-6 weeks
Phase 2 - Website Layout Includes: Layout presentation, mood board and main navigation review, design feedback meeting and approval and takeaways assigned.	3-5 weeks
Phase 3 – Website Reveal Includes: Presentation of a functional website based on goals, recommendations and combined vision; final approval and takeaways assigned.	3-5 weeks
Phase 4 – Customized Training Includes: Customized to give your staff the skills they need to maintain your website.	3-4 week
Phase 5 – Go Live	3-5 weeks
Website Launch	16 - 24 Weeks (On Average)

The timeline above is representative of a typical project; upon contract signing your project manager will work with you to create an ideal timeline for your project. Working together, we want to ensure a realistic timeline is available to meet your specific goals. Through the outline of our proven development model provided in this proposal, development timelines can be estimated based on the date of the project's initiation.



Kick-Off Meeting

During the initial kick-off meeting, you will meet your project manager to establish your project timeline, review the startup kit and discuss the takeaway items that need to be completed. Your project manager will discuss the implications of deadlines and the expectations required to keep the project on track.

Phase 1: Website Optimization

Review needs

We will review where you are now and discuss where you want to go.

Functionality, Design & Content

We will review how you want your website to look, feel and function.

Best Practices

We will discuss our CivicPlus content best practices and standards

Phase 2: Website Layout

Based on your results and goals outlined during the website optimization phase, your project team will collaborate to present the most effective user interface for your website, ensuring a flexible design optimized to display in any format now and in the future. Deliverables include:

Layout

You will be presented with a custom layout that showcases the placement of your navigation and key functionality. Very similar to the floor plan of a house, the layout will allow you to focus on where things are and if the function and proportion of the space is adequate.

Global Navigation

Simple navigation and consistent page layouts ensure that your visitors can easily find the information they seek. We'll provide you with a complete recommended navigation for your new website based on your community engagement goals and our prior experience in working with government entities.

Mood Board

Your Project Team will also present a custom mood board reflecting the color and imagery that will set the tone for your design. A mood board is a collection of colors, textures, images, graphics, text and descriptive words. These items will be applied to the floor plan you choose. Think of this as the paint that will be used on the canvas that you have chosen.

Phase 3: Website Reveal

Your Project Team will present a fully functional website based on your goals, our recommendations and our combined vision. The team will explain how its expertise has shaped your design and transformed your navigational structure. Your website is now 85 percent complete and is getting closer to launch!

Content Development

During the Kick-Off Meeting and Phase 1 your staff had the role of updating the content on your current primary site. While you are making design decisions, our content development team will optimize and reorganize your content based on CivicPlus best practices. Content from sites other than the primary site can be migrated to the new primary site for an additional fee.

The CivicPlus content usability experts research and establish their standards from the following resources: Jakob Nielsen, www.Usability.gov and www.HowTo.gov. We will format and reorganize your content so it is easy for visitors to quickly scan and retrieve desired information. There is no limit to the pages you can create after you have gone through training.

Design Review

You will have the opportunity to evaluate and collaborate with the Project Team on proposed changes. You can revise your design composition as many times as you deem necessary, up to the deadline that you and your project manager agree upon during the timeline meeting (the average client requests a total of three). After that deadline, your project's Go Live date will be adjusted.

Following design approval and functionality development, we conduct a review to ensure your expectations are met and website best practices are upheld. Custom designs are rarely produced in anticipation of a project. Copyright authorization and/or photography production are required unless you already have quality, usable photographs.

Accessibility Compliance

Our designers and programmers automatically implement all the accessibility features necessary to ensure your site is compliant with accessibility standards outlined within Section 508. We will make recommendations on best practices for keeping your content accessible and available for all users by ensuring that, among other things: all menu items are clickable, submenus display throughout the site, alt tags are used for images, site maps are dynamically generated and documents and links can be set to open in the same window

CivicPlus recognizes accessibility standards recommendations made by a variety of groups, including the World Wide Web Consortium (W3C) and the Web Accessibility Initiative (WAI) as written in the Web Content Accessibility Guidelines (WCAG). Through adherence to Section 508, CivicPlus is able to meet almost all Priority One, Two and Three guidelines set forth in the WCAG. Those left unmet do not need to be addressed in order to allow basic access to content; some of the more stringent requirements of the WCAG may limit design and content development options.

Phase 4: Customized Training

Our goal for training is to give your staff the skills and tools they need to quickly and easily keep your website current. Trainers will work with you to ensure your staff is correctly trained. Before your site is launched, CivicPlus provides in-person or online webinar training to equip your staff with the knowledge, tools and comfort level needed to maintain the site's integrity upon Go Live.

Regardless of technical ability, we will help your staff gain the confidence to effectively maintain your website.

Website Best-Practice & Usability Consultation

Based on your internal daily tasks and workflow, CivicPlus consultants share best practices with your staff for delivering automated services to your site's visitors. One-on-one or department-specific task analysis is included. Each hands-on session is designed to enhance your team's communication skills and highlight their individual specialties that emphasize your public value.

Features, Module & Page Creation Training for Administrators & Content Contributors

To better understand your site's navigation and page layout and how these affect target audiences, we will instruct your staff on creating area-rights and back-end features for site administration as well as review all the modules included with your site. Your staff will learn how to create links, format text and lay out pages for usability and scannability. *Training manuals are available online and can be downloaded at no cost.*

Phase 5: Go Live

Your Project Team will provide you the information you need to prepare your site for Go Live. This is an exciting time; it is the last step before your new site launches!

Testing and Review

You typically have three weeks after training to become familiar with your site. This will allow you to add, create and make adjustments to content on your production site, as well as ensure overall satisfaction with your website. Content changes will display and function the same way before and after your Go Live date.

Upon completion of a collaborative final review of the website and a final spelling and links checkup by our Quality Control Team, your domain name is directed to the newly developed website.

We will confirm that your initial communication goals developed in Phase 1 have been met, and then your new website is launched to the public. You will continue to receive both technical and consultative support.



Your role

The City of Riverbank will have homework to complete to help the CivicPlus project team create the strongest possible website for your community.

- **Assess Your Current Website**

For the best consulting experience possible the following takeaways need to be completed prior to your consulting:

Functionality and Design Form - Prior to starting this form, research other websites that you like based on functionality and design elements. Provide URLs and specifics about what you like. This form also asks for details on your community's tagline, logo and branding.

Web Team Form - Prior to starting this form, please have an understanding of your project goals, focus and expectations. This allows your CivicPlus Project Team to develop a site specific to your needs and lays the foundation for developing a highly functional information architecture.

Content Form – The information that you provide on this form will also help the content development to assess your wants and needs.

- **Clean House**

Update the content on your current primary live website. This step is critical to guaranteeing the information available is relevant, fresh and on-point. Your staff should delete any pages from your current website that you no longer want or need and ensure the remaining information is applicable and up-to-date.

- **Gather Photos and Logos**

Collect pictures that will be used in the overall design and logos or branding that should remain consistent.

- **Department List**

Provide a list of all departments in your city.

- **Website Statistics**

Provide statistics from your current site for the last 12 months along with a list of all pages and downloaded documents.

- **Site Map**

Provide the outline of your current site's navigational structure.

- **External Application List**

Supply a list of all third-party or in-house applications being utilized.

- **Template for PDF's**

Create a MS Word document template that features your branding and logo.

- **Verbatim Content**

Compile a list of any content on your current website that must remain as-is.

- **Update Content**

This step is critical to guaranteeing the information available is relevant, fresh and on-point. Delete any pages from your current website that you no longer want or need. Ensure the remaining information is applicable and up-to-date.

- **Update Internet Browsers**

Supported browsers include the latest versions of Mozilla Firefox, Google Chrome, and Internet Explorer 10.

Ongoing Support and Hosting Services

CivicPlus' Network Operations Center – based in Kansas City, MO – is set up specifically for website hosting and administration. Redundant power sources and internet access ensure consistent and stable connections, and regular hardware upgrades make certain that CivicPlus-hosted sites are maintained on up-to-date, reliable equipment.

Hosting With CivicPlus Includes:	
• Shared Web/SQL Server • DNS Consulting and Maintenance • Monitor Bandwidth-Router Traffic • Redundant ISP • Redundant Cooling	• Diesel Powered Generator • Nightly Tape Backup • Intrusion Detection and Prevention • Antivirus Protection • Hardware Upgrades
Physical Security	• Biometric access • Proximity card key system prevents unauthorized access to servers • High-resolution, closed-circuit video with time lapse recording covering secured areas • All visitors require a full-time escort within hosting area • Redundant cooling systems
Power	• All systems fed by uninterruptible power supplies (UPSs) with diesel-powered generator backup
Bandwidth	• 1GB burstable internet capability with option to expand • Multiple carriers to provide redundancy for continuous connectivity – including MCI/Verizon, Hurricane Electric and Cogent • AT&T: 45Mbps fiber optic network • Cox: 100Mbps fiber optic network • BGP internet routing; continuously monitor and manually balance internet load between carriers for optimal speed
Monitoring	• Round-the-clock (24/7/365) monitoring of all critical components, including: internet connectivity, servers, routers, switches and power systems
Backup	• Tape backup performed daily • Off-site tape archive
Antivirus	• Continuously scan system • Signature files auto-updated every 4 hours from national registry
Data Security	• Server operating systems applied as necessary • Router level port blocking and reporting • Router level packet filtering and reporting • Server level port blocking and logging • Ongoing security analysis by Cisco security specialist
Data Redundancy	• RAID Level 5 data storage array • RAID 1 + 0
Intrusion Detection	• Redundant Palo Alto Advanced Services Firewalls
Staff Certifications	• Full-time electrical engineers (EE) • Full-time Microsoft-certified systems engineers (MCSE) • Full-time Cisco-certified network associates (CCNA) • Full-time Cisco-certified network professionals (CCNP)

Resource Center

With CivicPlus, you will discover a team of people ready to help you at any time. We are not just with you for the development, design and launch – we will be here year after year to respond to new needs and new opportunities for you to build your site into the best site it can be.

Dedicated Account Management

CivicPlus has a team of dedicated account managers to help you implement the tools needed to successfully meet the level of Community Engagement that you desire. Upon website Go Live, you will have a dedicated member of this team to help you keep up on new CivicPlus products and optimize your site. This specialized team member can provide you with further information on how to engage your citizens, utilizing the tools that CivicPlus has put into place on your new website.

Around-the-Clock Technical Support

Our support personnel are ready to answer your staff members' questions and ensure their confidence in using our site. When you choose CivicPlus, our knowledgeable staff is available from 7 a.m. to 7 p.m. (CST) to field your calls and emails, and emergency services are available after regular hours with our on-call staff 24-hours a day.

In addition to fielding support requests, CivicPlus is proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity and the internet in general, our personnel often identify and correct issues before they even affect our clients' websites. Our expertise in website management provides assurance to our clients that their site is in good hands.

Maintenance & Support Includes:	
Support	Maintenance of CivicPlus Application & Modules
7 a.m. – 7 p.m. (CST) Mon. – Fri. (excluding holidays)	Install Service Patches for OS
24/7 Emergency Support	System Enhancements
Dedicated Support Personnel	Fixes
2-hour Response During Normal Hours	Improvements
Usability Improvements	Integration
Integration of System Enhancements	Testing
Proactive Support for Updates and Fixes	Development
Online Training Manuals	Usage License
Monthly Newsletters	
Phone Consulting	
CivicPlus Connection	

Pricing

All Quotes are in US Dollars and Valid for 30 Days from August 5, 2014.

CivicPlus prices on a per project basis. We have found that this type of pricing structure eliminates surprise costs and is overall more cost effective. Our goal is not to “nickel and dime” our clients with hidden fees or hourly rates. We have attempted to come up with the most cost effective solution while still meeting your needs. This model of pricing eliminates the uncertainty of paying by the hour and provides you with a concrete price that only varies if additional functionality or work outside of the original project scope is requested.

Project Development and Deployment	
<i>Initial GCMS® upgrades, maintenance, support and hosting – no additional cost</i>	\$25,626
<i>Server Storage not to exceed 15 GB</i>	
Total Fees Year 1 \$25,626	

With CivicPlus' Annual Services, you'll enjoy redundant hosting services, daily backups, extensive disaster recovery plans, 24/7 support, software maintenance, system enhancements, recurring training, and access to the CivicPlus community. Protecting your investment is important, and our Annual Services allow you to receive maximum benefit at minimal cost. Over the course of a year, you'll receive system enhancements, maintenance and optimization. Additionally, your staff will have full access to our support staff, ensuring that they're always up to date on our latest features and functionality.

The CivicPlus Built-In Redesign

At CivicPlus, we realize that over time, you might decide that you want to change your design by giving it a visual refresh, so to speak. On average, we have noticed that clients tend to request a redesign about every four or five years in the life of a typical government website.

But instead of starting completely over from scratch with a new website rebuild, CivicPlus has an option that can not only help save you time and effort, but *lots* of money too!

At the end of your fourth year of continuous service with us, you are eligible to receive a website redesign with no further out-of-pocket expense. The cost of the redesign is included in your annual fees each year, giving you the knowledge that your website design will never become stale and that you'll never have to build your site from the ground up again!

Annual Services (Continuing GCMS® Enhancements, Maintenance, Support and Hosting)	\$4,734
<i>Billed 12 months from contract signing; subject to annual 5% increase year 3 and beyond</i>	

Optional Multi-Year Payment Plan – CivicPlus Advantage

CivicPlus Advantage offers local governments an alternative payment plan that eases the impact of a new website on your budget and **spreads the one-time project development costs over a longer period of time.**

Through a minimum three-year contract, CivicPlus Advantage dramatically lowers the one-time project development and start-up costs of launching a new website, **combining one-time and recurring fees and spreading them over the life of the contract.**

CivicPlus Advantage	1st Year	2nd Year	3rd Year	4th Year
Annual Recurring Fees	\$11,698	\$11,698	\$11,698	\$5,219

Project Development Scope of Work

Kick-Off Meeting <u>Deliverable:</u> Project Timeline, training jump start and worksheets	
CivicPlus will: • assign a project manager to this project • conduct a Project kickoff to review awarded contract • establish communication plan for the duration of the project effort • work with Riverbank to identify all key internal and external project stakeholders • develop project plan and timeline • provide Project Management and Support	Riverbank will: • review and approve of project plan within 5 business days • if modifications are required after the review of the initial project plan, Riverbank has 10 business days to address the modifications and come to a consensus. • approve the project plan (limited to two reviews) prior to proceeding with the project. • complete the following prior to Phase 1: Functionality and Design Form, Web Team Form and Content Form • update the current primary live website content and delete any pages from the website that are no longer wanted or needed.
Phase 1: Website Optimization <u>Deliverable:</u> Needs assessment, best practices and worksheets	
CivicPlus will: • provide communication support to Riverbank, key stakeholders and personnel via weekly status reports and via phone when required • review the goals and expectations submitted on the forms Riverbank completed to ensure Riverbank 's needs are clearly understood • conduct a presentation of findings and recommendations to key project stakeholders	Riverbank will: • gather statistics from the current website from the past 12 months and provide to CivicPlus • collect pictures to be used in the overall design of the new website and provide to CivicPlus • provide a MS Word document template that features your branding/logo and provide to CivicPlus. • compile a list of all divisions and/or departments within the organization and provide to CivicPlus • submit a list of third-party and in-house developed applications presently being utilized on the current website and provide to CivicPlus • pull a site map or outline of the current website's navigational structure and provide to CivicPlus • a list of any content on the current primary website that must remain as is (verbatim) because of legal requirements



Phase 2: Website Layout <u>Deliverable:</u> Website layout and mood board will be presented for your approval	
CivicPlus will: - present one custom layout and one mood board based on the goals determined in the previous phase. The presented layout will show the placement of the navigation and functionality. The mood board will reflect the color and imagery that will represent the tone of the design - begin development of the website design upon layout and mood board approval	Riverbank will: - approve one layout and the mood board - review marketing packet material and guidelines - will provide CivicPlus will all the necessary DNS items identified for the website 1st billing milestone approved
Phase 3: Website Reveal <u>Deliverable:</u> Completed website design and navigation structure will be presented. You will be able to propose changes at this time.	
CivicPlus will: - present a fully functional website - present the up to fifty pages of website content Riverbank contracted for - After Riverbank approves the design, content and functionality CivicPlus will conduct a review of the website to ensure the statement of work is met - work with Riverbank to prepare for training	Riverbank will: - evaluate the website design and content and provide CivicPlus with feedback - collaborate with CivicPlus on proposed changes - revise the design as many times as deemed necessary, up to the deadline set by Riverbank and CivicPlus during the Kick-off meeting - If design changes are requested after the set date, the project's go live will be adjusted
Phase 4: 24 Hours Customized Interactive Webinar Training for up to 6 employees <u>Deliverable:</u> Train System Administrator(s) on GCMS® Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.	
CivicPlus will: - provided training to Riverbank before the website goes live - train up to 6 Riverbank staff members based on internal daily task and workflow - train staff members on how to use the GCMS®, update content pages and modules - provide access to training online training manuals and videos for the Riverbank staff	Riverbank will: - provide a location for training in PROSPECT with internet access - provide computers for staff to be trained on 2nd billing milestone approved
Phase 5: Go Live <u>Deliverable:</u> Custom website launched to the public.	
CivicPlus will: - fix system issues and bugs that Riverbank finds - CivicPlus' Quality Control team will complete a final spelling and links check - redirect the domain name to the newly developed website when Riverbank signs off on the project	Riverbank will: - have about three weeks to test and update the final site - notify CivicPlus on any system issues or bugs that CivicPlus needs to fix
Project Enhancement: Media Center Module include 10 GB of storage	

Project Development and Deployment Includes the Following:

Modules		Functionality
• Agenda Center • Alerts Center & Emergency Alert Notification • Archive Center • Bid Postings • Blog • Business/Resource Directory • Calendar • Carbon Calculator • Citizen Request Tracker™ (5 users) • Community Connection • Community Voice™ • Document Center • ePayment Center • Facilities & Reservations with Activities • Frequently Asked Questions • Forms Center • Healthy City • Intranet • Job Postings • My Dashboard • News Flash • Notify Me® email and 500 SMS subscribers • Online Job Application with 1 Generic Application • Opinion Poll • Photo Gallery • Quick Links • Real Estate Locator • Spotlight • Staff Directory		• Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Graphic Link Administration • Links Redirect and Broken Links Finder • Menu Management • Mouse-over Menu Structure • MuniMobile™ (Mobile Website Browsing) • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics • Printer Friendly/Email Page • Rotating Content • RSS • Site Layout Options • Site Search & Entry Log • Slideshow • Social Media Integration (Facebook, Share and Twitter) • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log
Support	Maintenance of CivicPlus Application & Modules	Hosting
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response During Normal Hours Usability Improvements Integration of System Enhancements Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection	Install Service Patches for OS System Enhancements Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Diesel Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware

Additional Information

Example of a User Manual

CIVICPLUS
HELPING COMMUNITIES ENGAGE & INTERACT

Admin Toolbar

Admin Home

My Shortcuts

- Bad Postings
- CivicPlus Connection
- Document Center
- FAQs
- Forms
- Job Postings
- Page Menu
- Agenda

Activity

RECENT ACTIVITY (Show more)

- Interior Theme 1
Admin: Administrator - Website - 1 day ago (Aug 20 9:28 AM)
- Home Theme 3
Admin: Administrator - Website - 1 day ago (Aug 20 9:27 AM)
- Commercial Properties For Sale
1 day ago (Aug 20 9:14 AM)

Action Items

- PENDING APPROVAL
- DECLINED ITEMS
- EXPIRING ITEMS (3 items)
- Keep in Touch
Patricia Morgan - In 3 years (Apr 8 11:55 PM)
- Stay connected
Patricia Morgan - In 3 years (Apr 8 11:55 PM)
- Why are you visiting our site?
Patricia Morgan - In 100 years (Dec 22 11:55 PM)

Messages (Write New)

CIVICPLUS MESSAGES (Show all 22 items)

- Managing the New Agenda Center
System - 8 months ago (Nov 9 12:44 PM)
- Promote "My Dashboard" on your website!
System - 8 months ago (Oct 28 11:22 AM)
- CivicPlus' New Agenda Center Rolling Out to Your Site
System - 8 months ago (Oct 24 10:18 AM)

MY MESSAGES

You have no messages.

The Admin Tool Bar is the dark blue bar located at the very top of your Admin Home Screen

Section 1: Viewing your Site & Admin Home Page

View the Front End (Public Side)

1. Login to the Admin side of your website
2. Click on the House Icon in your new Admin Toolbar
3. Choose the option that says the name of your website (Fig 1.1)

Test Site CP-Sandbox5-V3 Home Page

Admin Home

Fig. 1.1 (Example: Test Site would take you to Front End)

View the Admin Home Page

1. Click on the House Icon in your new Admin Toolbar
2. Choose the option that says Admin Home

Example of a Training Manual



Page Menu Manual

PAGE 1 of 3

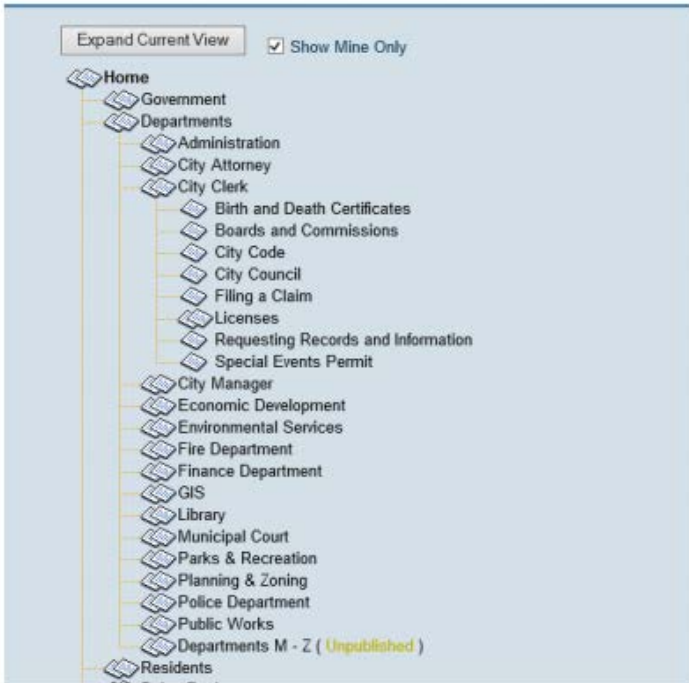
Make sure you are logged into the admin side of the site; everything will be shades of blue.

Select Pages in the admin toolbar, the dark blue bar at the top of the page.



The place you land is called the *Page Menu*. The following describes actions possible there.

These are the non-active items you will see in the page menu. That is to say they exist without hovering over any of the page names.



- The “two page” icon is sometimes called a “Parent” page; it indicates that sub pages (sometimes called “Child” pages) exist below this page. Clicking on the icon will expand to display the next level of pages.
- The “single page” icon indicates that this page has no sub pages.
 - Both are pages themselves which means they need to contain content. There are several options if you have no content for a 'category' page, the best of which is often the 'Dynamic Subpage' content option.

➤ (Hidden) means a page has been set to “Don't Display in Menu” in the Rename/Properties area. It is a live page, can be referenced from another page, but it

Sample Terms and Conditions

Client Deliverable

1. Icon Enterprises, Inc., d/b/a CivicPlus ("CivicPlus") will create a unique website for the Client that includes all functionality and hosting as defined in Exhibit A – CivicPlus Project Deliverables, attached hereto.
2. After 48 consecutive months under these terms and associated pricing, Client becomes fully eligible for a CP Basic Redesign at no additional cost. See Exhibit B for complete details.

Additional Services

3. Client may contract with CivicPlus for additional Consulting, Website Design, Setup, Programming, site modification, Training services (Project Development Services), additional Graphic Design that exceed those defined in Exhibit A. CivicPlus will invoice Client at the completion of the service and prior to project Go-Live. Services that involve billable time beyond the contracted amount will be documented and invoiced. Written approval by the Client is necessary before billable time is incurred.
4. Client may contract with CivicPlus for additional Annual Services that exceed those defined in Exhibit A and CivicPlus will invoice Client for additional Annual Services upon completion of the service and prior to project Go-Live. Product Suites or modules that incur additional usage fees may be purchased and activated at any time.
5. Acceptance of this Agreement signifies Client's approval of any billable time specifically related to training services as detailed in Exhibit A, wherein a stated number of attendees is specified. Coverage for additional attendees not covered under this agreement is billed at a per diem rate specified in Exhibit A.

Billing & Payment Terms

6. As detailed in Exhibit A.1 – Project Development Scope of Work, one half of the total First Year Fee will be billed upon completion of Phase 2: Website Layout. The remainder of the total First Year Fee and any additional Project Development services will be invoiced after Phase 4: Customized Website Training has been completed. Acceptance of the timeline established with the CivicPlus project manager indicates the acceptance of the billing milestones.
7. The Client shall acknowledge project completion and acceptance notification prior to project go-live. The date may be extended if material system or operational failures are encountered. Immediately after completing training the final bill for the project development services will be billable and payable. All Parties agree that the website will not go-live until the project is accepted in writing by the Client.
8. Total First Year invoices are due by the first of the following month, but no later than 30 days from invoice date. Project Development will be discontinued if payment is not made within 30 days after the invoice due date.
9. Invoicing for Year 2 Annual Services begins one (1) year from contract signing.
10. Annual Services invoices may be prorated in order to correlate with the Client's budget year, and are invoiced prior to the year of service.
11. After project go-live, if the Client's account exceeds 60 days past due, Support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Services will be discontinued until the Client's account is made current. Client will be given 30 days notice prior to discontinuation of services for non-payment.
12. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
13. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
14. Provided the Client's account is current, at any time the Client may request an electronic copy of the website graphic designs, the page content, all module content, all importable/exportable data, and all archived

information ("Customer Content"). Client agrees to pay \$250 per completed request. Provided the Client's account is current, upon termination of services Client may request a complimentary electronic copy of website Customer Content.

15. Client acknowledges and agrees that certain services for which Client is contracting hereunder may be rendered by or with third-party providers under contract with CivicPlus, and thus the cost of such services hereunder is dependent upon the financial arrangements between CivicPlus and such third-party providers. Client acknowledges and agrees that the price to Client for the services hereunder may be reasonably adjusted at any time, at CivicPlus' sole discretion, to reflect an increase in cost to CivicPlus as a result of its financial arrangement with a third-party provider. Client acknowledges and agrees that this Agreement as so modified will continue in full force and effect as otherwise provided herein, and that Client will pay any such increased price according to such other payment terms hereof.

Agreement Renewal

16. This contract shall remain in effect for a period of one year (12 months) from signing. In the event that neither party gives 60 days' notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term. After 48 consecutive months under the terms of this contract and associated pricing, Client will be fully eligible for a CP Basic Redesign at no additional cost.
17. Either party may terminate the agreement at the end of the contract term by providing the other party with 60 days written notice prior to the contract renewal date.
18. In the event of early termination of this Agreement by the Client, Client forfeits eligibility for the CP Basic Redesign and all funds applied to such eligibility and full payment of the remainder of the contract is due within 15 days of termination.
19. Each year this Agreement is in effect, a technology investment and benefit fee of 5 percent (%) of the total Annual Services costs will be applied.

Support

20. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
21. Support includes providing technical support of the GCMS® software, application support (pages and modules), and technical maintenance of Client's website. CivicPlus support does not include support of 3rd party applications. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
22. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the Client, take action to correct any problems or defects discovered in the GCMS® software and reported to CivicPlus by the Client, such warranty to include ongoing maintenance upgrades and technical error correction.
23. CivicPlus provides online website statistics software at no extra charge. If Client desires to use other website statistic software, CivicPlus will provide the necessary log file access.

Marketing

24. Client will work with the CivicPlus Marketing Department to make a reasonable attempt to gather information and meet deadlines associated with website award contest entries throughout the term of this agreement, and to create a case study related to their website.
25. Client permits CivicPlus to include an example of the Client's home page and a link to the Client's website on the CivicPlus corporate website.
26. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.

27. Client allows CivicPlus to display a “Government Websites by CivicPlus” insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this agreement assumes such perpetual permission.

Intellectual Property, Ownership & Content Responsibility

28. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content.
29. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
30. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet “links” to the GCMS® software or “frame” or “mirror” any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software.
31. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

32. Client shall defend, indemnify and hold harmless CivicPlus, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney’s fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the negligence or willful misconduct on the part of CivicPlus. If Client and CivicPlus are both negligent, damages shall be apportioned in accordance with the percentage of negligence of each party. This paragraph is not intended to benefit entities not a party to this contract.

Liabilities

33. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities.
34. Except as expressly provided in this Agreement, CivicPlus makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

Force Majeure

35. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

36. It is CivicPlus’ policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client’s state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction’s tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Exceptions and Clarifications

Example:

RFP Page 16, 3.3 Proposal Format - Identify any exceptions that the vendor wishes to take from the City's standard professional services terms and conditions as found in Appendix A.

We were unable to locate the sample terms and conditions. CivicPlus looks forward to negotiating a mutually beneficial agreement. We have included our standard terms and conditions in the Additional Information Section.

Conclusion

As your website committee narrows the search for a vendor to create the website for Riverbank, CivicPlus would like to be your partner of choice.

Our experienced and knowledgeable professionals are committed to creating the communication infrastructure that Riverbank desires.

- When deciding on your redevelopment partner, please remember that our diverse teams of industry professionals are committed to creating the communication infrastructure that Riverbank desires. Your assigned project team will work with you one-on-one throughout all of the phases of your project.
- We will create a custom site that is unique and engaging that reflects your community.
- We will remain a trusted advisor and support resource after the site launches.
- We will ensure that your website continues to be adaptable to industry trends and changes in technology.

We have the expertise to help your city work better, help citizens help themselves and build a website both you and your citizens will use.

Recommended Project Enhancement Services Appendix

Based on CivicPlus' past experience, we have suggested a plan for the research, design and implementation of the website project. All aspects listed below can be modified or expanded to meet your needs and requirements.

Planning Phase - a review of your current site statistics with a report to assist departments in determining what content will be needed for the new site.	
Project Launch	\$4,000
Design Phase up to 10 departments (\$1,000 per additional department)	
-Navigation and Content • Meet with web committee to determine guard rails and city/county priorities • Meetings with department representative to determine: ○ priority services ○ current website activity ○ current counter/phone activity ○ department goals/KPIs • Prepare a work-flow chart for major city services • Prepare a recommended architecture based on the analysis of statistics, community planning and department reviews • Recommendation of products to provide priority services • Review architecture with web committee • Review individual areas of architecture with department representatives • Develop methods for city staff to implement the action plans up to and including, software, hardware, methods, work-flow, and accountability Deliverables: Approved navigation for website; Department goals and metrics; 5 weeks on-site to meet with departments and gather content; Department action plans	\$10,000
-Design Consulting	\$2,000
-Work-flow Consulting	\$4,000
-Communication Plan Development	\$2,000
-All four Design Phase Options	\$14,400
Maintenance Phase – reviewing your site regularly and retraining staff will lessen the burden on staff and keep the site up-to-date and effective.	
-Website Review 6 months after website go live • Review website statistics to view activity • Review navigation • Review search statistics to discover missing items • Present a report with findings • Review individual reports with departments to update and optimize the site	\$8,000



-Refresher Training 6 months after go live • Train department representatives on the product and usage • Train department representatives on web trends, best practices and usage • Conduct a workshop where department representatives work on their real pages and items and ask questions about accomplishing desired results according to department goals	\$8,000
-Website Review 1.5 years after go live • Review website statistics to view activity • Review navigation • Review search statistics to discover missing items • Review department progress on goals and update goals • Present a report with findings • Review individual reports with departments to update and optimize the site and help them setup for the new year's goals	\$8,000
-All three Maintenance Phase options	\$19,200
Total Package for 18 Days On-site	\$46,000

CITY OF RIVERBANK

RESOLUTION NO. 2014-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA,
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CIVICPLUS FOR
THE DESIGN AND IMPLEMENTATION OF A NEW CITY WEBSITE AND APPROPRIATE
\$11,700.00 IN GENERAL FUND RESERVES FOR THE 2014-15 FISCAL YEAR**

WHEREAS, it is the City of Riverbank's desire to facilitate the operation of government and the disbursement of government information and services to the residents and business of Riverbank; and,

WHEREAS, the Internet has increasingly become an avenue through which government can disburse information and where residents and businesses can obtain information regarding important government services; and,

WHEREAS, the City of Riverbank Strategic Plan established a three-year goal to Enhance Professionalism and Customer Service; and,

WHEREAS, in order to achieve the three year goals, the City Council established an objective to "Develop and distribute an RFP to develop a new website design"; and,

WHEREAS, after an evaluation of the proposals received the City's Website Committee recommends awarding a contract to CivicPlus for the design and implementation of a new City website.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby:

1. Authorizes the City Manager to execute a contract with CivicPlus for the design and implementation of a new City website; and,
2. Appropriates \$11,700.00 from the General Fund Reserves to account number 101-408.000-706.047 for the 2014-15 Fiscal Year.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 10th day of November, 2014; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

Attachments: Contract Copy

SPECIAL RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.2

SECTION 3: BUSINESS

Meeting Date:	November 10, 2014
Subject:	Advanced Funding Agreement for the Processing of the Crossroads West Specific Plan, General Plan Amendment, and Annexation and CEQA services
From:	Jill Anderson, City Manager
Submitted by:	John B. Anderson, Consulting Community Development Director

RECOMMENDATION

It is recommended by that the City Council, by minute action, authorize the City Manager to enter into an Advanced Funding Agreement to cover staffing, legal and special consultant charges anticipated with the processing of the Crossroads West Specific Plan and Annexation proposal.

SUMMARY

City staff has been working with prospective developers of approximately 380 acres of land westerly of Oakdale Road, between MID Main Irrigation lateral north of Morrill Road to the north and Claribel Road to the south to develop a Specific Plan which contemplates the development of the area with commercial and residential sites. The plan area also includes the Riverbank Sports complex.

The proposed project would require a number of General Plan Amendments, Sphere of Influence expansion, Annexation, update to the Municipal Services Plan and the establishment of an agricultural mitigation strategy. The application is supported by the major land owners or their representatives, who represent 354 acres of the 380 acre planning area. The developers, who are working together, are Western Pacific Holdings, Inc.; the Harrigfeld Family; and the Machado Family.

GENERAL PLAN CRITERIA FOR ANNEXATION

On February 24, 2014, the City Council held a public hearing to consider modifications to the adopted annexation strategies identified in the 2005-2025 General Plan. The 2005-2025 General Plan, in its Implementation Element, requires the preparation of Specific Plans for all areas considered for annexation. Resolution No. 2014-011,

adopted by the City Council February 24, 2014, sets forth specific guidelines and criteria for the consideration of new annexation areas as described below:

The City will consider Planning Area Boundaries only if they meet the following criteria:

1. The Planning Area is physically contiguous to the existing City limit boundary.
2. Specific Plan areas shall generally be 200 acres or so. Smaller Specific Plan areas shall be considered and allowed subject to City Council approval.
3. A specific plan may encompass a small area if the City finds that it will constitute a significant portion of a distinct and cohesive neighborhood and will otherwise correlate with planning, installation, and financing of infrastructure for the specific plan.
4. Require preparation and approval of a specific plan for each future growth and annexation area to direct comprehensive and orderly planning. In this regard each property owner is required to pay their fair share of the expenses associated with the Specific Plan effort including CEQA documents.
5. The Specific Plan can demonstrate that facilities, services and infrastructure are adequate to serve proposed annexations in accordance with city standards.
6. Rights of way, utilities, and agricultural buffers shall be included within the Specific Plan boundary.
7. In order to ensure connectivity to the existing city, arterial and collector streets shall be designed, and sufficient right of way reserved, to comply with the Circulation Element of the 2005-2025 General Plan.
8. A single Specific plan covering the designated area will be required prior to any project approvals in that area. Development and funding of the specific plan will be the responsibility of the landowner(s) or authorized development representative.
9. Specific plans within new growth areas shall be prepared consistent with the "Specific Plan Content" requirements identified on Page IMP-12 of the 2005-2025 General Plan.
10. New development in Specific Plan areas shall not be approved unless there is infrastructure in place or planned including an acceptable financing strategy to support growth.
11. City should not consider the annexation of new territory unless or until substantial progress has been made for the previous annexation and/or plan area of approximately 50% built. Meaning that the land is improved beyond vacant parcels. The City, through City Council action, shall consider the progress made for previous annexations/plan areas when considering and allowing for new annexations/plan areas.

Prior to the initiation of a Specific Plan, an Application to Initiate a Specific Plan shall be reviewed and approved by the City Council. Such Application shall include the following:

1. A completed Uniform Application Form;
2. Description of the proposed project;

3. A vicinity map, showing the proposed Specific Plan area, relationship to the City's City Limits and Sphere of Influence, and areas within one (1) mile of the property or properties;
4. A location map, showing the planning area and all exterior property lines within 300 feet of the Specific Plan area;
5. The existing homes or structures, addresses and assessor parcel numbers for the properties shown on the location map, listed from the latest assessor's roll;
6. The existing land use and proposed land use (General Plan and Zoning) designations, densities, and acreage as shown on the location map;
7. A statement of the relationship between the proposed Specific Plan area with the adopted General Plan; and
8. A Pre-Annexation Funding Agreement.

Upon approval by the Riverbank City Council, preparation of the Specific Plan, and its contents, shall comply with this Implementation Chapter of the General Plan.

The proposal presented today is in compliance with City Council Resolution No. 2014-011 and the City has received the application materials necessary to begin the processing of the project.

ANALYSIS OF THE AGREEMENT

The agreement has been negotiated by both parties in good faith and includes many of the items required by our legal team including an indemnification clause. The Advanced Funding Agreement will be accompanied by a letter which describes the basic principles behind the funding agreement.

The agreement requires the project proponents to maintain a minimum project balance of \$50,000 to accommodate professional services associated with the processing of this application. The agreement further requires the deposited funds to match future commitments of third party contracted services including CEQA work and special studies. This means the City will not be under any contractual obligation to manage and produce special studies unless/or until financial resources have been first deposited by the Developers to cover said obligations. The agreement is severable and can be enforced to process a portion of the project as opposed to the entire project. Therefore, if there is a disagreement among the developers, the City would be under obligation to continue to process a portion of the property covered by the original agreement.

The City has further agreed to provide the developers with a full accounting of the project funding account. Additionally, the City will be offering to contribute the services of City Executive Staff at no cost to the Developers.

FINANCIAL IMPACT

This is an action item is intended to create a funding vehicle to compensate the City and its associated consultants for professional services involved with the processing of the Crossroads West Specific Plan and Annexation. In this regard the item will have no direct financial impact on the City General Fund; however, moving forward with this agreement represents a commitment to devote significant time to processing the project application on a high-priority basis.

STRATEGIC PLAN

Consideration of the proposed development, which includes commercial development, is consistent with the City's Strategic Plan which includes the goal of retaining and attracting business. The residential component would increase the potential customers for existing, as well as future Riverbank businesses. In addition, the City will advocate that all new development is of a high quality that reflects the City's vision "to be recognized as a premier community where individuals, families and businesses thrive in a safe and beautiful environment."

ATTACHMENTS

1. Developer signed Copy of the Advanced Funding Agreement.
2. Map of the Planning Area.
3. List of Property Owners Affected by the Planning Area.

**FUNDING AGREEMENT FOR APPLICATION AND PROCESSING COSTS
RELATED TO THE CROSSROADS WEST SPECIFIC PLAN, ENVIRONMENTAL
IMPACT REPORT, DEVELOPMENT AGREEMENTS AND ANNEXATION**

THIS FUNDING AGREEMENT ("Agreement") is made this ____ day of _____, 2014, by and between the City of Riverbank, a California Municipal Corporation ("City"), and Western Pacific Holdings, Inc. a California corporation ("Western Pacific"), Randy High Jr., an individual on behalf of the Machado Family ("Machado") and Chris Harrigfeld, an individual on behalf the Harrigfeld Family ("Harrigfeld") (collectively, "Developers"). City and Developers may each individually may be referred to as "Party" or collectively as "Parties". The Parties agree as follows:

RECITALS

A. Developers intend to submit an application to develop approximately 380 acres of real property under the Crossroads West Specific Plan (the "Specific Plan"). The Specific Plan proposes construction of approximately two thousand five hundred (2,500) residential units and approximately (600,000) square feet of retail and commercial space.

B. Of the approximately 380 acres of real property proposed for development, Developers own or control developable land as follows:

<u>Owner</u>	<u>APN</u>	<u>Acreage (Ac)</u>	<u>Percentage (%)</u>
Western Pacific	074-014-007	54.15	15.29%
Harrigfeld	074-006-016	60.43	17.06%
Machado	074-011-004 & 009 074-014-006	239.61	67.65%
Total:		354.19	100%

C. The Specific Plan relates to development of land located adjacent to and just west of the existing City limits and bounded by Oakdale Road on the east, Claribel Avenue on the south, a line about one-half (1/2) mile west of Oakdale Road on the west, and by the Modesto Irrigation District (MID) Main Canal and existing Riverbank city limits on the north (the "Project Site").

D. Western Pacific is or will be the general partner of the entity that will develop, on the land south of the MID Main Canal, the portion of Developers' proposed project that is intended to be primarily a commercial and/or mixed use development. Machado and Harrigfeld will develop, on the land north of the MID Main Canal, the portion of Developers' project that is intended to be primarily residential development.

E. The Project Site is currently located outside the City's city limits and its sphere of influence but is identified for development in the City's current General Plan and is in the unincorporated territory of the County of Stanislaus.

F. Developers acknowledge that development of the Specific Plan will involve actions taken by the City pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code section 56000, et seq.), to apply to the Stanislaus County Local Area Formation Commission ("LAFCO") to expand the City's sphere of influence and city limits to include the Project Site (the "Annexation").

G. Developers acknowledge that an Environmental Impact Report ("EIR") will be required for the Specific Plan, and that additional environmental review may be required by LAFCO for the Annexation, pursuant to the California Environmental Quality Act, (Pub. Res. Code § 21000 *et seq.* and 14 Cal. Code Regs. § 15000 *et seq.*, or "CEQA").

H. Developers acknowledge that development agreements in connection with the Specific Plan ("Development Agreements") may be negotiated with the City, to facilitate orderly development within the Specific Plan, create a physical environment consistent with the City's goals and visions, improve community facilities and infrastructure, assist in implementing the goals of the Specific Plan, and reduce the economic risk of development to both Parties.

I. The Parties agree that City will incur substantial costs related to the processing and review of the Specific Plan, Annexation, preparation of an EIR and other environmental review as required under CEQA.

J. The Parties agree that Developers stand to benefit directly from the City's review of the Specific Plan and that Developers should therefore pay the costs outlined in Section 4 that are incurred by the City related to the processing and review of the Specific Plan, Development Agreements, Annexation, preparation of an EIR and other environmental review as required under CEQA, to the extent related to Developers' proposed project, and the Parties agree to exclude such costs that are not related thereto.

K. In accordance with Section 153.004 of the Riverbank City Code, the Parties wish to enter into this Agreement to set forth Developers' obligation to fund certain costs during the City's processing and review of the Specific Plan, Development Agreements, Annexation, preparation of an EIR and other environmental review, as required under CEQA.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

Section 1. Recitals. The Recitals above are true and correct and are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency between the Recitals and provisions 1 through 34 of this Agreement, provisions 1 through 34 shall prevail.

Section 2. Effective Date and Term. This Agreement shall only become effective once all of the Parties have executed the Agreement (the "Effective Date"). This Agreement shall terminate on September 9, 2017, or pursuant to Section 15 below (the "Termination Date").

Section 3. Amendment of this Agreement. This Agreement may be amended, extended or both by the written mutual consent of all Parties that have executed this Agreement.

Section 4. Application and Processing Costs. Developers shall pay City for the reasonable out of pocket fees, at the then current rates for the following costs actually incurred by the City (hereinafter, "Application and Processing Costs"): City Attorney time and expenses for reviewing, providing counsel and preparing documents in connection with the Specific Plan, LAFCO Annexation, Development Agreements, Specific Plan EIR and any other environmental review required under CEQA; City Engineer (which is a contract position) and third-party consultant time and expenses for reviewing and preparing documents in connection with the Specific Plan, LAFCO Annexation, Specific Plan EIR and any technical reports required under CEQA; J.B. Anderson Planning time and expenses for reviewing and preparing documents in connection with the Specific Plan, LAFCO Annexation, Specific Plan EIR and related environmental review and technical reports under CEQA; Administrative overhead costs for printing, mailing and posting public notices and other costs, including City administrative staff time, directly attributable to the Specific Plan.

Developer shall have no obligation to pay for any time spent by City executive staff, such as the City Manager and City Director of Finance, in connection with any Application and Processing Costs and attendance at any public hearings related to the Specific Plan. Developer shall have no obligation to pay for any time spent by Tom Hallinan, City Attorney, at any regular public hearings in which Tom Hallinan would ordinarily attend in the absence of any items on the agenda related to the Specific Plan. Developer shall have no obligation to pay for any costs incurred by the City prior to the Effective Date and/or for time spent by the City's legal counsel preparing this Agreement, except Developer shall pay for costs incurred by the City for time spent by J.B. Anderson Planning on reviewing and preparing documents in connection with the Specific Plan as set forth in Section 7, below.

Section 5. Specified Rates. The Parties agree that services shall be billed at the specified rates provided below:

Firm/Consultant	Rate
Churchwell White, LLP, Legal Consultants	\$125/hr – \$350/hr*
J.B Anderson Land Use Planning	\$48/hr – \$140/hr*
City Engineer	\$55/hr – \$145/hr*

*Rates established by professional services agreements with the City

Section 6. Consultants. City has the right to retain additional consultants that have been approved by Developers, as needed, to assist with preparation and analysis related to the Specific Plan, EIR and Annexation. Prior to entering into any contract with any consultant (other than those specified in Section 5 above), City shall obtain Developers' prior written approval to the scope of work, timing of completion and cost therefore under any such contract. Upon Developers' written request, the City agrees to meet and confer with Developers to provide a reasonable opportunity to review the estimated cost and scope of work. Developers shall be responsible for the out of pocket costs City incurs with respect to such contract relating the Specific Plan, the Annexation and preparation of an EIR and other environmental review as required under CEQA. City will not expand the scope of work of any consultants without first obtaining Developers' written approval. City retains final discretion in the hiring and termination of consultants or contractors, provided that Developers shall not be required to pay for costs Developers have not approved pursuant to this Section 6.

Section 7. Time Period for Fees to Accrue. Developers shall fund all Application and Processing Costs as set forth herein, which are actually incurred by City as of August 15, 2014, until such time as the City's review of the Specific Plan and any LAFCO review of the Annexation is complete, or until Developers terminate this Agreement, whichever occurs later.

Section 8. Deposits. City acknowledges that Developers have deposited Ten Thousand Dollars (\$10,000) prior to the execution of this Agreement, and Developers acknowledge that as of August 1, 2014, City has incurred Application and Processing Costs related to the Specific Plan. Within ten (10) calendar days of the Effective Date, Developers shall pay an additional deposit of Sixty-Five Thousand Dollars (\$65,000) to City ("Deposit"). City shall use this Deposit to pay Application and Processing Costs.

(a) Whenever payment by City towards the Application and Processing Costs causes the Deposit balance to be less than Twenty-Five Thousand Dollars (\$25,000) (the "Minimum Deposit"), City will notify Developers and, within twenty (20) calendar days, Developers shall provide the amount necessary to return the Deposit balance to Fifty Thousand Dollars (\$50,000).

(b) If at any point the Deposit balance drops below Ten Thousand Dollars (\$10,000), City shall simultaneously take action to notify Developers and stop all work immediately until a Deposit is made by Developers to return the balance to Fifty Thousand Dollars (\$50,000). Developers acknowledge that if the City stops work due to insufficient Deposit amounts, Developers may suffer undue delay. The Parties further acknowledge that if the City stops work under the provisions in this Section 8 it shall in no way be found to be in breach of its duty to use its best efforts to obtain LAFCO approval of the Annexation. Funds deposited pursuant to this Agreement shall be held in a separate account approved by the City and Developers, and shall not be applicable to any actual costs, fees or expenses incurred prior to August 15, 2014.

(c) Developers and City acknowledge that the total scope of work related to the Specific Plan EIR may exceed the Minimum Deposit. After conferring with Developers regarding the scope of work pursuant to Section 6 above, City may request that Developers supplement the Minimum Deposit in accordance with the scope of work and schedule of deliverables provided by the consultant. At the request of either Party, this Agreement may be amended from time to time to memorialize any revisions to the Minimum Deposit.

(d) All then-existing Application and Processing Costs shall be paid in full prior to the first public hearing to review the Specific Plan, the Specific Plan EIR and the Annexation.

Section 9. Request for Release. Ninety (90) days after LAFCO issues a final determination regarding the Annexation, Developers may request City to deliver written confirmation that all Application and Processing Costs have been paid ("Release").

Within sixty (60) days from the date it receives Developers' request for Release, City shall provide Developers a final invoice stating how much the Developers must pay to compensate City for the outstanding Application and Processing Costs, if any, and upon payment of such final invoice, City shall provide Developers a Release stating that Developers have satisfied all debts for Application and Processing Costs along with a reimbursement of any Deposit amounts that remain after payment of all outstanding Application and Processing Costs, it being agreed that all funding obligations by Developers shall terminate hereunder. Developers understand and agree that City will not pay interest to Developers on the Deposit amount.

Section 10. Recordkeeping. City shall keep and maintain accurate accounting and bookkeeping records relating to the City's Application and Processing Costs, including all Deposit payments and all expenses paid from the Deposit. City shall provide Developers a monthly statement accounting for the monies deposited and for all expenses paid or reimbursed by City from the Deposit account, and invoices detailing all expenses paid or reimbursed by City from the Deposit for the period reported in such statement. Upon Developers' request, the City agrees to meet and confer with Developers to provide a reasonable opportunity for the parties to review such statements and/or invoices in accordance with the procedures set forth Section 16 below. In addition, Developers and their employees, accountants, attorneys and agents may review, inspect, copy and audit these records, including all source documents.

Section 11. City's Obligations. City agrees that, insofar as it is able, to proceed with timely review of the Specific Plan and preparation of the Specific Plan EIR, and to exercise its best efforts to prepare, submit and process the Annexation and undertake related tasks and prepare related documents and to do so as expeditiously as possible and keep Developers informed about the status of the Specific Plan and EIR. The primary representatives for Developers are Darryl Browman and Vic de Melo on behalf of Western Pacific; Randy High, Jr. on behalf of the Machado family; and Chris Harrigfeld on behalf of the Harrigfeld family.

Section 12. No City Guarantee on Specific Plan Approval. Developers acknowledge that City retains full discretion to approve or disapprove the Specific Plan, certify the Specific Plan EIR and adopt Development Agreements. Nothing in this Agreement guarantees the City's approval of the Specific Plan, Development Agreements or certification of the Specific Plan EIR. Developers further acknowledge that City has no control over LAFCO's actions and City will not be responsible if Annexation is not approved. Developers remain responsible for all Application and Processing Costs regardless of whether the Specific Plan, Development Agreements or Annexation is ultimately approved. City makes no promise, representation or warranty that the Specific Plan shall be approved by a certain date, however, City agrees to exercise its best efforts to diligently and expeditiously process Developers' project, including, without limitation, the Specific Plan, the Annexation application to LAFCO, and the EIR or other environmental review required under CEQA.

Section 13. Insolvency/Receivership. Either the appointment of a receiver to take possession of all or substantially all of the assets of Developers, or a general assignment by Developers for the benefit of creditors, or any action taken or offered by Developers under any insolvency or bankruptcy action, will constitute a breach of this Agreement by Developers. In the event of such an insolvency or breach, the remaining non-defaulting Developers will be allowed to continue with and fund the Agreement in the amounts that would have been due from the insolvent or breaching Developer. In the event remaining Developers do not agree to fund the amounts due by insolvent Developer, such notice shall constitute termination of this Agreement and shall trigger the thirty (30) day notice of termination pursuant to Section 14 below.

Section 14. Default by Developer. Should Developers fail to perform any of their obligations under this Agreement, then City may, at its option, pursue any one or more of all of the remedies available to it under this Agreement, at law or in equity. Without limiting any other remedy which may be available to it, if Developers fail to perform any of their obligations under this Agreement, City may cease performing its obligations under this Agreement and may bring an action to recover all outstanding Application and Processing Costs, together with interest thereon from the date incurred at the rate of ten percent (10%) per annum.

(a) **Failure to Pay Deposit.** In the event Developers fail to pay the Deposit within thirty (30) days' notice by the City, City will provide written notice to Developers of such delinquency and if Developers do not cure within thirty (30) days ("Cure Period"), Developers shall be in default under this Agreement.

(b) **Failure to Cure.** In the event Developers fail to pay the Deposit or otherwise defaults under this Agreement, City will use the remaining balance of the Deposit to cover any unpaid Application and Processing Costs.

(c) **Obligation to Continue Work.** The Parties agree that City has no obligation to continue work under this Agreement unless Deposits are made with City in accordance with Section 7 of this Agreement.

Section 15. Termination. Notwithstanding anything to the contrary contained herein, upon written notice from Developers, this Agreement shall terminate on the date that is sixty (60) days after such notice. Upon the expiration of the 60-day notice period, notwithstanding anything to the contrary contained herein, City shall deliver to Developers a final invoice for all then outstanding Application and Processing Costs and, upon payment of such final invoice, City shall provide Developers a Release stating that Developers have satisfied all debts for Application and Processing Costs along with a reimbursement of any Deposit amounts that remain after payment of all outstanding Application and Processing Costs. Developers shall have no further obligations under this Agreement and shall not incur any additional costs or expenses under this Agreement from and after the City's receipt of such termination letter.

Section 16. Administration. The City Manager, or her designee, is responsible for the interpretation and administration of the provisions of this Agreement. Should a disagreement arise with respect to the interpretation or administration of any provision of this Agreement by the City Manager, upon Developers' request, the City Manager shall provide Developers a written response and analysis of her decision within thirty (30) days ("Response & Analysis"). Developers may submit an appeal of the Response & Analysis to the City Council within fifteen (15) days of the City Manager's written response by providing written notice of such election ("Dispute Notice"). If Developers fail to timely deliver a Dispute Notice, Developers are conclusively deemed to have waived any right to appeal to the City Council the matters in the Response & Analysis. Any decision by the City Council with respect to any such disagreement may be objected to by Developers and upon such objection, Developers shall have the right to exercise all of their rights hereunder, including initiating legal proceedings.

Section 17. Indemnity. Developer agrees to indemnify and hold harmless City for all costs to defend any approval made by the City, and any legal action taken against City, in connection with the Specific Plan, Specific Plan EIR, Development Agreement and Annexation, provided, however, that the scope and terms of such indemnity shall be set forth in a separate agreement between the Parties. If the Parties do not agree to the terms of a separate indemnity agreement, Developers shall be responsible for all costs, expenses and monetary damages incurred in any action taken against City related to the City's approval of the Specific Plan.

Section 18. Notices. Any notice or communication required hereunder between City and Developers must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such

notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) three (3) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:

City of Riverbank
6707 Third Street
Riverbank, CA 95367
Attention: City Manager
Tel: (209) 863-7122

With copies to:

City of Riverbank
6707 Third Street
Riverbank, CA 95367
Attention: Finance Director
Tel: (209) 863-7109

and

City of Riverbank
6707 Third Street
Riverbank, CA 95367
Attention: Development Services Director
Tel: (209) 863-7109

and

Churchwell White, LLP
1201 K Street, Suite 710
Sacramento, California 95814
Attention: Douglas L. White, Esq.
Tel: (916) 468-0950
Fax: (916) 468-0951

Western Pacific Holdings, Inc.:

Western Pacific Holdings, Inc.
1556 Parkside Drive
Walnut Creek, CA 94596
Attention: Darryl Browman
Tel: (925) 588-2200
Fax: (925) 588-2230

Western Pacific Holdings, Inc.
1556 Parkside Drive
Walnut Creek, CA 94596
Attention: Victor DeMelo
Tel: (925) 588-2200
Fax: (925) 588-2230

Western Pacific Holdings, Inc.
1556 Parkside Drive
Walnut Creek, CA 94596
Attention: Mario Albert
Tel: (925) 588-2200
Fax: (925) 588-2230

Harrigfeld Family:

Chris Harrigfeld
Harrigfeld Family
1217 Standiford Avenue
Modesto, CA 95350

Machado Family:

Randy High Jr.
Machado Family
1120 Scenic Drive
Modesto, CA 95350

Entitlement Representatives:

George A. Petrulakis
Petrulakis Law & Advocacy, APC
P.O. Box 92
Modesto, CA 95353-0092

David O. Romano
Newman-Romano, LLC
1034 12th Street
Modesto, CA 95354

Section 19. Governing Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California.

Section 20. Venue. Venue for all legal proceedings shall be in the Superior Court for the County of Stanislaus.

Section 21. Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of

judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

Section 22. Waiver. A waiver by any Party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such Party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

Section 23. Entire Agreement. With the exception of any indemnification agreement that may be entered into by the Parties, this Agreement, together with its specific references, attachments and Exhibits, constitute all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the Parties hereto with respect to the subject matter of this Agreement. Unless set forth herein, neither Party shall be liable for any representations made express or implied not specifically set forth herein.

Section 24. Supersedes Prior Agreement. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations or agreements, written, electronic or oral, between the Parties hereto with respect to the subject matter of this Agreement.

Section 25. Captions. The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

Section 26. Mandatory and Permissive. “Shall” and “will” and “agrees” are mandatory. “May” or “can” are permissive.

Section 27. Successors and Assigns. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of or for the benefit of any or all of the Parties hereto, shall be binding upon an inure to the benefit of such Party, its successors and assigns. Developers may assign their rights and obligations under this Agreement to a third party only if (a) the assignee has become the fee title holder of the entirety of Developers’ Property; (b) the proposed assignee has been approved in writing by all Developers, which shall not be unreasonably withheld; or (c) the assignee is an affiliate or a wholly owned subsidiary of one or more Developers. Assignment shall only be effective when a copy of an assignment agreement, as stated herein, is provided to each Party.

Section 28. Counterparts. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Section 29. Other Documents. Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to the fulfill the purposes and intentions of this Agreement.

Section 30. Time is of the Essence. Time is of the essence in this Agreement in each covenant and term and condition herein.

Section 31. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with.

Section 32. Document Preparation. This Agreement will not be construed against the Party preparing it, but will be construed as if prepared by all Parties.

Section 33. Advice of Legal Counsel. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement.

Section 34. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

[Signatures on following page]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the day and year first above written.

CITY:

City of Riverbank, a California municipal corporation

By: _____
Jill Anderson, City Manager

Date: _____

DEVELOPERS:

Western Pacific Holdings, Inc., a California corporation

By: _____
Darryl Browman, President

Date: 11/5/14

Harrigfeld Family

By: _____
Chris Harrigfeld, an individual

Date: 11/5/14

Machado Family

By: _____
Randy High, Jr., an individual

Date: 11/5/14

APPROVED AS TO FORM:

By: _____
Tom Hallinan, City Attorney

ATTEST:

By: _____
Annabelle Aguilar, City Clerk

Date: _____

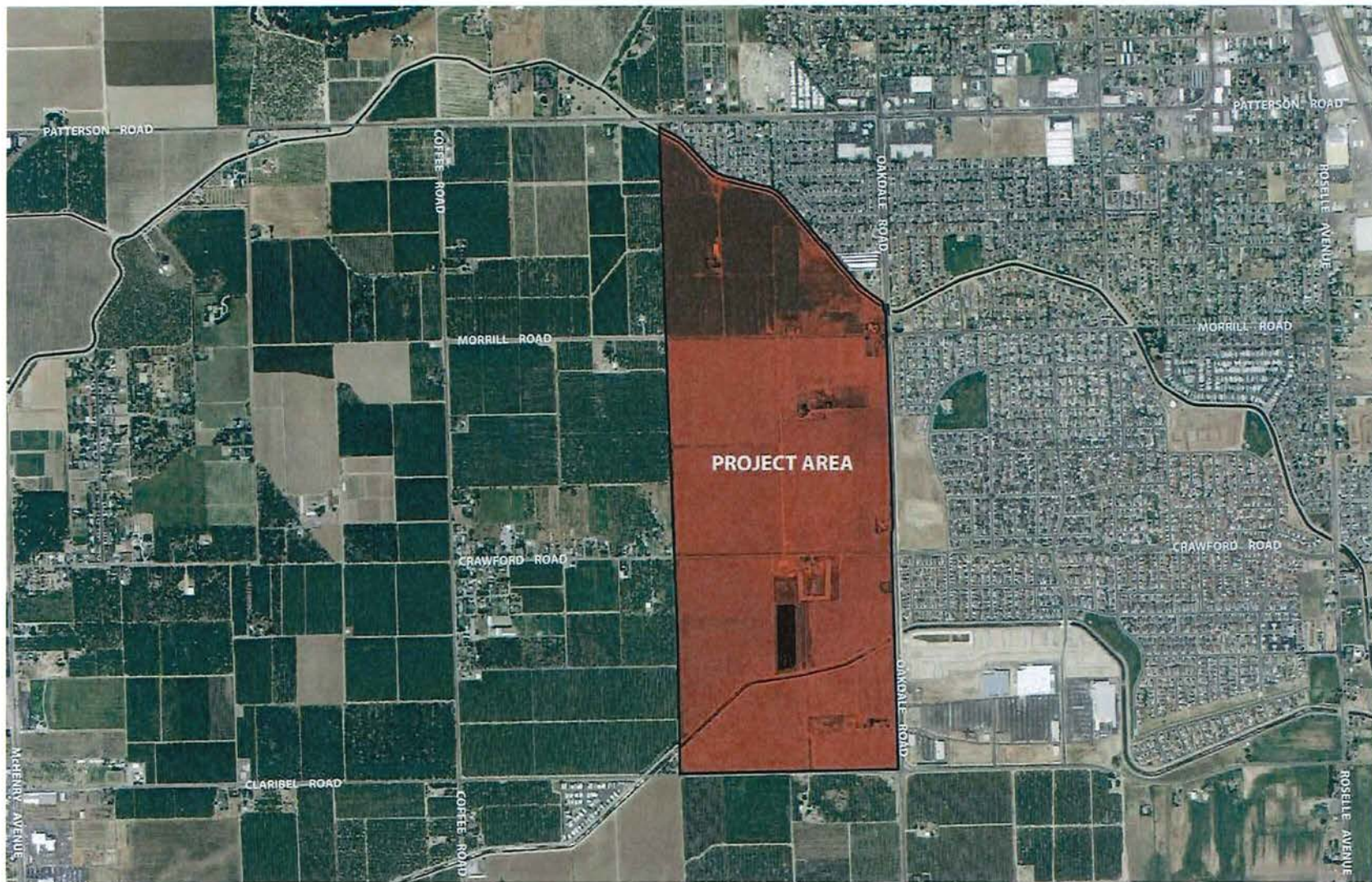
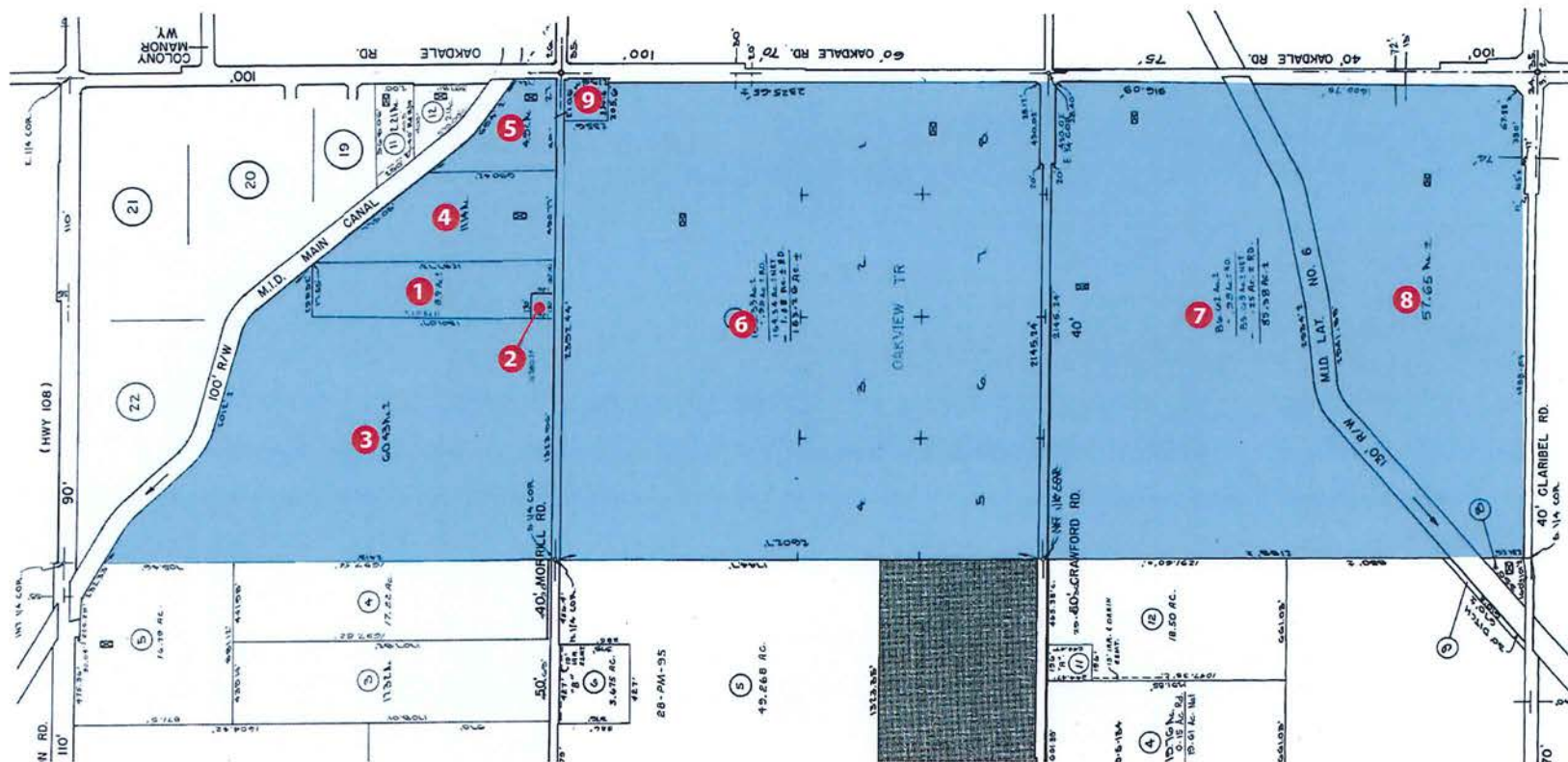


EXHIBIT C:
AERIAL VICINITY MAP
Terceira Specific Plan





PROPERTY OWNER INFO

- | | | | | |
|---|---|--|---|---|
| 1. Hope Homes, Inc.
Morrill Road
8.90 AC
APN # 074-006-022 | 3. Christian & Sonya Harrigfeld
1901 Morrill Road
60.43 AC
APN # 074-006-016 | 5. Albert & Susie Dadesho
2173 Morrill Road
4.92 AC
APN # 074-006-013 | 7. Machado Properties LTD
5413 Oakdale Road
85.38 AC
APN # 074-014-006 | 9. Marion & Patricia Lovig
5955 Oakdale Road
1.24 AC
APN # 074-014-004 |
| 2. Mary York
2007 Morrill Road
0.37 AC
APN # 074-006-021 | 4. City of Riverbank
2119 Morrill Road
11.14 AC
APN # 074-006-014 | 6. Machado Properties LTD
5525 Oakdale Road
153.26 AC
APN # 074-011-009 | 8. Bosio 2003 Family LP
5101 Oakdale Road
57.65 AC
APN # 074-014-007 | |

LEGEND

Project Area

NTS



EXHIBIT E: PROPERTY OWNERSHIP MAP

Terceira Specific Plan

Chapter 2

CONTEXT & SETTING

2.1 EXISTING PROPERTY OWNERSHIP

The TSP project boundary consists of eight parcels of land which total approximately ±398.3 acres which are owned by a collection of local families. Exhibit E – Property Ownership Map and Table 2.1 below provides the locations, acreage, owner information and APN number for each parcel in a visual context.

TABLE 2.1 PROPERTY OWNERSHIP

Property Owner:	Parcel Address:	APN Number:	Acreage:
Christian & Sonya Harrigfeld	1901 Morrill Road Modesto, CA	074-006-016	60.43
Mary E. York	2007 Morrill Road Modesto, CA	074-006-021	0.38
Hope Homes, Inc.	Morrill Road Modesto, CA	074-006-022	8.9
City of Riverbank	2119 Morrill Road Modesto, CA	074-006-014	11.14
Albert & Susie Dadesho	2173 Morrill Road Modesto, CA	074-006-013	4.92
Machado Properties, LTD	5525 Oakdale Road Modesto, CA	074-011-009	153.26
Machado Properties, LTD	5413 Oakdale Road Modesto, CA	074-014-006	85.38
Bosio 2003 Family Trust, LP	5101 Oakdale Road Modesto, CA	074-014-007	57.65

2.2 EXISTING SITE & SURROUNDING CONDITIONS

The parcels that comprise the TSP area are relatively flat lands primarily used for farming and dairy operations. There are seven existing home sites on the property and several outbuildings located throughout the site. Row crops, irrigated open land and dairy operations are all currently present on the property.

Surrounding conditions of the site vary and include existing residential development to the north, agricultural farm



**SPECIAL RIVERBANK LOCAL REDEVELOPMENT AUTHORITY
AGENDA ITEM NO. 3.3**

SECTION 2: BUSINESS

Meeting Date:	November 10, 2014
Subject/ Title:	Workshop Regarding the Memorandum of Agreement to the Economic Development Conveyance Application
From:	Jill Anderson, City Manager
Submitted by:	Debbie Olson, Executive Director Riverbank Local Redevelopment Authority

RECOMMENDATION

It is recommended that Riverbank Local Redevelopment Authority (“RLRA”) receive information in this public workshop regarding the Memorandum of Agreement (“MOA”) to the Economic Development Conveyance (“EDC”) application for transfer of the former Riverbank Army Ammunition Plant (“RAAP”).

SUMMARY

This is a public workshop regarding the MOA to the EDC. First, the RLRA Board will be led through a short review of the transfer steps the RLRA has taken to date followed by a presentation and open discussion of the meaning, importance and implications of the MOA to the EDC. The discussion will be led primarily by George Schlossberg and Barry Steinberg, the RLRA’s Base Closure and Realignment (“BRAC”) attorneys from Kutak Rock, LLP.

BACKGROUND

In 2005, the Defense Base Closure Commission recommended the closure of the Riverbank Army Ammunition Plant. This recommendation became law when Congress did not overturn the recommendation. The closure of a military facility and subsequent transfer of property is prescribed by various federal laws, executive orders and federal regulations relevant to the Defense Base Closure Reuse and the Federal property disposal processes. These processes are neither simple nor quick. The challenges involved in redeveloping a former military base are complex and require the involvement

of the community, numerous outside experts, and negotiation and consultation with multiple State and Federal government agencies.

One of the requirements of local government is the formation of an agency whose purpose is to make decisions regarding reuse planning and property disposal of the former military site. In February 2006, the City of Riverbank Local Redevelopment Authority (RLRA) was created as the governing body to oversee the development of the Reuse Plan. The Federal government recognized the RLRA as a Local Redevelopment Authority for planning purposes on April 27, 2006.

Initially, the governing body included the Riverbank City Council and the Stanislaus County District 1 Supervisor. Subsequent to the completion and submission of the Reuse Plan, the RLRA Board of Directors voted to reconstitute and remove the Stanislaus County District Supervisor from the governing board. This change was recognized and recorded in the Federal Register, as required, on January 3, 2008.

Reuse Planning & Implementation

From 2006 through 2008, the RLRA focused on development of the Riverbank Army Ammunition Plant Reuse Plan ("Reuse Plan"). Completion of the Reuse Plan is essential to the disposal process not only because it becomes the 'roadmap' for the property's reuse but also because it allows the redevelopment authority to establish its recommended plan for transfer of title to the property from the United States, in this case, to the local jurisdiction.

The Reuse Plan took many months to prepare and was developed with extensive citizen input. Meetings with representatives of the Army, tours of the facility and several public planning sessions and stakeholder events were held from December 2006 through October 2008. For a list of stakeholder events held during the Reuse Plan planning process, see *Exhibit A*.

The Reuse Plan anticipated the continued use of the property as an industrial park with the addition of limited convenience and retail uses in support of existing tenants and surrounding residents. The planned industrial use is consistent with historic use, thereby avoiding environmental conflicts concerning the level of cleanup. Such use also recognized the highest and best use for job creation and the generation of property tax revenue.

Conceptually, tenants would include a variety of traditional and sustainable or "green" manufacturing businesses with ancillary storage, research and development and office space. See *Exhibit B* to view a map of the entire RAAP property.

The Reuse Plan establishes the following key goals for the reuse of the former ammunition plant:

- Provide a strong economic base for the City of Riverbank.
- Offer high-quality industrial facilities that support manufacturing and other industrial uses.

- Ensure security and safety for Riverbank businesses, workers and residents.
- Allow for appropriate and sustainable development of the vacant parcels.

In October 2008, the City of Riverbank adopted the Reuse Plan for the conversion of the former military site to civilian use. The Reuse Plan and Homeless Submission were forwarded to the U.S. Army and to the Department of Housing and Urban Development (“HUD”) for review and approval in November 2008.

In March 2009, the RLRA received notification of approval from HUD and formal recognition from the Department of Defense (“DoD”) as an Implementing Local Redevelopment Authority. This designation authorizes the RLRA to begin to execute the Reuse Plan’s guidance for successful reuse of the property.

Economic Development Conveyance Application (EDC)

Based upon the community vision, goals and objectives and the constraints of the marketplace, the Reuse Plan identified a recommended conveyance strategy that balances the economic development and the Army’s stated policy goals which are to close and dispose of the unwanted property. The Reuse Plan recommended that the Army dispose of the land, facilities, infrastructure and personal property through an economic development conveyance, and that the proper consideration for the property should not require a cash payment to the United States. A map of the Reuse Plan’s proposed land conveyance is included as Exhibit C.

An Economic Development Conveyance (“EDC”) is one of many options for transferring base closure federal property. This method permits federal property to be conveyed for the purpose of creating economic and employment opportunities in the local community. To qualify for approval of an EDC, the RLRA prepared and submitted an application that discussed a variety of aspects including the community capacity to support an EDC; economic viability; redevelopment opportunities; constraints and risks; benefit to the Army; and benefit to the community surrounding the property. This application provided a concise business plan and was submitted to the Army for recommendation to the Secretary of Defense.

The RLRA’s Economic Development Conveyance Application initially requested 132.74 acres for transfer to the City of Riverbank. The EDC application was amended in May 2010 to remove 28.66 acres along the Stanislaus River, often referred to as the Evaporation Ponds, from the transfer due to the desired continued use of the property by the US Army.

The final EDC application requested approximately 105.33 acres be transferred to the City of Riverbank at no cost; the remaining 64.50 acres were to be retained by the U.S. Army for sale at a future date unknown. Initially, a draft EDC application was submitted to the Army for review in April 2010.

You may note a discrepancy in the total acreage between the EDC numbers and the MOA numbers. This is due to several reasons, including changes in the boundaries of the parcels, easements, Hetch Hetchy property, and removal of a proposed land

buffer. The Army Corps of Engineers has provided the numbers in the EDC subsequent to a metes and bounds survey of the property.

After review, the Army requested minor revisions and the application were resubmitted in May 2010. The RLRA received a letter dated December 2012 from the Army and concurrence from the Office of the Secretary of Defense on February 12, 2013, authorizing the use of an Economic Development Conveyance for the transfer of RAAP.

MEMORANDUM OF AGREEMENT

An execution of an MOA to the EDC is the next critical step in moving the transfer of the property forward. This document memorializes the real estate terms and conditions between the City of Riverbank and the Army. The document articulates the intent of the Army to transfer the property to the RLRA and identifies the requirements, restrictions, reservations, conditions, exceptions and procedures for execution.

In short, the MOA states that if the RLRA agrees to accept the transfer of the property for the required consideration (zero dollars), and adopts a resolution saying so, they then become legally bound by the provisions in the MOA and in the deeds to the property.

However, there are a number of conditions that must be satisfied before the RLRA would be obligated to acquire the property, including either satisfaction of the Army's environmental remediation obligations and regulatory approval of the environmental remediation work; or a mutual agreement between the RLRA and the Army that the RLRA will perform the Army's environmental obligations pursuant to a grant of funds to the RLRA by the Army adequate to complete that work.

In the event that the RLRA agrees to perform the Army's obligations, an agreement between the RLRA, DTSC and EPA will be necessary to provide for regulatory oversight of the work and the standards associated with that work. Without either a completion of remediation by the Army or an agreement, with EPA and the California Governor's approval, for the RLRA to perform the Army's obligations, applicable law precludes the transfer of title and the MOA obligation to accept transfer would be held in abeyance until one of the alternatives is satisfied.

The MOA provisions of note include:

- Accepting the property "AS IS," and "WHERE IS."
- Accepting the deeds with existing easements.
- Accepting deed restrictions and institutional controls and conditions necessary to ensure the health, welfare and safety of the public or protection of the environment.
- No monetary consideration paid by the RLRA to the Army for the Army's conveyance of the property.

- Proceeds from any sale or lease by the RLRA during the first seven (7) years shall be reinvested back into the property or in support of economic redevelopment related activities on the site.
- Submission of yearly financial statements covering the use of proceeds from the property.

Upon execution of the MOA, the RLRA can expect the following immediate actions:

- Army will provide bills-of-sale for all remaining surplus personal property
- Army will provide bills-of-sale for any intangible personal property
- Army will transfer to the City of Riverbank RLRA approximately 27.66 acres of undeveloped property located on the northern endcap of the site

While the MOA itself is a relatively short agreement of 24 pages, it comes with hundreds of pages of attachments that provide additional insight and understanding of the condition of the property and obligations of all parties involved. A draft list of the exhibits to the MOA is provided in table form as Exhibit D.

ADDITIONAL DISCUSSION

Environmental Condition of the Property

An understanding of the environmental condition of the property and the associated implications and impacts to the City community should be part of a thoughtful discussion about conveyance of the property to the City. Numerous investigations have been performed on the property by the Army and, also, separately by the RLRA. The resulting documents discuss the condition of the property and include environmental assessments with varying degrees of detail.

What follows here is a concise review of the environmental concerns and key findings.

Groundwater Contamination

The RAAP site placed on the National Priorities List (NPL) by the United States Environmental Protection Agency (“USEPA”). This is the equivalent of the Federal Superfund list, meaning the hazardous substances found on the site are serious enough to warrant federal oversight and regulation. Funding for this remediation is from monies appropriated to the Defense Department. The NPL designation is primarily due to the groundwater contamination and other pollutants that had migrated on and off-site and were found in surrounding wells in the 1980’s.

The environmental Record of Decision (“ROD”), which identifies the remedy selected to address the environmental contamination, dated February 21, 1990, is based upon information generated during the initial remedial investigation. Specific remedial actions have been taken in the ensuing years to address the groundwater contamination both on and off the RAAP site. Monitoring and testing of the groundwater cleanup activities are the responsibility of the Army and are expected to be ongoing for the next few decades.

Access to and use of contaminated groundwater will be limited or controlled through deed restrictions. Additional restrictions will ensure that groundwater monitoring and treatment are not interrupted by surface activities. Beneficial use of the surface area can be accomplished without risk to human health and the environment while restricting access to ground water.

Asbestos/Lead-based Paint

Asbestos and lead-based paint are found throughout the site. The asbestos found around the site is found in siding, roof felt, ceiling tiles, floor tiles, piping insulation and encased in equipment. For example, there are ovens that have asbestos located deep within the walls of the equipment. Air monitoring results confirm no health issues associated with the asbestos. Many areas with asbestos (floor and ceiling tiles) have been encapsulated. The Galbestos siding is scheduled for removal by the RLRA pursuant to a yet to be negotiated cooperative services grant.

Polychlorinated Biphenyls

The concerns here include liquid and non-liquid polychlorinated biphenyls ("PCBs"). The liquid PCBs are mostly confined to equipment lubricants and oils mostly found in pits throughout the site. Remediation is planned for these areas in the ESCA under negotiation.

The solid PCBs have been identified as deterioration of the siding (commercially known as Galbestos) which has defoliated from age and weathering, leaving PCB "dust" in soil and concrete in and adjacent to buildings. The cooperative services grant currently in negotiations with USEPA and the Army will be used to remove the siding and clean all affected areas.

Cleanup of Known and Unknown Environmental Hazards

The MOA defines certain rights and obligations of the RLRA and the Army. Among those rights and responsibilities are specific actions agreed to by the Army, referenced in Article 6, Subsection (b), of the MOA which reads:

The Army agrees to complete the environmental cleanup of the Property, as required by Section 120 (h). of CERCLA, other applicable laws and regulations, and the quitclaim deed(s) conveying the Property, subject to the availability of appropriated funds. The RLRA or any successor, assignee, transferee, lender or it's lessee, or successors or assigns, shall have no obligation to fund, participate in, or complete the cleanup of existing contaminations, unless said parties have caused or contributed to said contamination, violated the applicable land use controls on the Property, or unless said parties have otherwise agreed to same in writing.

Article 6, Subsection (b) of the MOA, is based on the statutory requirements of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Section 120 (42 USC 9620), as well as Section 330, of the 1993 National Defense

Authorization Act. The requirements of each section are briefly explained below:

Section 120: The deed for transfer of the property (conveyance) from the United States (Army) to any other entity or person (City of Riverbank) shall contain a covenant (MOA, Article 6, Subsection b) warranting that all action necessary to protect human health and the environment has been taken and any additional remedial action found to be necessary after the date of transfer shall be conducted by the United States (Army).

Further, Section 330, FY 1993 National Defense Authorization Act (Public Law 102-484) provides that:

“The Secretary of Defense shall hold harmless, defend, and indemnify in full the persons and entities ...that acquire ownership or control...” of any facility at any military installation... closed pursuant to a base closure law. “ This indemnity would extend to the City of Riverbank and lessees of an entity that acquires ownership or control. It covers “... losses, claims, suits, damages, liabilities, judgments, costs or fees for personal injury or property damage (including death, illness, or loss of or damage to property or economic loss) that results from, or is in any manner predicated upon, the release or threatened release of any hazardous substance, pollutant or contaminant, or petroleum or petroleum derivative as a result of are otherwise predicated upon the release or any hazardous substance, pollutant, contaminant or petroleum as a result of Department of Defense (Army) activities at the installation,”

These statutory obligations imposed by Congress on the Army establish that the risks for historical environmental conditions have been adequately addressed and that the risks associated with pre-existing, newly discovered environmental contamination remain the responsibility of the Army.

The Army's identification of contaminants at the property does not affect the RLRA's ability to lease most buildings and to develop undeveloped portions of the site. The remediation of the contaminants associated with military production has been contemplated in the conveyance strategy. It is contemplated that two or more agreements with the Army will be negotiated to allow RLRA to complete the remediation of the hazardous substances at the property.

If the terms and conditions of these agreements adequately address the concerns of the RLRA, including the provision of grant funds adequate to pay for the required work, a transfer of title can be accomplished before all of the Army's environmental obligations have been completed. This process is known as an early transfer, and can be accomplished only after approval by the EPA administrator and requires the concurrence of the Governor. The advantages of this early transfer process are:

1. The availability of adequate funds to assure completion of the work while waiting for annual budget decisions by the Army;
2. RLRA control over the timing and prioritization of specific remedial projects;

3. The ability to leverage Army grant funds with RLRA funds to integrate remedial and development projects into a single effort, avoiding duplicative mobilization and site preparation costs;
4. RLRA control over the regulatory oversight process, thereby avoiding the Army's contentious relationship with EPA, DTSC, and the Regional Water Board.

Leasing Activity

The Riverbank Industrial Complex currently houses 39 businesses and has leased or optioned close to 650,000 sq. ft. of space. A portion of the optioned space needs remediation and/or has health or safety concerns that prevent the RLRA from leasing the area until these issues can be addressed. We estimate that employee numbers fluctuate between 150 and 225 depending on the season and the number of full-time, temporary workers associated with tenant improvement work and the remediation projects.

For all intent and purposes, leasing activities are on hold on the developed portions of the property until the remaining surface remediation is complete. We do not contemplate performing the Army's continuing obligations with respect to groundwater contamination, which will continue for many years. Those continuing obligations have minimal impact on the development of the property and will not materially interfere with surface use. There is interest in development of the undeveloped portions and discussions with two companies are underway.

Challenges and Constraints

Conventional wisdom says that before an important decision is made, one should attempt to make a list of pros and cons. As we inch closer to the transfer, we thought it would be beneficial to include as part of the discussion a list of the advantages and disadvantages of conveying the property to the City. This is not an exhaustive list, of course, and certainly not all the items on the list are of equal importance or value. Still, this may provide an opportunity for additional thought and practical consideration in making your decision to execute the MOA.

Pros and Cons of Conveyance

ADVANTAGES OF CONVEYANCE	DISADVANTAGES OF CONVEYANCE
Protect existing business and jobs	Practical activities of managing a business park
Provide an opportunity to increase jobs	Impact on city resources
Economic engine that contributes to local economy	Attracting economic investment difficult in difficult times
Contribute to or offset City's General Fund	Upkeep on aging infrastructure and ongoing facility maintenance

City revenues will increase	Cost to bring facility up to code
Prevents potential blight after closure	Funding for new infrastructure
Local and national recognition	
Prevent potential land-banking in the event of a public sale	
Development of vacant property could be impetus for additional, nearby property development	
Provides an incubator and accelerator for small business	

Discussion of Advantages

Save Existing Businesses and Jobs

Although the number of jobs on the site fluctuates with the needs of individual businesses, those employees working on the site may lose their jobs if the RLRA does not accept transfer. The Army is not required, nor do they have any intention, of keeping tenants if the RLRA does not accept the property.

Provide an Opportunity to Attract and Increase Economic Investment

In the current economy, attracting investors or other stakeholders to any community is difficult.

The issue has been particularly acute to most 2005-BRAC round facilities and their communities, which went through this planning and transfer process as the economy entered into recession in December 2007. The fact that we have been able to attract businesses of varying sizes by providing a low-cost business and manufacturing option for local small business owners and entrepreneurs is positive.

These businesses and their employees provide an engine for additional economic interest and additional investment in the community. If the same employee per square foot ratio holds true going forward, there is the potential for some additional 200 jobs on the developed portion and the possibility for as many as 300 more jobs on the undeveloped property once developed. This projection is based on estimates that have been provided to the RLRA by potential users.

Economic Engine that Contributes to the Local Economy

When the Army used the site; it contributed about \$8 million annually to the local economy, according to a report by Jeffery Donohoe Associates, LLC. That same report estimates that as of April 2014, the site could contribute about \$31 million annually to the local economy. In addition, the RLRA just completed a remediation project, using grant funds from the Army, of more than \$10 million dollars, much of which went into the local economy. Another Army grant remediation project is currently under negotiation that could result in \$20-30 million in revenues over a 2-3 year period.

Contribute or Offset City's General Fund

Applicable statutes and regulations require that all the revenue generated from the property, either income or grants, be spent on the property for a minimum of seven years after the property transfers. Once the seven years is up, the City can transfer any funds not needed to operate the site to the General Fund. In addition, if the City decides to sell the property, at the end of the seven year period, the money becomes the property of the City and could be used to augment the General Fund.

While the revenue uses are strictly limited for a period of time, offsets to City personnel or services are not necessarily precluded. For example, the City Manager, City Planner and Finance Director and their staff can have a portion of their salaries offset by the revenues from the site and also charge off the indirect costs associated with work they perform that advance economic development for the Riverbank Industrial Complex.

City Revenues Will Increase

Once the property transfers to the RLRA, it becomes taxable. Although the City may only receive 1% of the 1% in property tax revenues received by the County, there is some income estimated - something around \$2,000 per year. In addition, for any new businesses that locate on the site, the City is encouraging them to list this as the point-of-sale for anything they produce. This increases the sales tax revenue from the City.

Finally, new businesses that purchase equipment from out-of-state are being encouraged to specify the City as the point of sale so that the City receives 1% of the sales tax for any such purchases. Although this is a one-time revenue source, it can be significant due to the cost of manufacturing equipment.

Local and National Recognition

Success during the progress of property disposal has provided opportunities for national recognition. The transfer of the property will most certainly provide other opportunities for media coverage. Additionally, several of the tenants have garnered positive local, state and national attention for Riverbank. This attention has driven prospective tenant interest in the site.

Prevent Potential Land Banking in the Event of a Public Sale

If the City does not accept transfer of the property, the Army would put the property on the market. One of the possibilities is that a purchaser of the property would land-bank it for future development. This would result in no progress, economic development or additional jobs in the near future. Further, maintenance and repair of the facilities would likely suffer if the property is left vacant.

Development of the Vacant Property Could Spur Surrounding Development

Development of the vacant properties, whether those transferred to the City or sold by the Army, will require that sewer and water lines be extended to service the development. These lines will be located largely in Claus Road. Once extended, this could result in more cost effective development of the west side of Claus Road, most

of which is designated for industrial development. Extension of these lines could provide the impetus for developing even more industrial land and the creation of even more jobs and revenue for the City.

Provide an Incubator and Accelerator for Small Businesses

Cost effective lease rates, favorable terms for new small businesses and use of surplus Army personal property being acquired by RLRA provide an ideal opportunity for small, local businesses to start and grow into significant job creators as well as revenue creators.

Discussion of Disadvantages

Practical Activities of Managing a Business Park

There are practical and cultural reasons why owning and managing a business park is difficult for public government entities, not the least of which is that the speed at which government makes decisions is often at odds with the needs of business. Other aspects of this dissonance can be seen in the level of openness and public disclosure required for government to conduct business (in contrast to a bent toward non-public disclosure in business), concerns over rules regarding providing undue enrichment to private businesses and the political nature of elected governing boards. All these things and more provide the impetus for problems when government tries to run business entities.

Impact on City Resources

The RLRA has had minimal impact on City resources since moving onto the site in 2010. Reduction in staffing for the agency itself is anticipated shortly after the property transfers, but the agency itself may need support from the General Fund in the event there is a gap of time between when agency- supporting grant funding ends (from the Office of Economic Adjustment) and the receipt of administrative fees from the Army grant are received.

Also, demand for additional support from City staff in Planning and Public Works areas are expected to increase upon transfer due to additional work associated with new development, integration into the City and to further characterize and address code deficiencies.

Additional consideration should be given to the financial impacts in the event of major infrastructure or utility failure. It may be necessary for the City to help secure funding for repairs or upgrades for unforeseen events in order to keep the businesses operating.

Some of the financing mechanisms that might be needed to make the improvements or repairs on the site will require collateral. In some cases, a revenue source (such as the rent) will be sufficient but some financing options may require the funds be secured with the General Fund. This could impact the City's ability to finance other projects.

Attracting Economic Investment

In the current economy, attracting investors or other stakeholders to any community is difficult. Master developer interest is lacking, we believe, due to the “Swiss-cheese” configuration of the property. In other words the Army’s retained property cuts up the “whole” development in that the Army is intent on retaining a portion of the property surrounded by the property to be transferred to the RLRA. The contamination and the deed preclusion of housing as a compatible land use at the site is also a deterrent to attracting qualified master developers.

Remediation of contamination will limit ability to utilize all of the site (and increase revenue) until remediation is completed. The PCB contamination from the Galbestos panels exist in about 500,000 square feet of buildings on site as well as in the soil and storm drainage lines. Cleanup of this material is likely to take 2 -3 years and will require removal of the walls and roofs of the affected areas. The impact on existing businesses will be kept to a minimum through the use of swing space and timing, but attracting new businesses to the site will be difficult until after removal of this substance so that business is not disrupted.

Upkeep on Aging Infrastructure /Facility Maintenance

As the military prepares to close bases, it slows spending on upkeep and update of the infrastructure on such bases. This often means that by the time the property is handed over to the community, it suffers from deteriorating infrastructure, numerous code deficiencies and deferred maintenance.

In the case of the Riverbank facility, the RLRA has an advantage over many other BRAC sites because it has been providing caretaker services to the Army for several years and is located on the property itself.

Still, the RLRA can’t turn back the clock on infrastructure already in disrepair or stall building decline without additional resources. Without sufficient revenues, repairs and upgrades must be prioritized and many put off. Maintaining aging facilities is a major drain on RLRA revenues and resources and will continue to be so after the transfer.

Cost to Bring the Facility up to Code

At present, there is no requirement that the buildings on site meet California Building Code requirements. Once the RLRA owns the property, these requirements will take effect. Generally, upgrades are only required upon a certain level of improvement in the buildings. However, much of the site, although assigned different building numbers by the Army, would be considered a single building under the Building Code. This means that once the threshold is met that triggers the code upgrades, it will be necessary to bring 70-75% of the square footage of all on-site buildings up to code. Once the threshold is met, the following upgrades will have to be performed:

Seismic retrofit – The exact extent of this retrofit will not be known until detailed engineering work is completed but based on general criteria, it appears that several buildings (9, 10 and 13) need major retrofit and most of the rest of the buildings will require that overhead piping be better secured. Additional work is needed to strengthen the connections between the steel framed production area buildings and replace old, rusted supports.

Asbestos and Lead Based Paint encapsulation/removal – A survey of the buildings conducted in 2009-2010 by Weston Solutions indicates that there are about 26,000 square feet of space that has asbestos tile flooring and lead based paint that may need encapsulation or removal. In addition, there are some asbestos ceiling tiles that will need to be replaced. No cost estimate of this has yet been determined.

Fire Suppression – Many of the buildings have fire sprinklers that are in good working order. However, there are no sprinklers in some buildings and yet others need repairs, both major and minor.

American with Disabilities (ADA) – There is some work that will be needed to make various buildings accessible to the disabled. With the exception of two of the office buildings near the main parking area, the remainder of the buildings is accessible, but the restrooms are not accessible.

Additional Upgrades – There are additional upgrades that need to be made on some of the buildings in order to make them leasable. For example, there are some trusses that need to be replaced and a new roof put on Building 10, an otherwise very desirable (and leasable) building.

There will be additional costs to upgrade the electrical system. The electricity on the site is delivered from Hetch Hetchy at 115,000 KV to a main substation on the site. From there, it is stepped down through a series of smaller substations to usable levels.

Although the electricity rates from Hetch Hetchy are very competitive, the reason for that is that the RLRA will be responsible for reducing the high voltage electricity to usable levels and the Army is still present.

The substations that allow this to occur are antiquated and are largely 50 -70 years old – long past their useful life. Much of this system needs to be replaced.

In addition to upgrading existing substations, new substations will be needed in order to serve high electrical usage businesses. Although this cost could be passed on to new businesses, it is likely that this level of investment would prevent some of them from locating at the plant.

There will be a cost to replace the siding and roofing after Galbestos material

is removed. The Army is required to remove all contamination from the site. In the case of the Galbestos, which is found in the siding and the roofing of 12 of the buildings and sub-buildings, this siding and roofing will be removed at Army expense, possibly as part of the grant funds provided to RLRA to perform this work. The Army is not required to put the siding and roofing back onto the buildings. This will have to be done at RLRA expense.

There will be costs associated with other needed infrastructure improvements. There are known deficiencies in some of the sewer, water and storm drainage improvements (cracks and leaks) because of deferred maintenance by the former operator of the plant. The elevated water tank can only be used at 40% capacity because of needed repairs.

Transfer will result in property taxes being assessed and paid by RLRA (increased cost) and will allow assessments by other agencies, such as the fire district. Once the property is transferred, it will be subject to property taxes and assessments.

At the time the property was turned over to the RLRA to manage, the value of the buildings was deemed to be minor because of the contamination. Contamination issues could cause City some liability with respect to legal defense. Even though the Army is responsible for any contamination on the property, this doesn't mean that someone won't include the City in any lawsuit. The City will be responsible for defending itself. The cost of this depends on how long it takes the City to remove itself from the lawsuit.

Some buildings that could be considered landmarks will be removed. Although the site is not an historical landmark, it does have some buildings that could be considered landmarks in nature. It is anticipated that several buildings that can be seen from the street may be removed. These include the offices along Claus Road, although no plans currently exist to remove these buildings). At some point, it may be necessary for more office space and this is the logical place to make such changes.

Funding New Infrastructure

Implementing development plans and attracting new private investment on the undeveloped portions of the site may require significant infrastructure improvements, such as roads and utility upgrades. Because these improvements are often required prior to development, the RLRA will have to identify resources to pay for the costs associated with these improvements. In the past, federal programs provided support, but these funds have all but disappeared. The cost of these improvements is currently unknown as the location and size of new development is unknown. In addition, the storm drain pond that serves the site is at capacity.

While the above list of needed upgrades to the facility and costs for developing new infrastructure is preliminary, a table with estimated costs in noted areas is included

as Exhibit E.

OPTIONS FOR YOUR CONSIDERATION

This is a workshop. No action is requested at this time. A review of the key elements of the MOA and a discussion of the options for future action and their implications is anticipated as part of the workshop.

FINANCIAL IMPACT

There are no financial impacts to the General Fund associated with the workshop presentation.

ALIGNMENT WITH THE STRATEGIC PLAN

This aligns with the City's Strategic Plan in that it provides an opportunity for the public to engage and be better informed about the transfer of the former military site. It also provides transparency, accountability and open communication with the public regarding a key City project.

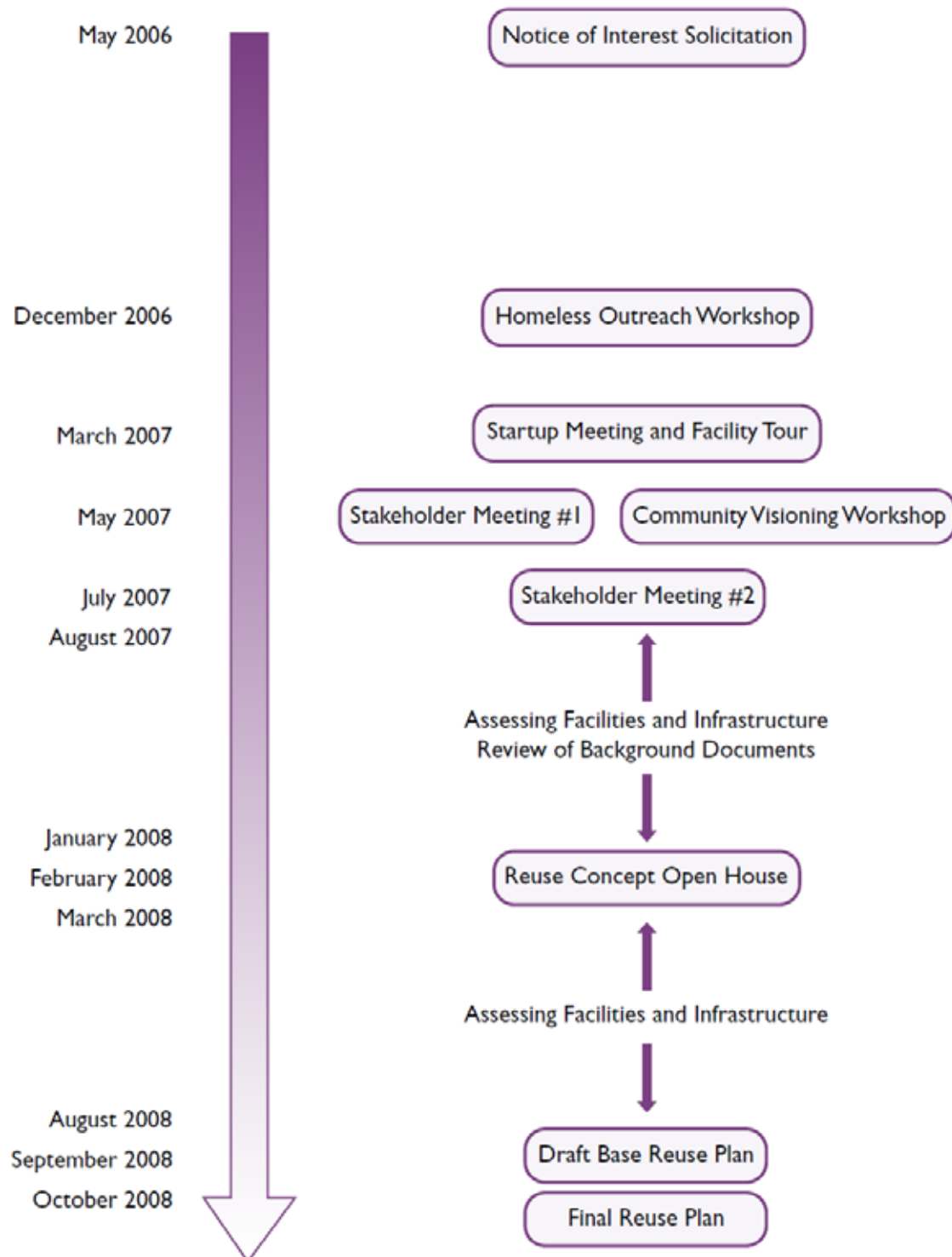
ATTACHMENTS

Exhibit A	Key Stakeholder Events During the Reuse Planning Process
Exhibit B	Map of the (Former) Riverbank Army Ammunition Plant
Exhibit C	Map of the Economic Development Conveyance Application's Proposed Conveyance Strategy
Exhibit D	MOA Exhibits Table
Exhibit E	Estimated Costs Associated with RAAP Improvements Table

Exhibits

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Reuse Planning Public Engagement Meetings



RIVERBANK ARMY AMMUNITION PLANT

EXHIBIT B – Site Map

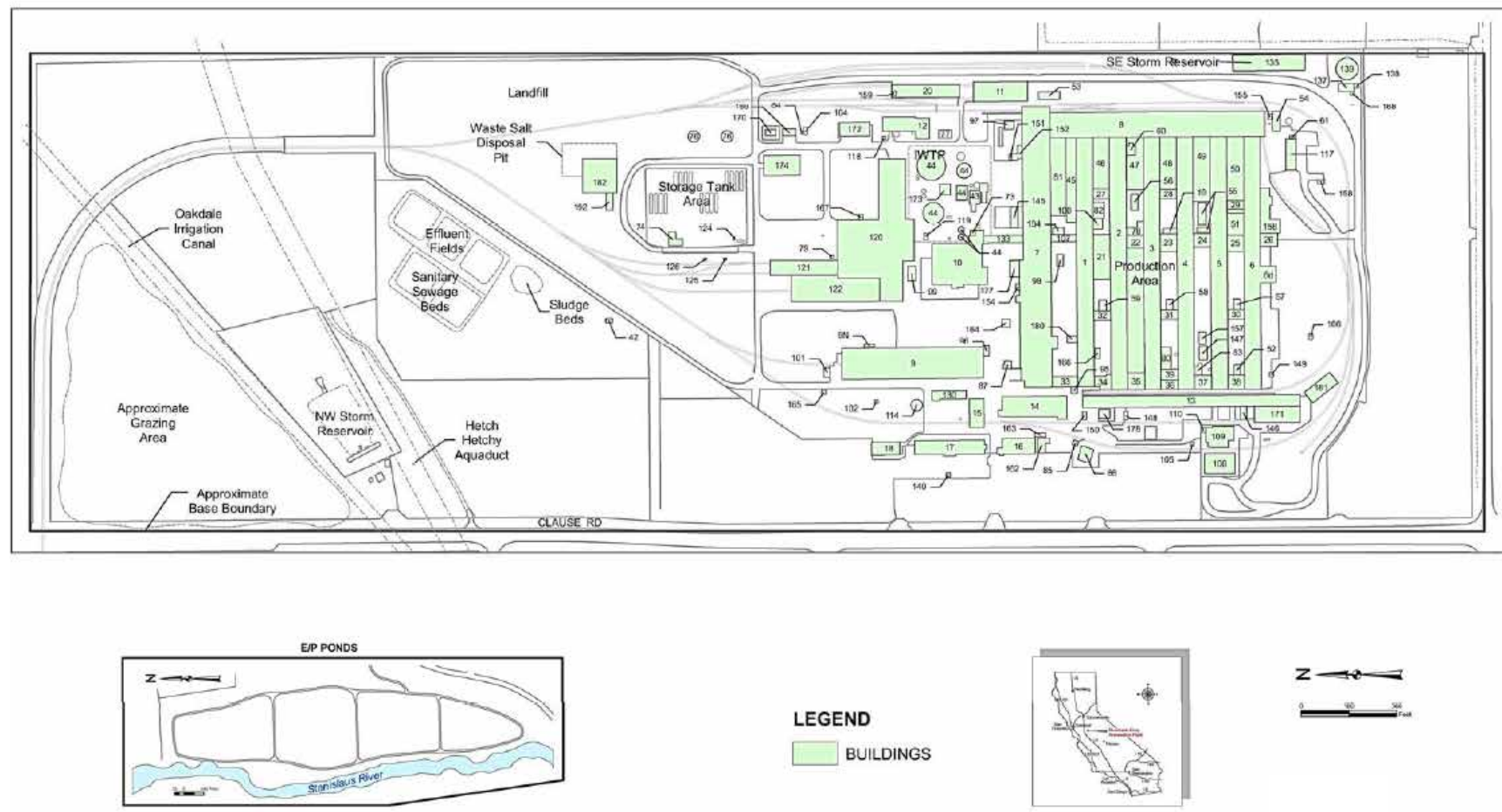
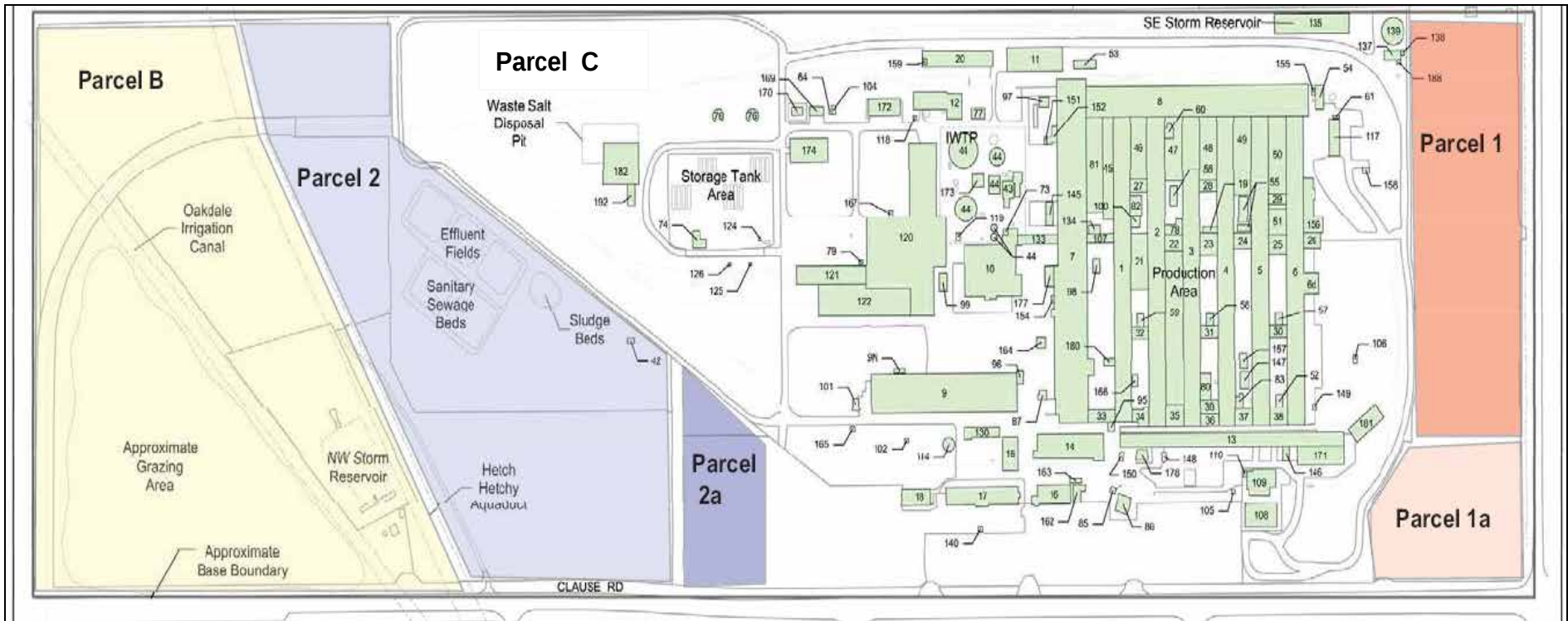


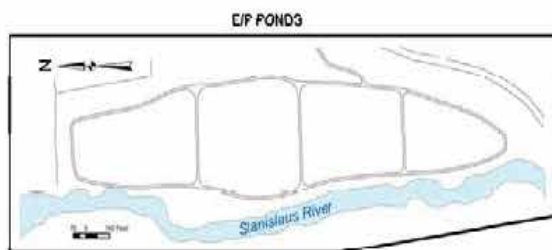
Exhibit C

RAAP Parcel Map Economic Development Conveyance Proposal (6.1.2012)

Army to retain Parcels 1, 1a, 2, 2a
LRA to receive (at no cost) Parcels B and C



Note: Parcel boundaries shown are approximate.



LEGEND
BUILDINGS



**FIGURE 1
PARCEL MAP**
*Riverbank Army Ammunition Plant
Riverbank, California*

**List of Exhibits Expected As Part of the
Economic Development Conveyance Memorandum of Agreement**

The following exhibits are expected to be made a part of the MOA agreement. Status of each document (Final, Draft or Unseen) is noted.

FINAL/DRAFT or UNSEEN		DOCUMENT
Final		Riverbank Army Ammunition Plant Reuse Plan
Draft		Property Legal Descriptions (RLRA transfer parcels)
Final		Economic Development Conveyance Application (and letters of recommendation for approval from Army)
Final		Interim Lease (LIFOC- Lease in Furtherance of Conveyance)
Unseen		Bill of Sale for Non-Galbestos Buildings Tangible and Intangible Personal Property
Unseen		Bill of Sale for Galbestos Buildings Personal Property (Personal Property List to be finalized following remediation)
Unseen		Bill of Sale for Army Previously Retained Personal Property
Final		List of Outgrants
Unseen		Form of Quitclaim Deed – portions of developed industrial parcel
Unseen		Form of Quitclaim Deed – portions of northern endcap and northwest stormwater parcels)
Final		Format of Financial Statements
Draft		Environmental Condition of Property (ECP) and ECP Update
Unseen		RLRA-Army Leaseback Agreement with Map of Areas (To be completed when first property is conveyed)

Exhibit E

Cost Summary Table

Potential Improvements	Detail	Estimated Cost
Costs to Replace Roof and Siding	Once Army removes Galbestos	\$5,599,000
Costs to Bring Site up to Code	Seismic Retrofits Abestos/Lead-based Paint Remediation Fire Supression ADA Additional Upgrades	\$ 2,50,000 \$51,570 \$761,000 \$281,000 100,000
Other Infrastructure Needs	Stromwater retention not right-sized for property	\$4,000,000
Electrical Upgrades and Maintenance		Upgrades unknown; \$125,000 per year for inspection & maintenance
Grant Reduction Could Mean General Fund Impacts	LRA Personnel and Administration costs	\$325,000
Assessments/Taxes/Fees to be Paid		Total Assessments unknown; Fire Assessments estimated at \$55,000
Removal of Buildings May Mean Loss of Landmarks		Unknown (Demo costs estimated at \$ 5,000,000)
Potential Legal Defense Costs		Unknown
Land Use Restrictions Limit Full Utilization of Some Parcels		Unknown
Additional Improvements Required to Maximize Development	Roads, utilities, signials, street widening	\$5,830,000
Master Developer Opportunities Limited with Piecemeal Property Transfer		Unknown