



**RIVERTON CITY
REGULAR CITY COUNCIL MEETING
AGENDA**

July 21, 2015

Notice is hereby given that the Riverton City Council will hold a **Danny R. Crump Fishing Pond Dedication** beginning at **5:00 p.m.** on **July 21, 2015** at the Old Farm Park located at 3250 West 13680 South, Riverton, Utah.

Notice is hereby given that the Riverton City Council will hold a **Regular City Council Meeting** beginning at **6:30 p.m.** on **July 21, 2015** at Riverton City Hall, located at 12830 South 1700 West, Riverton, Utah.

1. GENERAL BUSINESS

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Presentations/Reports
 1. Recognition of Boy Scouts
 2. Recognition of Rod Norton, Former Riverton Precinct Chief of Police Services
4. Public Comments

2. PUBLIC HEARINGS – 6:30 P.M. – or as soon after as practicable

1. **Public Hearing** – Regarding the City’s intent not to charge itself for any Riverton provided utility services (Culinary Water, Secondary Water, Sanitation, and Stormwater) used for municipal purposes – *Mayor Applegarth*
 1. **Resolution No. 15-56** - Adopting Non-Reciprocal Utilities Transaction for Fiscal Year 2015-2016

3. DISCUSSION/ACTION ITEMS

4. CONSENT AGENDA

1. **Minutes:** N/A
2. **Bond Releases:**
 1. Midas Creek (Court) Minor Subdivision – 90% Performance
3. **Resolution No. 15-57** - Declaring identified property of Riverton City as surplus – *Craig Calvert, Purchasing Manager*
4. **Resolution No. 15-58** – Ratifying the contract issued to Revize LLC to design, develop and implement a new City Website – *Craig Calvert, Purchasing Manager*

5. STAFF REPORTS - Lance Blackwood, City Manager

6. ELECTED OFFICIAL REPORTS

1. Mayor Bill Applegarth
2. Council Member Brent Johnson
3. Council Member Trent Staggs
4. Council Member Sheldon Stewart
5. Council Member Tricia Tingey
6. Council Member Paul Wayman

7. UPCOMING MEETINGS

1. August 04, 2015 – Regular City Council Meeting – 6:30 p.m.
2. August 18, 2015 – Regular City Council Meeting – 6:30 p.m.
3. August 25, 2015 – Work Session – 6:30 p.m.

8. Presentation of proposed Western Commercial District - CenterCal**9. ADJOURN****Public Comment Procedure**

At each Regular City Council Meeting any person wishing to comment on any item not otherwise on the Agenda may address the Governing Body during the Public Comment period. The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to no more than three (3) minutes, unless additional time is authorized by the Mayor. Citizen groups will be asked to appoint a spokesperson, who shall limit their comments to no more than five (5) minutes. All comments shall be directed to the Mayor and City Council. No person addressing the Governing Body during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate or dialogue with the Mayor, City Council or City Staff during the meeting.

The City Office is an accessible facility. Individuals needing special accommodations or assistance during this meeting shall notify the City Recorder's Office at 801-208-3126, at least two business days in advance of the meeting. Accessible parking and entrance are located on the south end of the building with elevator access to the City Council Chambers located on the second floor.

Certificate of Posting

I, Virginia Loader, the duly appointed and acting Recorder for Riverton City certify that, at least 24 hours prior to such meeting, the foregoing City Council Agenda was emailed to the Salt Lake Tribune, Deseret News and the South Valley Journal. A copy of the Agenda was also posted in the City Hall Lobby, on the City's Website at www.rivertoncity.com, and on the Utah Public Meeting Notice Website at <http://pmn.utah.gov>.

Dated this 16th day of July 2015

Virginia Loader, Recorder



Issue Paper

Item No. 2.1

Presenter/Submitted By:	Lisa Dudley, Finance Director	
Subject: Non-reciprocal utilities transaction for Fiscal Year 2015-2016	Meeting Date: July 21, 2015	
	Fiscal Impact: \$N/A	
	Funding Source:	
<p>Background:</p> <p>As required by new legislation NOTICE IS HEREBY GIVEN that the Riverton City Council has determined that it will not charge itself for any Riverton-provided utility services (Culinary Water, Secondary Water, Sanitation, and Stormwater) used for municipal purposes. Utah Code 10-6-135 requires that the City notify all utility customers of its intent to not charge City departments for these utility services, required notice was sent to all utility customers with the July 2015 utility bills. A public hearing will be held on July 21, 2015, at 6:30 pm for the 2015-2016 Fiscal Year. The public hearing will be held at the City Offices at 12830 S 1700 W, Riverton, Utah, to receive public comment on this action. This practice will result in the following non-cash transfers (amounts are approximated):</p> <p>This practice will result in the following non-cash transfers (amounts are approximated) for FY 2016:</p> <ul style="list-style-type: none"> • \$50,000 from the Culinary Water enterprise fund to the General Fund • \$20,000 from the Secondary Water enterprise fund to the General Fund • \$30,000 from the Stormwater enterprise fund to the General Fund • \$ 6,000 from the Stormwater enterprise fund to the Culinary Water Fund • \$ 2,250 from the Stormwater enterprise fund to the Secondary Water Fund 		
<p>Recommendation:</p> <p>Hold a Public Hearing and adopt a resolution adopting Non-reciprocal utilities transaction for Fiscal Year 2014-2015.</p>		
<p>Recommended Motion:</p> <p>“I move the City Council adopt <u>Resolution No. 15-56</u> - Adopting a Non-reciprocal utilities transaction for Fiscal Year 2015-2016.”</p>		

RIVERTON CITY, UTAH
RESOLUTION NO. 15-56

**A RESOLUTION OF THE RIVERTON CITY COUNCIL ADOPTING
NON-RECIPROCAL UTILITIES TRANSACTION FOR FISCAL YEAR 2015-2016**

WHEREAS, Riverton City provides utility services (culinary water, secondary water, sanitation, and stormwater) to its residents and commercial customers as well as to City Departments; and

WHEREAS, Riverton City utility customers are assessed separate fees for the various utilities provided by the City; and

WHEREAS, each utility is accounted for in a separate enterprise fund; and

WHEREAS, the City Council has determined that it will not assess City Departments for use of City-provided utility services or goods; and

WHEREAS, Riverton City has properly noticed all utility customers in accordance with State Code 10-6-135 and has reasonably determined the value of utility services provided between City Departments; and

WHEREAS, The City will properly record the non-reciprocal transfers in accordance with generally accepted accounting standards;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Riverton City, State of Utah, as follows:

1. The City Council hereby desires to adopt the non-reciprocal transfers as attached hereto.
2. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED by the City Council of Riverton, Utah, on this 21st day of July, 2015, by the following vote:

	YES	NO	ABSTAIN	ABSENT
Council Member Brent Johnson	_____	_____	_____	_____
Council Member Trent Staggs	_____	_____	_____	_____
Council Member Sheldon Stewart	_____	_____	_____	_____
Council Member Tricia Tingey	_____	_____	_____	_____
Council Member Paul Wayman	_____	_____	_____	_____

RIVERTON CITY

[SEAL]

ATTEST:

Bill Applegarth, Mayor

Virginia Loader, MMC
Recorder



Issue Paper

Item No. 4

Presenter/Submitted By:		Mayor Applegarth	
Subject: Consent Agenda		Meeting Date: July 21, 2015	
		Fiscal Impact:	
		Funding Source:	
Background:			
<p>4. CONSENT AGENDA</p> <ol style="list-style-type: none"> 1. Minutes: N/A 2. Bond Releases: <ol style="list-style-type: none"> 1. Midas Creek (Court) Minor Subdivision – 90% Performance 3. <u>Resolution No. 15-57</u> - Declaring identified property of Riverton City as surplus – <i>Craig Calvert, Purchasing Manager</i> 4. <u>Resolution No. 15-58</u> – Ratifying the contract issued to Revize LLC to design, develop and implement a new City Website – <i>Craig Calvert, Purchasing Manager</i> 			
Recommendation:			
Approve the Consent Agenda as listed.			
Recommended Motion:			
“I move the City Council approve the Consent Agenda as listed.”			

Item No. 4.2.1



Issue Paper

Presenter/Submitted By:	G Trace Robinson
Subject: Performance Bond release for MIDAS CREEK (Court) MINOR SUBDIVISION	Meeting Date: 7/21/2015
	Fiscal Impact: \$N/A
	Funding Source: N/A
Background: Engineering, Public Works and Water Departments have performed the necessary infrastructure inspections for the MIDAS CREEK (Court) MINOR SUBDIVISION and have found the site complete and constructed to Riverton City's standards. All improvements have been constructed and we recommend that approval be given for a Performance release of the bond and that the City accept the improvements.	
Recommendation: It is recommended that approval be give to release 90% of the bond and that the City accept the improvements.	
Recommended Motion: Motion for approval of bond release.	

RIVERTON CITY
SUBDIVISION BOND REDUCTION REQUEST

DEVELOPER'S INFORMATION

1. Subdivision Name: **MIDAS CREEK (Court) MINOR SUBDIVISION**
2. Address: **11634 S 1300 W**
3. Subdivision Developer: **Legacy Fields, LLC**
4. Bond Company: **BANK OF AMERICAN FORK**
5. **90%** Bond Release Request date: **January 29, 2015**
6. Date of bond release approval by City Council: **July 21, 2015**
7. Description of completed subdivision improvements (attached.)

CITY APPROVAL

Amount of bond release approved by Staff: **\$ 60,934.18**

Date of bond release approval by Staff: **June 17, 2015**

The bond amount for the subdivision shall be reduced by an amount equal to as shown above.

Mayor, Riverton City

Date

Attest:

Date

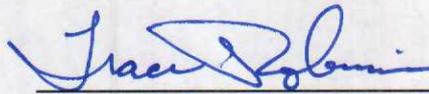
**DESCRIPTION OF SUBDIVISION IMPROVEMENTS COMPLETED
AND THE DOLLAR AMOUNT REQUESTED FOR EACH.**

MIDAS CREEK (Court) MINOR SUBDIVISION Improvement	ORIGINAL BOND AMOUNT 7/31/2014	80% RELEASE DATE	80% RELEASE AMOUNT	90% RELEASE DATE	90% RELEASE AMOUNT	100% RELEASE DATE	100% RELEASE AMOUNT	AMOUNT REMAINING
SEWER	Separate Agreement							
Culinary Water	\$ 35,128.83			7/21/2015	\$31,615.95			\$ 3,512.88
Secondary Water	24,842.42			7/21/2015	22,358.18			2,484.24
Demolition	-			7/21/2015	-			-
Storm Drain	-			7/21/2015	-			-
Streets	-			7/21/2015	-			-
Sidewalk & Signs	300.00			7/21/2015	270.00			30.00
Street Lights	5,333.39			7/21/2015	4,800.05			533.34
Fencing & Landscaping	-			7/21/2015	-			-
Record Drawings & GIS	2,100.00			7/21/2015	1,890.00			210.00
Other	-			7/21/2015	-			-
								-
								-
								-
								-
								-
Total	\$ 67,704.64		\$ -		\$60,934.18		\$ -	\$ 6,770.46

Total amount of bond release requested: **\$ 60,934.18**

**APPROVAL AND ACCEPTANCE STATUS
OF THE SUBJECT SUBDIVISION IMPROVEMENTS:**

Engineer's Certification: All work described above has been inspected and the above quantities verified. All work appears to have been completed in accordance with Riverton City Subdivision Standards and Specifications.



Public Works Director/ City Engineer

6-18-15

Date

City Inspection Certification: All work described above has been inspected and the appropriate testing requirements have been successfully completed or exceeded.



Issue Paper

Item No. 4.3

Presenter/Submitted By:	Craig Calvert, Purchasing Manager	
Subject: Request approval to surplus a large format printer and scanner; granting permission to the City Manager to dispose of each piece of property as deemed appropriate	Meeting Date: July 21, 2015	
	Fiscal Impact:	
	Funding Source:	
Background: <p>The HP Designjet T1100 printer and the Replicor 424 plus scanner that was attached to that printer quit working because the computer hardware on the scanner crashed and was non-repairable. A replacement printer and scanner has already been purchased.</p>		
Recommendation: <p>Staff's recommendation is to declare the HP Designjet T1100 printer and the Replicor 424 plus scanner as surplus; granting permission to the City Manager to dispose of each piece of property as deemed appropriate.</p>		
Recommended Motion: <p>"I move the City Council approve <u>Resolution No. 15-57-</u> declaring the HP Designjet T1100 printer and the Replicor 424 plus scanner as surplus; granting approval to the City Manager to dispose of each piece of property as deemed appropriate."</p>		

RIVERTON CITY, UTAH
RESOLUTION NO. 15-57

A RESOLUTION DECLARING IDENTIFIED PROPERTY OF RIVERTON CITY AS SURPLUS

WHEREAS, Riverton City is required by ordinance to surplus fixed assets in a public meeting; and,

WHEREAS, The HP Designjet T1100 printer and the Replicator 424 plus scanner is no longer working and has already been replaced.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF RIVERTON CITY AS FOLLOWS:

1. Riverton City, in accordance with city ordinance declares the HP Designjet T1100 printer and the Replicator 424 plus scanner as surplus property.
2. Riverton City directs the City Manager to dispose of each piece of property as deemed appropriate.
3. This resolution shall become effective upon passing.

PASSED AND ADOPTED by the City Council of Riverton, Utah, on this 21st day of July, 2015 by the following vote:

	YES	NO	ABSTAIN	ABSENT
City Council Member Brent Johnson	___	___	___	___
City Council Member Trent Staggs	___	___	___	___
City Council Member Sheldon Stewart	___	___	___	___
City Council Member Tricia Tingey	___	___	___	___
City Council Member Paul Wayman	___	___	___	___

RIVERTON CITY

[SEAL]

ATTEST:

Bill Applegarth, Mayor

Virginia Loader, MMC
Recorder



Issue Paper

Item No. 4.4

Presenter/Submitted By:	Craig Calvert, Purchasing Manager	
Subject: Request permission to ratify the contract issued to Revize LLC to design, develop and implement a new City website	Meeting Date: July 21, 2015	
	Fiscal Impact: \$36,500.00	
	Funding Source: 10-43-245	
Background: <p>The approval of the design, development and implementation of the new city website has already been approved by Council through the approval of the 14/15 budget and the approval of the 15/16 budget. Purchasing issued a Request for Proposal to select a company to design, develop and implement a new city website. Because Council had already approved it through the approval of budgets staff moved forward contracting with the selected company, Revize LLC.</p>		
Recommendation: <p>Staff's recommendation is to ratify the contract issued to Revize LLC to design, develop and implement a new City website.</p>		
Recommended Motion: <p>"I move the City Council approve Resolution No. 15-58-ratifying the contract issued to Revize LLC to design, develop and implement a new City website."</p>		

RIVERTON CITY, UTAH
RESOLUTION NO. 15-58

A RESOLUTION RATIFYING THE CONTRACT ISSUED TO REVIZE LLC TO DESIGN, DEVELOP AND IMPLEMENT A NEW CITY WEBSITE.

WHEREAS, Riverton City is required by ordinance to approve any contract that exceeds \$25,000 in a public meeting; and,

WHEREAS, the approval of the design, development and implementation of a new city website has been done through the approval of the 14/15 and 15/16 budgets.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF RIVERTON CITY AS FOLLOWS:

Section 1. Riverton City ratifies the contract issued to Revize LLC to design, develop and implement a new City website

Section 2. This resolution shall become effective upon passing.

PASSED AND ADOPTED by the City Council of Riverton, Utah, this 21st day of July, 2015 by the following vote:

	YES	NO	ABSTAIN	ABSENT
City Council Member Brent Johnson	___	___	___	___
City Council Member Trent Staggs	___	___	___	___
City Council Member Sheldon Stewart	___	___	___	___
City Council Member Tricia Tingey	___	___	___	___
City Council Member Paul Wayman	___	___	___	___

RIVERTON CITY

[SEAL]

ATTEST:

Bill Applegarth, Mayor

Virginia Loader, MMC
Recorder

RIVERTON CITY
12830 South 1700 West
Riverton, Utah 84065

1. CONTRACTING PARTIES: This contract is between Riverton City and the following contractor:

Company Name: Revize LLC, aka Revize Software Systems

Address: Revize Software Systems
1890 Crooks, Suite 340
Troy, MI 45084

2. PROCUREMENT: This contract is entered into as a result of the procurement process on Request for Proposal #179-15.

3. GENERAL PURPOSE OF CONTRACT:

Design, Development and Implementation of City Website.

4. CONTRACT PERIOD: Effective date 6-15-2015. Termination date: Completion.

5. PAYMENT: Revize will invoice the City monthly based on work that is completed, according to the detailed work schedule attached; however, the total amount(s) paid are not to exceed \$36,500.00 for all phases of the project.

If the City choose the hosting option, Revize will invoice the City for the pre-paid annual fee to host the website, according to which hosting option is chosen.

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT:

a. Revize's Detailed Work Schedule.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE ONLY, MAY NOT BE ATTACHED:

- a. Request for Proposal #179-15, including the standard contract terms and conditions attached to the proposal.
- b. Revize's Response to RFP 179-15.
In the event of any conflict between Revize's proposal response, including the Proposed Approach to the Project and Riverton City's RFP #179-15 Scope of Services, the city's Scope of Services will govern.
- c. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
- d. Utah State Procurement Code, Riverton City Procurement Ordinance.

[Signature]

Contractor Signature

06-18-15

Date

[Signature]

Legal Review

6/15

Date

Ryan Rossi

Printed Name

06-18-15

Date

Purchasing Manager

Date

Senior Account Manager

Title

06-18-15

Date

Jane E. Blackwood

City Manager

7/6/15

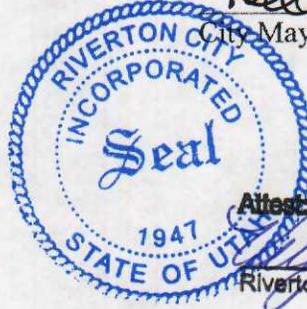
Date

[Signature]

City Mayor

7/6/15

Date



Attest:

[Signature]
Riverton City Recorder

SCOPE OF SERVICES:

The website should provide intuitive navigation and convenient interaction for its users, support Social Media, Mobile Platforms, and e-government platforms transactions such as permitting and applications, payments, and other services as needed to successfully provide desired solutions for users. It should facilitate continued transparency with easily accessible links to city updates/news releases/ video and or audio playback. Keeping the site adaptable to growing technology and design upgrades will also be required to ensure the site's long-term relevance and successful service.

The City is seeking a partnership in developing the new site that includes ongoing consultation and technical support that can be depended on every day, 24/7. A local representative who is available for occasional face-to-face interaction would be preferred.

Day-to-day management of the site will be divided among appropriate City departments, with overall coordination provided by the City's Communications Manager, under the direction of the City Manager.

Other specific requirements and objectives, include:

Website Design & Functionality

- Presentation of two design concepts
- Creative design that strengthens the brand of Riverton City as a friendly hometown city with a professional atmosphere
- The Website should support the ability to set permissions with tiered access for varying departments
- Design for fast-page loading while maintaining visual quality
- Mobile-friendly development that is compatible with all website content
- A file library that is easily organized and stores uploaded web content
- Social Media support
- Page(s) to promote Riverton's local businesses/organizations and economic growth
- Integration of a "ticker line" or real-time Twitter feed
- A search option that allows users to search the entire site or specific subsections within the site
- Consistent presence of "Report A Problem / Give Us Your Feedback" that is available to users through the entire site, allowing them to engage simply and as needed, at any time, with appropriate City departments.
- The ability to post emergency updates as needed on the homepage
- The ability to integrate existing information from the current site
- Transfer of existing URL and options to create customized URLs for future pages within the site
- A system that helps identify and report issues like broken links, misspelled words, missing images, etc.
- Meets all industry standard web security requirements

SEO

- Inclusion of SEO tools and reports to help identify strengths and maximize results

Content Management System

- Ease of use through a proven Content Management System (CMS) that is easily utilized and accessible to an unlimited number of users with a non-technical background
- CMS should support unlimited upload of links, images, PDFs, Word & Excel files, audio and video, YouTube, maps, and calendars
- CMS specific training and ongoing support

User Friendly

- The ability to build and customize online City forms and applications
- The ability for users to complete and submit various forms and applications online
- The ability to register for events and activities online
- Secure access to facilitate online payments (ex: utilities, registration fees, licensing fees, etc.)
- The inclusion of current points of integration (Xpress Bill, Activity Registration etc.)
- The ability to prompt and provide links for browser plug-in products as needed (ex: Adobe Acrobat, bill paying, video and audio listening software, etc.)

Email Distribution System

- E-mail development/management/distribution system that includes the ability to transfer and store existing email databases along with subscribe/unsubscribe functions to keep these lists current and growing
- Analytic support for email distribution and open rates

Developed to Advance with Future Technology

- Website should be developed with the ability for API additions/upgrades
- Future considerations include: Chat Now feature and IntraNet functions



Superior Web Design and
Content Management

Following Applications & Features will be integrated into Your Website Project

Revize provides applications and features specifically designed for municipalities. The applications and features are categorized into:

- **Citizen's Communication Center Apps**
- **Citizen's Engagement Center Apps**
- **Staff Productivity Apps**
- **Site Administration and Security Features**
- **Mobile Device and Accessibility Features**

CITIZEN'S COMMUNICATION CENTER APPS:

- ✓ Alert Center
- ✓ Document Center
- ✓ Email Notify
- ✓ FAQs
- ✓ Job Posting
- ✓ News Center with Facebook/Twitter Integration
- ✓ Online Forms
- ✓ Photo Gallery
- ✓ Quick Link Buttons
- ✓ Revize Web Calendar
- ✓ Personal Social Media Sharing App
- ✓ Sliding Feature Bar
- ✓ Language Translator

CITIZEN'S ENGAGEMENT CENTER APPS:

- ✓ Citizen Request Center with Captcha
- ✓ Citizen Connect (Community Blog)
- ✓ Online Bill Pay
- ✓ RSS Feed



Superior Web Design and
Content Management

STAFF PRODUCTIVITY APPS:

- ✓ Agenda Posting Center
- ✓ Job Posting App
- ✓ Image Manager
- ✓ Link Checker
- ✓ Menu Manager
- ✓ Online Form Builder
- ✓ Website Content Archiving
- ✓ Website Content Scheduling
- ✓ Newsletter App

SITE ADMINISTRATION AND SECURITY FEATURES:

- ✓ Audit Trail
- ✓ Auto Site Map Generator
- ✓ History Log
- ✓ Roles and Permission-based Security Mode
- ✓ Secure Site Gateway
- ✓ Unique Login/Password for each Content Editor
- ✓ Web Statistics and Analytics
- ✓ Workflows by Department

MOBILE DEVICE AND ACCESSIBILITY FEATURES

- ✓ Font Size Adjustment
- ✓ Alt-Tags
- ✓ Responsive Website Design (RWD) –Latest Government Design Trend to accommodate better viewing of text and graphics for any size screen, i.e smart phones, tablets, iPads, iPhones, Windows and Android devices



Riverton City
Purchasing Department
12830 South 1700 West
Riverton, UT 84065
801-208-3175

May 28, 2015

BEST AND FINAL OFFER

Request for Proposal #179-15 for web design services was asked for on April 7, 2015. This Best and Final Offer is an attempt at getting those firms who have been selected to provide an oral presentation, to provide pricing on what the city considers "at a minimum" service requirement as well as an attempt to score pricing fairly. Please fill out the attached price sheet. Many of the firms may offer more than what is requested on the price sheet. This is not intended to eliminate anything that has already been proposed, but is to add to if minimums were not met in the initial proposal. All of the specifications will still apply as stated in the proposal and addendum 1.

This Best and Final Offer shall be considered part of the Contract Documents and Specifications for the above-mentioned project, as though it had been issued at the same time and shall be incorporated integrally therein. Where provisions of the following supplementary data differ from those of the original proposal documents and the firm's proposal submittal, the Best and Final Offer shall govern and take precedence.

Email this sheet back by **2:00 PM** on **June 2, 2015**.

Please acknowledge receipt of this Best and Final Offer by signing, dating and sending back.

Company Name: Revize Government Websites

Signature: _____

Date: June 2nd 2015

Thanks,
Craig Calvert

If there are any questions give me a call at (801) 208-3175

RFP 179-15 BAFO Pricing

Description	Price
<p>Base price for a responsive web design, development, and implementation of website Price is to include:</p> <ul style="list-style-type: none"> Two concept designs. Must be designed to have great viewing on any size internet viewing device. Once design is selected for page templates, three rounds of changes to website design. Set-up CMS Modules Linking to 3rd party web applications, includes working with 3rd party providers as necessary to make websites look like they are part of the cities site Site map development and content migration for up to 700 webpages and 400 documents (approximate number on existing site) Onsite content editing and site administration training (one full day of training, price to include travel expenses) Offsite content editing and site administration training (one full day of additional training) One year of maintenance and support. up to 4 hours of content editing and 2 hours of design services per month (If these hours are not used they may be banked each month for a larger project) Software License Ownership of all technology, design, content and added URL's Subscription solution(s), storage, and email/message delivery system for up to 1,000 email/month... (Keep all your other email info) (if applicable, provide a pricing schedule showing overage rates as well as future pricing adjustments as email subscriptions increase) 	<p>\$ 36,500</p>
<p>Optional: Annual price for maintenance for additional years. At a minimum must include website upgrades (CMS, etc .) up to 4 hours of content editing, 2 hours of design services per month (If these hours are not used they may be banked each month for a larger project) The decision on this option will be made at the end of year one.</p>	<p>\$ 3,900</p>
<p>Optional: Hosting Option 1: Annual price for hosting. Price must include up to 10 GB of storage and 150 GB of Bandwidth (GBT).</p>	<p>\$ 300</p>

Hosting Option 2: Annual price for hosting. Price must include up to 20 GB of storage and 500 GB of Bandwidth (GBT).	\$350
Hosting Option 3: Annual price for hosting. Price must include up to 30 GB of storage and 1 TB of Bandwidth (GBT).	\$400
If the City chooses the maintenance and support option, provide a price for complete website redesign in 4 years	Included

Craig Calvert

From: Ryan Rossi <ryan.rossi@revize.com>
Sent: Tuesday, June 02, 2015 11:22 AM
To: Craig Calvert
Subject: RE: Revize Government Websites BAFO

Craig,

Correct, all prices listed except for the initial \$36,500 are annual costs.

Ryan

From: Craig Calvert [<mailto:ccalvert@rivertoncity.com>]
Sent: Tuesday, June 2, 2015 1:08 PM
To: Ryan Rossi
Subject: RE: Revize Government Websites BAFO

Ryan,

Just confirming that your pricing on the hosting is annual pricing.

Thanks,
Craig

From: Ryan Rossi [<mailto:ryan.rossi@revize.com>]
Sent: Tuesday, June 02, 2015 9:35 AM
To: Craig Calvert
Subject: Revize Government Websites BAFO

Craig,

Here is the 'Best and Final Offer' from Revize for the website project. Let me know if you need me to provide anything else from Revize. We look forward to working with the City if you feel that we are the best team for the job.

Thanks,

Ryan A. Rossi
Senior Account Executive - Revize
Office: +1 (248)-269-9263 EXT. 15
Fax: +1 (866)-346-8880
email: ryan.rossi@revize.com

"Our new Tipton County website is getting rave reviews from the public. Folks are calling me praising the design and usability. Great work and boy, we hit a home run picking Revize." **Shawn Anderson, Tipton County TN, IT Director**

Revize. Software that leverages the Internet for website design, content management and email marketing.
www.revize.com

STANDARD CONTRACT TERMS AND CONDITIONS

TERMS OF AGREEMENT

In the event of any conflict between these standard terms and conditions and any other terms and condition included in this agreement, these standard contract terms and conditions, Attachment "A," will govern.

NON-AVAILABILITY OF FUNDS

It is understood that if the department fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to provide for the continuation of the contract or the lawful order issued in or for any fiscal year during the term of this contract, the contract and all lawful order's issued shall terminate on the date said funds are no longer available without any termination charges or liability incurring to the City. The City shall certify and warrant in writing that sufficient funds have not been appropriated or authorized to continue this amendment. Non-Availability of Funds or failure to receive authorization for the expenditure of sufficient funds as used herein means a level of funding that results in less funding than that which was allocated to department in the immediately preceding fiscal year.

LIABILITY

Any damages occurring from the execution of the contract, incidental or otherwise, to City or private properties must be repaired, at the contractor's expense, to the owner's satisfaction.

INDEMNIFICATION

The consultant agrees to defend, indemnify and hold Riverton City, the City Council, the Mayor, and all employees (collectively the "Indemnities") free and harmless from and against all losses, claims, liens, demands, lawsuits, judgments or liability including but not limited to general liability, automobile, and professional errors and omissions arising out of the negligent acts, errors and omissions, of the consultant in performing the services described including the amount of judgment, penalties, interest, court costs and legal fees incurred by the Indemnities or any of them in defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of, but not limited to, taxes, claims, liens, debts, personal injuries, death or damages to property (including property of Indemnities). The Consultant further agrees to; investigate, handle, respond to, provide defense for and defend any such claim, demand or cause of action at its sole expense, and agrees to bear all other costs and expenses related thereto, and, release, indemnify and hold the City, its officers, agents and employees harmless from liability of any kind or nature, including the consultant use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

Riverton City is a governmental entity under the Governmental Immunity Act and waives no defenses, limits of liability or other rights.

OWNERSHIP OF DOCUMENTS

Riverton owns and may use in any way the City deems necessary all implemented websites, reports, data, documents, electronic media, and all other instruments of professional service, regardless of medium or content, prepared by or on behalf of the designer, firm, company, et al.

DAMAGES

Project must be completed and delivered to the City according to the timelines negotiated and agreed upon.

Timing is of the essence for this project. Designer agrees that the City will suffer damages if completion sequences agreed upon are not met. The Designer will compensate the City in the amount of five hundred dollars and no cents (\$500.00) for each day or part thereof that expires after each completion sequence, for damages, penalties, extra fees or losses that the City may incur due to a late delivery of the required documents. The City shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due to the Consultant. To the extent that the liquidated damages exceed any amounts that would otherwise be due the Consultant, the Consultant shall be liable for such amounts and shall return such excess to the City.

INSURANCE

Riverton City requires the insurance provider to be rated an A- or better or a financial category of VII (7) or Higher as rated by AM Best Ratings.

Workers Compensation insurance, sufficient to cover all employees in the employ during the term of the contract including any renewal thereof must be maintained. Coverage amount should be a required by Utah Workmen's Compensation Laws. All subcontractors are required to also carry workers compensation insurance as specified above. The City will require employees from companies who choose to not carry workers compensation insurance, (three or less employees) to obtain a Workers Compensation Waiver Form from the State of Utah.

Workers Compensation insurance, sufficient to cover all employees in the employ during the term of the contract including any renewal thereof must be maintained. Coverage amount should be a required by Utah Workmen's Compensation Laws.

Professional Liability insurance in the amount of \$1,000,000.00 must be maintained during the term of the contract.

Commercial General Liability insurance in the amount of \$1,000,000.00 per occurrence with an aggregate of \$2,000,000.00.

Commercial Auto insurance in the amount of \$1,000,000.00 per occurrence with an aggregate of \$2,000,000.00. The insurance must apply to hired, not owned and owned vehicles.

Insurance needs to include Project Name with the location and description of the project, and the Project Number and Bid Number (if known). Insurance must name as the certificate holder; Riverton City, its elected officials, appointed officials, officers, employees and volunteers.

Coverage is for all operation performed by or on behalf of the named insured.

Riverton City will assume no liabilities for the contractor including any of the contractor's representatives, employees or properties. The contractor agrees to, at all times, protect, indemnify, defend and hold harmless the City and city employees from any and all claims.

Contractor shall, at all times, keep the work area in a neat, clean, safe and secure condition to avoid the risk of loss, theft, vandalism or sabotage.

Insurance provided is required to be primary and non-contributory.

Proof of coverage must be provided before work can begin, and agrees to provide proof of insurance upon demand by the City throughout the terms of the contract. The insurance must have a 30 day written cancelation notice. If any of the required insurance coverage is cancelled or lapse, the City may at the City's discretion, obtain substitute coverage at reasonable rates. The City may deduct the cost of such coverage, plus 10% for administrative charges, from any monies that are owing to contractor.

INDEPENDENT CONTRACT

It is understood and agreed by the parties that the consultant is to act in the capacity of an independent contractor and as such will have no authorization, express or implied to bind Riverton City to any agreements. Consultant's officers and employees shall not be considered as employees or officers of the City and shall not be entitled to any employee benefits as City employees as a result of the execution of this agreement.

ASSIGNMENT

The consultant shall not assign this agreement or assign, pledge transfer or otherwise dispose of its interest or this agreement, without the specific consent of the City, and that no such assignment, pledge, mortgage, transfer, or other disposition shall relieve the consultant of its obligations hereunder, nor shall such an assignment of other disposition terminate any such claim or defense which the City may have. Riverton City may assert any claim or defense it may have against the consultant and against any such assignee.

LICENSE

The consultant is properly licensed for the service(s) provided, including a business license. consultant will provide all licenses before work can begin.

WORKFORCE

The consultant agrees to register and participate in a status verification system such as E-Verify, to verify the work eligibility status of the consultant new employees that are employed in the state. The consultant further agrees to have each contractor or subcontractor who works for or under main consultant, certify by affidavit that the contractor or subcontractor has verified through a status verification system the employment status of each new employee of the respective contractor or subcontractor.

STANDARD OF CARE

Consultant services shall be performed in accordance with the skill and care ordinarily exercised by members of the same profession performing the same or similar services at the time consultant's services are performed. Consultant shall, at consultant's sole expense, reperform any services not meeting this standard.

TAXATION

It is understood and agreed that the contractor shall pay and discharge all license fees, assessments, sales, use, property and other tax or taxes lawfully imposed, as indicated in U.C.A.1953 Section 59-12-104.

NOTICES

All notices to be given under this agreement shall be made in writing and mailed to the other party at its address as set forth herein or at such other address as the party may provide in writing from time to time. Such notice shall be mailed, return receipt requested, to the parties as follows:

Consultant

NO OFFICER OR EMPLOYEE INTEREST

It is understood and agreed that no officer or employee of Riverton City has or shall have any pecuniary interest, direct or indirect, in this agreement or the proceeds thereof. No officer or employee of the consultant or any member of their families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises consultant's operations, or authorizes funding of payments to the consultant.

AFFIDAVITS

At the time of, or prior to, commencing work, the consultant shall submit a sworn affidavit from each officer, employee or agent of the consultant who has been in contact or communicated with any officer, agent, or employee of the City during the past calendar year concerning the provision of these goods and services. The affidavit shall contain the following statement:

"I do solemnly swear that neither I, nor to the best of my knowledge, any member of my firm or company, has either directly or indirectly restrained free and competitive bidding by entering into any agreement, participating in any collusion, or otherwise taken any action unauthorized by the governing body of the City, or in violation of applicable law to secure favorable treatment with respect to being awarded this contract."

NON-DISCRIMINATION/AFFIRMATIVE ACTION

The Respondent agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. This agreement may be canceled if the contractor fails to comply with the provisions of these laws and regulations. **The consultant must include this provision in every subcontract or purchase order relating to purchases by Riverton City to insure that subcontractors and vendors are bound by this provision.**

LAW

This contract shall be governed and constituted in accordance with the laws of the State of Utah.

DEFAULT

If either party fails to perform its obligations, the other party may give written notice specifying the nature of the failure, and requesting the defaulting party to remedy it. If the default is not corrected within thirty (30) days of the notice date, the non-defaulting party may pursue the remedy provided herein, and without waiving that remedy, it may terminate this agreement. If the failure reasonably justifies faster action, the notice may require correction within less than thirty (30) days, and the non-defaulting party may take reasonable action to protect its interest. If the failure is one that reasonably requires more than thirty (30) days to correct, the correction period shall be extended beyond thirty (30) days, so long as the defaulting party promptly commences to correct the default and diligently pursues it to completion.

In the event either party needs to enforce the terms of this agreement by suit or otherwise, the party at fault shall pay the costs and expenses incident thereto, including a reasonable attorney's fee.

ENTIRE AGREEMENT

This Agreement, together with the attachments hereto, contains the entire Agreement between the parties, and supersedes all prior agreements, and oral or written representations with respect to the subject matter hereto, and no statements, promises, or inducements made by either party or agents for either party, that are not contained in this written Agreement, shall be binding or valid. This Agreement may not be enlarged, modified, or altered except in writing, signed and dated by the parties.

Description	Estimated Completion Date	Pmt Schedule
Maintenance and Hosting Prepaid Fee (July 1 st , 2015 – October 31 st , 2016)	June 26, 2015	\$4,200
Phase 1: Project Planning and Analysis	July 10, 2015	\$800
Phase 2: Discovery & Design	July 31, 2015	\$6,150
Phase 3 & 4: Template Development, CMS Integration	August 14, 2015	\$17,450
Phase 5: QA Testing	August 28, 2015	\$1,500
Phase 6: Site map development and content migration	September 11, 2015	\$3,200
Phase 7: Content editing and training	September 18, 2015	\$2,900
Phase 8: Go live and website search engine registration	October 2015	\$300
Total firm fixed fee		\$36,500

Craig Calvert

From: Ryan Rossi <ryan.rossi@revize.com>
Sent: Tuesday, July 07, 2015 10:23 AM
To: Craig Calvert
Cc: Angela Trammell
Subject: RE: Revize Software
Attachments: Riverton City, Utah Payment Schedule.pdf

Thank you Craig,

Since I did not see it in the contract I have attached the payment schedule that we agreed upon for the project. Dates are simply tentative and will not be billed until completed and agreed upon by Revize and your team. I have passed along Angela's email to our billing department and she should soon be receiving an invoice for the down payment. Looking forward to getting started soon.

Thanks,

Ryan A. Rossi
Senior Account Executive - Revize
Office: +1 (248)-269-9263 EXT. 15
Fax: +1 (866)-346-8880
email: ryan.rossi@revize.com

"Our new Tipton County website is getting rave reviews from the public. Folks are calling me praising the design and usability. Great work and boy, we hit a home run picking Revize." **Shawn Anderson, Tipton County TN, IT Director**

Revize. Software that leverages the Internet for website design, content management and email marketing.
www.revize.com

From: Craig Calvert [mailto:ccalvert@rivertoncity.com]
Sent: Tuesday, July 7, 2015 12:08 PM
To: (ryan.rossi@revize.com)
Cc: Angela Trammell
Subject: FW: Revize Software

Ryan,

Attached is the contract. Please coordinate all work with Angie.

Thanks,
Craig

From: Virginia Loader
Sent: Tuesday, July 07, 2015 9:51 AM
To: Craig Calvert
Subject: Revize Software

Respectfully,