

City of Biddeford
Finance Committee
September 05, 2023 5:00 PM Council Chambers & Zoom

Please click this URL to join:

<https://biddeford.zoom.us/j/97622405391?pwd=VU8zbHVCcmFzdIFROFJlZkJOZlFsQT09>

Passcode: 780509

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+13126266799,,97622405391# US (Chicago)

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US: +1 312 626 6799 or +1 646 558 8656 or +1 646 931 3860 or +1 301 715 8592

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Status:

- 1. Call to order**
- 2. Approval of the Minutes**
 - 2.1. Minutes
[8-15-2023 Finance Committee Minutes.pdf](#)
- 3. Signing of the expenditure warrant**
- 4. Discussion/Approval**
 - 4.1. Approval/AV System Upgrade
[20230905 AV System Upgrade - BRIEF](#)
[20230905 AV System Upgrade - DRAFT ORDER](#)
[20230905 Approval AV System Upgrade - Key Code Media - QUOTE](#)
[20230905 Approval Public Access AV Playback System Upgrade - Key Code Media - QUOTE](#)
[20230905 Approval AV System Upgrade - TelVue - QUOTE](#)
 - 4.2. Approval/Consulting Contract with Gregory Mitchell
[20230905 Employment Agreement with Gregory Mitchell - BRIEF](#)
[20230905 Employment Agreement with Gregory Mitchell - DRAFT ORDER](#)

- 20230905 Employment Agreement with Gregory Mitchell - DRAFT AGREEMENT
- 4.3. Approval/CIP Carry Forward Funds FY23 to FY24
 - 20230905 FY24 CIP Recommendation - MEMO
 - 20230815 Carry Forward Reserves-FY23 to FY24-DRAFT ORDER
 - 20230905 FY24 CIP & City Hall Funding Analysis - 5 BOXES
 - 20230905 FY24 CIP Vehicle Recommendation - REFERENCE
 - 20230905 City Hall Renovation Cost and Funding Analysis - REFERENCE
- 4.4. Approval/City Hall Renovation Project
 - 20230905 City Hall Renovation - BRIEF
 - 20230905 City Hall Renovation - DRAFT ORDER
 - 20230905 City Hall Renovation Funding Analysis - REFERENCE
 - 20230807 City Hall Renovation - Ducas Const - QUOTE
- 4.5. Approval/May Street Traffic Calming Demonstration Project
 - 20230905 May Street Traffic Calming Demonstration Project - BRIEF
 - 20230905 May Street Traffic Calming Demonstration Project - DRAFT ORDER
 - 20230905 May Street Traffic Calming Demonstration Project - Concept D - DESIGN PLAN
 - 20230905 May Street Traffic Calming Demonstration Project - COST ESTIMATE
- 4.6. Approval/St. Louis Field Improvements
 - St. Louis Field Improvements - BRIEF
 - St. Louis Field Improvements - DRAFT ORDER
 - St. Louis Field Improvements - Sports Fields, Inc - QUOTE
- 4.7. Approval/Purchase 2024 Freightliner Plow Truck
 - 20230905 Purchase of 2024 Freightliner Plow Truck - BRIEF
 - 20230905 Purchase of 2024 Freightliner Plow Truck - DRAFT ORDER
 - 20230905 Freightliner and Western Star of Maine - QUOTE
- 5. **Other Business**
- 6. **Adjournment**

City of Biddeford
Finance Committee Meeting Minutes
August 15, 2023

The meeting was called to order at 5:04 p.m. by Councilor Norm Belanger.

Present: Mayor Alan Casavant; Councilor Norm Belanger; Councilor William Emhiser; City Manager James Bennett; Finance Director Nichole Wood; Director of Planning & Community Development Greg Mitchell, HUD Housing Program Director Gail Wilkerson, CDBG Coordinator Jessica Wilson

Approval of Minutes of August 1, 2023

Motion by Councilor William Emhiser, seconded by Councilor Lessard to accept the minutes as printed.

Vote: unanimous.

Motion carries.

Expenditure Warrants:

The Warrants are circulating for signature

Adjustment to the Agenda:

There were no adjustments to the agenda.

Discussion/Approval

4.1. General Fund Payment to APEX for Ineligible CDBG Expenses

Discussion: Gail Wilkerson HUD Housing Program Director – follow up to June presentation of the staff's getting the CDBG legacy items cleaned up – this is the final item. Jessica Wilson will be presenting. CDBG Coordinator Jessica Wilson – This is the very last monitoring item from the monitoring – ineligible payments made from the CDBG and CDBG COVID grants. We have been working very hard with HUD to create policies and procedures to ensure that this does not happen in the future.

Motion by Councilor William Emhiser to request to pay APEX out of General Fund, second Mayor Alan Casavant

Discussion: Councilor Emhiser – memo stated that the recipient changed the scope of work that they were doing – what is the City's share of responsibility for this change of scope. At some point during the programming, APEX scaled back their program, and City Staff was not doing their part with sub-recipient monitoring. Asked for an explanation about what "monitoring" is – on a quarterly basis we need to be making sure that the income guidelines and timesheets were being audited to make sure that the scope was followed. However, this process did not take place by City Staff at the time.

Councilor Lessard is asking why the City should be responsible for the fact that APEX did not

follow the agreement.

Councilor Belanger asked: If we were doing what we should have done, how would the result be different? Mr. Mitchell said that in a perfect world there would have been more close communication with the sub-recipient, he would have expected more real-time communication and it would have been caught one-quarter of the way through.

This is purely a discretionary decision of Finance Committee and in turn the Council to decide if the City will make APEX whole for the services that they provided.

Mr. Bennett suggested that we table the item and ask APEX to come back to ask them to explain what they would do

Motion for amendment: Emhiser – change the order to \$9,000, Second Lessard

Vote: Unanimous

Amendment carries

Vote: Unanimous

Motion carries

4.2. Approval/IT Scale Refresh

Discussion: What is scale? Every server except one is a virtual server. We have 5 nodes in a stack. Servers migrate between them to “load balance” – as technology improves, you can get away with fewer nodes because they are more powerful. Nodes we currently have are aged out. Will reduce the node count, and simplify the management. Offers redundancy,

Motion by Councilor Emhiser, second Councilor Lessard

Discussion: Councilor Emhiser asked quote had two options – one for “if we don’t do vision and 365 we would need more horsepower, the other for a smaller datacenter because we offload Vision and 365.

Vote: Unanimous

Motion carries

4.3. Approval/IT Vision Cloud Hosting

Discussion: IT Director Jerry Gerlach presented this item. The overall purpose of these three items is to reduce the size of the datacenter. Part of that is to move the Vision data over to Visions Cloud Hosting – it isn’t a SaaS agreement, just the data is housed in the cloud and we will have a client on local computers.

Councilor Emhiser – Is this the consultation fee for the migration – Mr. Gerlach explained that this is just the actual hosting price, no charge for the services to migrate.

Councilor Belanger – asked about security and downtime on their end.

Motion by Councilor Emhiser, second Councilor Lessard

Vote: Unanimous

Motion carries

4.4. Approval/IT MS365

Discussion: Mr. Gerlach – this is a heavier lift – as the city has changed and the employee demographic has changed, there are productivity tools that the employees will want to embrace. We live in a Microsoft world, we did look at Google, but it wasn't a good fit. Moving to O365 we would move our exchange mail data – this shuts down another server that we wouldn't have to maintain. This also gives us Teams – many departments are utilizing this as a hybrid. Cloud storage, file sharing, and a host of other features. Beyond the scope of Jerry and Bill's expertise, we will need to have consultation services to do this migration.

Motion by Councilor Emhiser, second Councilor Emhiser

Councilor Emhiser: channeling councilor Lessard – Systems Engineering who will do both the migrations – are their other vendors who will do that? Did we get competitive bids. Mr. Gerlach replied that several years ago we came to the council to ask that we go sole source with Systems Engineering. They are deep into our system, firewall maintenance. We do periodically monitor the prices that we are getting from System Engineering. Price would go up if we had to have a new company come in with no experience. We've been with SE since Jerry has been here – three years ago we interviewed other providers, and made sure that is competitive.

Memo states that the current share-file system goes away. Mr. Emhiser – asked about Zoom – we will probably keep a couple of licenses, but we will keep it for council chamber meetings. Mr. Emhiser asked about the line item for the internal 365 Training.

Vote: Unanimous

Motion carries

4.5. Approval/Carry Forward Funds FY23 to FY24

Discussion: City Manager Bennett presented this item with a PowerPoint presentation.

Motion to table until the 9/5 agenda by Councilor Emhiser, second Mayor Casavant

Vote: Unanimous

Motion carries

Other Business

Councilor Lessard: Would like to see if there is any money to replace the podium.

Adjournment

Motion by Councilor Emhiser, seconded by Councilor Lessard to adjourn.

Vote: unanimous.

Motions carries.

Adjourned at 5:50 pm



Finance Committee

Meeting Date: September 5, 2023

Meeting Time: 5:00 PM

Agenda Item No: 4.1.

Item Description: Approval/AV System Upgrade

Submitted by: Brian S. Phinney, COO

Supporting Information/Documentation:

Key Code Media, Inc Quotes

TelVue Corporation Quote

Key Terms:

N/A

Executive Summary:

Action on this item authorizes the purchase and installation of new audio visual equipment for the council chambers as well as a new playback system. The new system includes demolition, equipment, installation, training, podium replacement and tables.

Detailed Review:

Over the past 11-months staff has been working on upgrading the audio visual system and playback system in council chambers. The current system is +20-years old and a patchwork of hardware. The need for the upgrade has been accentuated by the remote meeting requirements experienced during Covid.

Due to the specialized nature of the work staff made direct contact with four known vendors across Maine and New Hampshire. Staff held site visits and were involved in numerous discussions regarding available technology, systems integration, component integrated installations vs standalone component integrations, and visited other communities to review installations in order to establish a framework for the upgrade that would best serve Biddeford now and in the future. The City received two bids and selected Key Code Media, Inc as the preferred vendor.

Highlights of the upgrade include HD cameras, integrated streaming, simplified control booth systems, upgraded microphones and sound system, integrated press feeds, relocation of "side" television from the Adams Street wall to the front (South St) wall with synced displays, auxiliary wireless microphones for greater use of the chambers for organized events, and remote broadcast capability from any location with access to an internet feed.

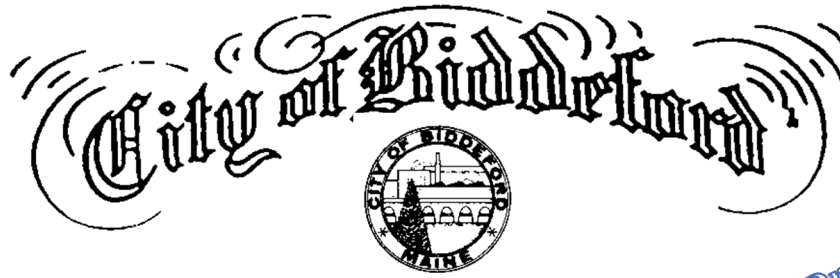
The demolition and installation period will necessitate remote-only meetings however the “downtime” should be a week at most and we have the ability to schedule during a week that would result in the least impact. Bookings are currently into the latter part of October with no known delays on components.

Funding Source:

Funding is proposed from the Cable TV Fund (218) with an FY22 audited balance in excess of \$217,000 dollars.

Staff Recommendation:

Staff recommends approval of the AV system upgrade.



Draft Council Order

2023.105

IN BOARD OF CITY COUNCIL... SEPTEMBER 5, 2023

BE IT ORDERED, that the City Manger is authorized to enter into an agreement with Key Code Media, Inc for the purchase and installation of a new audio visial system for the council chambers in the amount of \$50,758.50 and playback system in the amount of \$31, 547.00 for a total of \$82,305.50.

BE IT FURTHER ORDERED, that the City Manager is authorized to purchase a new podium, tables, and support computers as part of the upgrade in an amount not to exceed \$5,000.00

Note: The total project allocation is \$87,305.50.

Attest by: _____

Key Code Media, Inc. - New Hampshire

8 Integra Dr

Concord, NH 03301-5102

(603) 224-2300

Biddeford Town Hall Upgrades

Quote # 229220 Version 4

Prepared for:

City of Biddeford

Prepared by:

Bryan Nadeau

Biddeford Town Hall Upgrades Prepared for: City of Biddeford

Quote #229220 v 4

Aug 25, 2023

Client Objectives

- Biddeford wishes to upgrade their existing A/V Technologies in their Town Hall meeting room.
- Upgrading for hybrid and remote meetings.
- Upgrading from analog to digital audio and video.
- Removing 1 rack and adding equipment desk
- Adding a second audio location for auxiliary meeting layout in rear of room.
- Cleaning/organizing cabling in control room and in chambers.

Project Components, Equipment, Systems

No.	Part #	Manufacturer	Description	Qty	Price	Ext. Price
1	VC-A61PW	Lumens	4K IP PTZ Video Camera with 30x Optical Zoom	4	\$2,495.00	\$9,980.00
2	VS-KB30	Lumens	IP PTZ Joystick controller for Cams above	1	\$1,398.00	\$1,398.00
3	PTZ MOUNT	Jinwelry	PTZ camera mount for cams above (White)	4	\$82.00	\$328.00
4	GS516PP	Netgear	16-Port Gigabit PoE+ Compliant Unmanaged Switch, 260W Power Budget	1	\$403.00	\$403.00
5	HS-1300	Data Video	Switcher with Record and Stream and Multiview	1	\$3,955.00	\$3,955.00
6	MX412D/C	Shure	Desktop 12" Cardioid Gooseneck Microphone	13	\$345.00	\$4,485.00
7	BLX288/B58-H10	Shure	4 wireless handheld mic with receiver	2	\$720.00	\$1,440.00
8	IT-MM	FSR	Microphone Mute Module	1	\$89.00	\$89.00
9	MS-6-M-NR-025	Wirlwind	6-Channel Snake (No Returns, 25')	2	\$285.00	\$570.00
10	B0BZDFNSRW	Yeaqee	Yeaqee 18 Pack XLR Microphone Cable 10 Ft XLR	1	\$92.00	\$92.00
11	DMM14 UL	AKG	12 channel analog audio mixer w/2ch out for mix minus	3	\$2,498.00	\$7,494.00
12	RKC800	Shure	8 XLR Patch Panel	3	\$285.00	\$855.00
13	SDSDXXY-128G-GN4IN	Sandisk	SDHC class 10 128GB Card for recording	2	\$44.00	\$88.00
14	CTMX	Sound Tools	XLR Over Cat RX	3	\$110.00	\$330.00
15	WC121-S	Sound Tools	XLR Over Cat TX	3	\$60.00	\$180.00
16	NC3FXX-BAG	Neutrik	Female 3 Pole XLR Connectors	15	\$5.00	\$75.00

Biddeford Town Hall Upgrades

Prepared for: City of Biddeford

Quote #229220 v 4

Aug 25, 2023

Project Components, Equipment, Systems

No.	Part #	Manufacturer	Description	Qty	Price	Ext. Price
17	AV-4K	Star Tech	Flush Mount Presentation Hub	1	\$295.00	\$295.00
18	Scarlett Solo	Focus Rite	2x2 USB audio interface	1	\$150.00	\$150.00
19	U-TAP-SDI	AJA Video System	Digital Audio Interface for remote and Zoom Meetings	1	\$429.00	\$429.00
20	VIA-GO2	Kramer	4K Wireless Presentation Device	1	\$550.00	\$550.00
21	VS-211H2	Kramer	Auto Sensing HDMI Switch	1	\$311.00	\$311.00
22	Decimator 2	Decimator	3G/HD/SD-SDI to HDMI/Composite Converter	1	\$435.00	\$435.00
23	PD-915R	Middle Atlantic	Rackmount power strip	1	\$188.00	\$188.00
24	RM-LCD-PNLK	Middle Atlantic	Recessed rack mount for 22" Monitor	1	\$200.00	\$200.00
25	MDV-R12	Middle Atlantic	MDV Side rack with overbridge	1	\$499.00	\$499.00
26	LS27AG302NNXZA	Samsung	27" HDMI Monitor	1	\$245.00	\$245.00
27	MDV-DSK	Middle Atlantic	48" W Straight Desk w/Overbridge	1	\$855.00	\$855.00
28	25Q841	West Penn	500ft RG6/U SDI cable	1	\$410.00	\$410.00
29	CAT6-HDBT-025	Laird	25ft shielded Cat 6	4	\$51.00	\$204.00
30	WPL-2108	My Custom Shop	12G-SDI Recessed BNC with imbedded Audio for Press Feed	1	\$45.00	\$45.00
31	97-11124	Osprey Video Inc	1X4 12G reclocking Distribution Amplifier for Press Feed	1	\$415.00	\$415.00
32	DS300B	On-Stage	Posi-Lok Mini Boom Desktop Stand	2	\$23.00	\$46.00
33	A25D	Shure	Microphone clip for desk stand above	2	\$9.75	\$19.50
34	K-KJ17KHCA4A	Panasonic	Panasonic eneloop Pro Rechargeable AA Ni-MH Batteries with Charger	2	\$40.00	\$80.00
35	NEW			1	\$0.00	\$0.00

Subtotal: \$37,138.50

Biddeford Town Hall Upgrades
Prepared for: City of Biddeford

Quote #229220 v 4

Aug 25, 2023

KCM Services and Materials

No.	Part #	Description	Qty	Price	Ext. Price
36	KCM-INT-MAT	Cable stock, connectors, power extensions, misc hardware & materials,etc	1	\$540.00	\$540.00
37	KCM-INSTALL	Installation, wiring, terminations, configurations	1	\$8,240.00	\$8,240.00
Installation note: Client to provide laptop or PC for remote participant I/O					
38	KCM-TRAVEL	Time and travel, mileage	1	\$1,480.00	\$1,480.00
39	KCM-T&E	Hotel, meals	1	\$760.00	\$760.00
40	KCM-TRAINING	Systems training & commissioning	1	\$1,080.00	\$1,080.00
41	KCM-ADMIN	Reports, site visits, office coordination, invoice, receiving	1	\$420.00	\$420.00
				Subtotal:	\$12,520.00

Shipping

No.	Part #	Description	Qty	Price	Ext. Price
42	Shipping	Shipping	1	\$1,100.00	\$1,100.00
				Subtotal:	\$1,100.00

Account Notes

No.	Part #	Description	Qty	Price	Ext. Price
Payment Terms: NET 30 Days with a PO Required					

Biddeford Town Hall Upgrades
Prepared for: City of Biddeford

Quote #229220 v 4

Aug 25, 2023

Scope of Work

Decommission abandoned equipment in current control room
Remove one equipment rack and build Middle Atlantic Desk for new monitors, camera controller, switcher, mixer
Install 4 HD PTZ cameras with mounts and wire to control room through drop ceiling.
Install DataVideo switcher with record, stream, and multiview with PIP
Install new wired gooseneck microphones, resolder new terminations and remove excessive slack.
Install 2x 6-input Whirlwind snakes for 12 mics at current desk setup in chambers
Run Shielded Cat6 for XLR over Cat interface
Install 4x SDI Wallplate from Osprey for Press feeds.
Relocate large TV from side wall to back wall.
Wire TV's with AUX signal from switcher.
Wire podium microphone to Mic Mute Module/switch.
Cut hole in podium to flush mount Presentation hub.
Wire Presentation hub to Kramer Via Go2 to for wireless transmission to switcher.
Audio wired in a mix minus for full Zoom meeting audio/video function.
Wire audio into existing PA system.
Test, balance, EQ, Levels, Etc. all mics.
Install Aja Digital Video Interface for remote and Zoom Meetings
Test all equipment.
Test Live Broadcast.
Train staff on all new components

Biddeford Town Hall Upgrades
Prepared for: City of Biddeford

Quote #229220 v 4

Aug 25, 2023

Key Code Total Care

30 Day Key Code Total Care Bronze

Thank you for choosing Key Code Media, this quote is covered under a 30-day remote support plan. The equipment is covered under manufacturing warranty and the labor is covered by Key Code Support.

Key Code support hosts its own secure remote access support system. This system is much like a TeamViewer remote access, with the exception that it's hosted by Key Code Media and sits behind our firewall. As part of Change Me and Key Code Media support agreement, we can install this lightweight utility on all purchased computers at the discretion of facility staff. This will allow a support engineer to log in and see what the operator is seeing in real time.

Service Expectations

This support proposal includes the following Service Level agreements:

1. Provide normal business hours support
 - a. Access to M-F 9am EST - 6pm PST support line
 - b. Includes emergency and non-emergency call for:
 - i. Software Issues and Version Upgrades
 - ii. Hardware support for purchased equipment
 - iii. Remote support
 - c. Major Holidays are not included in coverage
 - i. Christmas Day
 - ii. July 4th
 - iii. Thanksgiving +1
 - iv. New Year's Day
 - v. Memorial Day
 - vi. Labor Day
2. Contract Includes Costs for Mileage Associated with support visits
 - a. Does not include for Airfare, Hotel, Rental Car, or Per-Diem
 - b. Does not include Travel Costs associated with other quotes
 - c. All Non-Covered T&E will be invoiced at actual cost

Warranty Terms

The warranty begins upon completion of install and lasts for 30 days.

Support Contract Information

Service Hotline: 818-303-3980

Email Support: Support@keycodemedia.com (Email is monitored from 9a – 6p)

Call Back Response Time

9am – 6pm response time 5 – 30 minutes

Biddeford Town Hall Upgrades
Prepared for: City of Biddeford

Quote #229220 v 4
 Aug 25, 2023

Biddeford Town Hall Upgrades

Prepared by:	Bill To:	Ship To:	Quote Information:
 Key Code Media, Inc. - New Hampshire Bryan Nadeau 917-819-1283 bnadeau@keycodemedia.com	City of Biddeford Brian Phinney (207) 571-0032 Brian.Phinney@Biddefordmaine.org	City of Biddeford Key Code Media-NE 8 Integra Dr. Concord, NH 03301 Brian Phinney (207) 571-0032 Brian.Phinney@Biddefordmaine.org	Quote #: 229220 Version: 4 Delivery Date: 08/25/2023 Expiration Date: 09/13/2023 Terms:

Quote Summary

Description	Amount
Project Components, Equipment, Systems	\$37,138.50
KCM Services and Materials	\$12,520.00
Subtotal:	\$49,658.50
Shipping:	\$1,100.00
Total:	\$50,758.50

This Sales Quote ("SO") incorporates the Terms and Conditions found at <http://www.keycodemedia.com/terms/salesorder> ("T&C") and constitutes an offer or counter-offer, as applicable, by Key Code Media, Inc. or Burst Communications ("Seller"). This SO, including the T&C incorporated therein, shall become binding on the buyer listed herein ("Buyer") on the earliest of Buyer's: (i) acknowledgement hereof; or (ii) receipt of any goods and/or services ordered hereunder. No Buyer acknowledgement form, purchase order, or other document shall modify the SO or the T&C.

Key Code Media, Inc. - New Hampshire

City of Biddeford

Signature: _____
 Name: Bryan Nadeau
 Title: Account Manager
 Date: 08/25/2023

Signature: _____
 Name: Brian Phinney
 Date: _____

Key Code Media, Inc. - New Hampshire

8 Integra Dr

Concord, NH 03301-5102

(603) 224-2300

Biddeford Playback System Upgrade

Quote # 229454 Version 2

Prepared for:

City of Biddeford

Prepared by:

Bryan Nadeau

Biddeford Playback System Upgrade

Prepared for: City of Biddeford

Quote #229454 v 2

Aug 25, 2023

Client Objectives

The City of Biddeford and Biddeford Public Access TV's primary objective is to seamlessly integrate and upgrade their existing broadcasting capabilities. With a strategic focus on enhancing content delivery, expanding viewership, and improving operational efficiency, the client aims to successfully transition from their current Leightronix system to a more advanced and versatile 2 Channel CASTUS playback system.

Project Components, Equipment, Systems

No.	Part #	Manufacturer	Description	Qty	Price	Ext. Price
1	CSTQR-202	Castus	CASTUS QuickRoll 4th Generation- (2) Channel IP/HDSI Video Server with (2)HDSI / IP Inputs be purchasedSchedule creator and editor interface- yearly, monthly, weekly or dailyBlock scheduler interface for automated schedulingWeb interface with confidence monitors and audio metersMulti file format support- ZERO transcodingSupport for- RTMP, SRT, HLS, NDI & moreSupports Live Closed Captions and Side Car files- VTT, SCC, MCC & MoreConnects to routing switching- Black Magic and morePlaylist and multi-region playlist creator/editorOutput to Facebook and Youtube liveConnect to CASTUS Cloud Services (CCS) Generate online schedule guide to embed on websiteVideo editor for assembling and trimming clipsRSS crawl overlay capabilityFile manager libraryAudio input and automatic background music detectionBuilt in audio normalization for outputs8 global overlays per channelHDMI preview channelDVD to file rip utilityHardware:Super fast processor, dense form factor and extremely reliable 3RU server gradechassis3RU chassis with redundant power supplies8TB storage with RAID 1 redundancy configuration *Additional storage upgradesare available.8GB RAM(2) HDSI / (4) IP Outputs(2) HDSI / IP Inputs250GB SSD for CASTUS OS24X DVD-RWINCLUDES 3 YEAR HARDWARE WARRANTY	1	\$24,995.00	\$24,995.00
2	CCS-SKEYS-ES	Castus	STREAM Keys 'Essential' Includes-4 RTMP Streaming Keys. Keys refresh after each useConnect your RTMP source(s) to a destination with one of four provided Keyswith CASTUS STREAM. Each STREAM Key can be used independently of oneanother.Keys are not to be used continually on a 24/7 basis.***Annual Subscription***	1	\$899.00	\$899.00
3	C4-EXT	Castus	CASTUS C4 Support, Maintenance and Updates ? Access to the CASTUS forum with rapid response times and forum accounts for up to 4 employees.? A dedicated email address (support@castus.tv) that automatically generates a support ticket and instantly notifies our team.? Access to a live CASTUS representative from 9am to 5pm PST.? 'Tech Support Connect' connection for a technician to log in and troubleshoot.? 2 scheduled training sessions annually (training@castus.tv) for new employees, or refresher courses for existing employees.Includes: ? 2 scheduled in-depth sessions annually (training@castus.tv) with a CASTUS technician.? Access to regular software updates***ANNUAL SUBSCRIPTION*** (Free for first year)	1	\$0.00	\$0.00

Biddeford Playback System Upgrade

Prepared for: City of Biddeford

Quote #229454 v 2

Aug 25, 2023

Project Components, Equipment, Systems

No.	Part #	Manufacturer	Description	Qty	Price	Ext. Price
First year of support - Free						
4	DD-DEC-2	Decimator Designs	DECIMATOR 2 3G/HD/SD-SDI to HDMI Converter with Built-In NTSC/PAL Downscaler & Analog Audio Outputs	2	\$425.00	\$850.00
5	RM-1731S	Lilliput	Lilliput RM-1731S 17.3" Pullout Rackmount 3G-SDI/HDMI Monitor Lilliput RM-1731S 17.3" Pullout Rackmount 3G-SDI/HDMI Monitor	1	\$1,099.00	\$1,099.00

Subtotal: **\$27,843.00**

Installation, Commissioning, Materials, Time/Travel & Administrative

No.	Part #	Description	Qty	Price	Ext. Price
6	KCM-INT-MAT	Cable stock, connectors, converters, power extensions, misc hardware & materials, etc	1	\$388.00	\$388.00
7	KCMPS-201	Installation, wiring, terminations, configurations	1	\$1,640.00	\$1,640.00
8	KCM-T&E	Time and travel, mileage	1	\$378.00	\$378.00
9	KCM-TRAINING	Systems training & commissioning	1	\$780.00	\$780.00
10	KCM-ADMIN	Reports, site visits, office coordination, invoice, receiving	1	\$198.00	\$198.00

Subtotal: **\$3,384.00**

Account Notes

No.	Part #	Description	Qty	Price	Ext. Price
Payment Terms: NET 30 Days with a PO Required					

**Biddeford Playback System Upgrade
Prepared for: City of Biddeford**

Quote #229454 v 2

Aug 25, 2023

Scope of Work

Remove existing Leightronix System

Install and commission CASTUS

Connect new playback system to cable provider head-end equipment.

Label and dress all cables

Configure CASTUS settings

Test entire system

Test on-air live signal and Recording

Provide a 5 hr. block of basic intro training.

Biddeford Playback System Upgrade
Prepared for: City of Biddeford

Quote #229454 v 2

Aug 25, 2023

Key Code Total Care

30 Day Key Code Total Care Bronze

Thank you for choosing Key Code Media, this quote is covered under a 30-day remote support plan. The equipment is covered under manufacturing warranty and the labor is covered by Key Code Support.

Key Code support hosts its own secure remote access support system. This system is much like a TeamViewer remote access, with the exception that it's hosted by Key Code Media and sits behind our firewall. As part of Change Me and Key Code Media support agreement, we can install this lightweight utility on all purchased computers at the discretion of facility staff. This will allow a support engineer to log in and see what the operator is seeing in real time.

Service Expectations

This support proposal includes the following Service Level agreements:

1. Provide normal business hours support
 - a. Access to M-F 9am EST - 6pm PST support line
 - b. Includes emergency and non-emergency call for:
 - i. Software Issues and Version Upgrades
 - ii. Hardware support for purchased equipment
 - iii. Remote support
 - c. Major Holidays are not included in coverage
 - i. Christmas Day
 - ii. July 4th
 - iii. Thanksgiving +1
 - iv. New Year's Day
 - v. Memorial Day
 - vi. Labor Day
2. Contract Includes Costs for Mileage Associated with support visits
 - a. Does not include for Airfare, Hotel, Rental Car, or Per-Diem
 - b. Does not include Travel Costs associated with other quotes
 - c. All Non-Covered T&E will be invoiced at actual cost

Warranty Terms

The warranty begins upon completion of install and lasts for 30 days.

Support Contract Information

Service Hotline: 818-303-3980

Email Support: Support@keycodemedia.com (Email is monitored from 9a – 6p)

Call Back Response Time

9am – 6pm response time 5 – 30 minutes

Biddeford Playback System Upgrade
Prepared for: City of Biddeford

Quote #229454 v 2
Aug 25, 2023

Biddeford Playback System Upgrade



Prepared by:	Bill To:	Ship To:	Quote Information:
Key Code Media, Inc. - New Hampshire	City of Biddeford	City of Biddeford	Quote #: 229454
Bryan Nadeau 917-819-1283 bnadeau@keycodemedia.com	205 Main Street Biddeford, ME 04005 Brian Phinney (207) 571-0032 Brian.Phinney@Biddefordmaine.org	205 Main Street Biddeford, ME 04005 Brian Phinney (207) 571-0032 Brian.Phinney@Biddefordmaine.org	Version: 2 Delivery Date: 08/25/2023 Expiration Date: 09/01/2023 Terms:

Quote Summary

Description	Amount
Project Components, Equipment, Systems	\$27,843.00
Installation, Commissioning, Materials, Time/Travel & Administrative	\$3,384.00
Subtotal:	\$31,227.00
Shipping:	\$320.00
Total:	\$31,547.00

This Sales Quote ("SO") incorporates the Terms and Conditions found at <http://www.keycodemedia.com/terms/salesorder> ("T&C") and constitutes an offer or counter-offer, as applicable, by Key Code Media, Inc. or Burst Communications ("Seller"). This SO, including the T&C incorporated therein, shall become binding on the buyer listed herein ("Buyer") on the earliest of Buyer's: (i) acknowledgement hereof; or (ii) receipt of any goods and/or services ordered hereunder. No Buyer acknowledgement form, purchase order, or other document shall modify the SO or the T&C.

Key Code Media, Inc. - New Hampshire

City of Biddeford

Signature: _____
Name: Bryan Nadeau
Title: Account Manager
Date: 08/25/2023

Signature: _____
Name: Brian Phinney
Date: _____



TelVue Quotation – Confidential	TelVue Contact Information
Prepared for: STEVEN PULOS City Of Biddeford Maine Public Access Director spulos@live.com (207) 502-2435 Ship to address: 15 Columbus Way biddeford, ME 04005	Prepared by: Charles Paige TelVue Corporation Email: cpaige@telvue.com Phone: (800) 885-8886 x122 Fax: (856) 866-7411 Please use Fax No. to submit signed quote, or email orders@telvue.com

Special Terms
3 Years of TelVue Care included (1st is Free, 2 yrs additional service added), includes license fees for InfoVue players***NPO discounts included with Trade In *Prior to signing the quote in indication of your acceptance as a purchase order, please confirm the billing contact information and shipping information above. *If you have any questions please contact your TelVue contact (identified above).

Customer Acceptance
This quote is good for 30 days from date of issue or until any expiration date stated in the special terms field. By signing below, customer accepts quote as purchase order on the above terms: Printed Name: _____ Title: _____ Signature: _____ Date: _____

Thank you for your business. The following page contains a quote for TelVue products and services.



WE SHARE YOUR VISION™

TELVue CORPORATION
16000 HORIZON WAY, SUITE 100
MT. LAUREL, NJ 08054

Quote#: Q-015992
Quote Issued: 7/13/2023
Quote Expiration: 9/8/2023

Hardware								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
AIO Series								
1.00	HyperCaster AIO B2000-12+	All-in-One Digital Broadcast Video Server. 12 HD-SDI ports, 5 playback or encode I/Os standard, expandable to 8, MAX 8 Playback. SDI & IP Switching, Graphics, Scheduling & Automation. 2RU, Redundant Power, 11TB RAID6.	☒	\$34,950.00	15.00%	\$34,950.00	\$29,707.50	\$29,707.50
InfoVue								
3.00	InfoVue Standard	Standard InfoVue Digital Signage player, 1RU rack mount, 120GB SSD storage, HDMI output up to 1080p. InfoVue Service License required for access to cloud InfoVue CMS and Weather. Multi-user, Multi-zone, SD/HD, data feed integration.	☐	\$1,950.00	15.00%	\$1,950.00	\$1,657.50	\$4,972.50
Third Party								
5.00	LiveU Solo	LiveU Solo: HDMI and SDI Inputs, supports two (2) 3G/4G modems, ethernet 10/100 Mbps, internal battery, video preview screen, H.264/AAC, full HD, built-in WiFi./TPCL	☐	\$1,495.00		\$1,495.00	\$1,495.00	\$7,475.00
3.00	Black Magic - MINI-SDI-TO-ANALOG	Black Magic SDI to Analog Mini-Converter./TPCL	☐	\$325.00		\$325.00	\$325.00	\$975.00
1.00	Black Magic Smart Videohub 20x20 6G	Advanced 20 x 20 multi format SD, HD and Ultra HD SDI router with built in video monitoring, spin knob control, 6G-SDI technology./TPCL	☐	\$1,995.00		\$1,995.00	\$1,995.00	\$1,995.00
1.00	Black Magic - MULTIVIEW-4	Black Magic Multiview 4: 4 x 6G-SDI inputs with looped outputs, 1 x SDI and 1 x HDMI multiview outputs, supports SD, HD, Ultra HD 4K, DCI 4K, 2x2, 3x3, 4x4 multiview configurations./TPCL	☐	\$545.00		\$545.00	\$545.00	\$545.00



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Hardware								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
1.00	Black Magic - TERENCE PANEL	Black Magic Terenex Smart Panel: Front panel upgrade with full controls./TPCL	☐	\$89.00		\$85.00	\$85.00	\$85.00
2.00	Black Magic - TERENCE SHELF	Black Magic Terenex Shelf./TPCL	☐	\$115.00		\$115.00	\$115.00	\$230.00
3.00	Black Magic - MICRO-HDMI-TO-SDI	Black Magic HDMI to SDI Micro-converter./TPCL	☐	\$89.00		\$89.00	\$89.00	\$267.00
1.00	TOTEVISION VID MON	ToteVision 19" Rackmount HD Video Monitor with HDMI / ATSC / QAM Tuner./TPCL	☐	\$575.00		\$575.00	\$575.00	\$575.00
1.00	MISC-CBL	Misc. Cables / Connectors / Parts./TPCL	☐	\$0.00		\$250.00	\$250.00	\$250.00
InfoVue								
3.00	InfoVue Stick 4K	Ultra small Android "Stick" InfoVue Digital Signage Player, HDMI up to 4K@60fps, WiFi, Ethernet, HDMI-CEC, 16GB storage (expandable via microSD). InfoVue Service Licensing is required for access to cloud InfoVue CMS and Weather.	☐	\$995.00	15.00%	\$995.00	\$845.75	\$2,537.25
								\$49,614.25

Software								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
HyperCaster Optional Items								
1.00	HyperCaster Archiving	HyperCaster Archiving Module enables integration with any standard NAS running SMB or FTP for advanced archiving workflow. Scheduled archived content will automatically be retrieved to server for payout.	☒	\$2,000.00	20.00%	\$2,000.00	\$1,600.00	\$1,600.00
1.00	HyperCaster IP Capture	IP Capture Option - Capture HD/SD IP streams on schedule or manually and store as a file for playback or transfer to another device. MPEG-2 TS unicast/multicast/SSM, RTMP, HLS (single rate). Max 2 Captures on B100 and 4 Captures on B1000.	☒	\$1,500.00	20.00%	\$1,500.00	\$1,200.00	\$1,200.00



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Software								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
AIO Series								
3.00	Loudness Pro	Professional, real-time Loudness Control plugin for ProVue and AIO channels. Pro Broadcast and Streaming presets including CALM. Industry leading audio processing engine from Linear Acoustic.	☒	\$995.00	20.00%	\$995.00	\$796.00	\$2,388.00
HyperCaster Optional Items								
1.00	STD-SW-CTRL	Option - Switcher Control Software, Supported Switcher	☒	\$500.00	100.00%	\$500.00	\$0.00	\$0.00
3.00	AIO-Streaming-Enc	Streaming output license for AIO channel. H.264 HD/SD, AAC audio. RTMP, HLS with Adaptive Bit Rate. Up to 5 simultaneous destinations, control manually or via Streaming Automation Rules. Supports CloudCast, Social Media, CDNs and more.	☒	\$2,495.00	20.00%	\$2,495.00	\$1,996.00	\$5,988.00
3.00	SmartCaption LIVE	SmartCaption™ LIVE channel license for real-time live closed captioning for HyperCaster AIO, ProVue, B100-SDI/ANA models. Includes 100 hours captioning. Requires base Connect CMS account and captioning minutes.	☒	\$1,950.00	15.00%	\$1,950.00	\$1,657.50	\$4,972.50
								\$16,148.50

Cloud Services								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
Connect								
1.00	Connect - CMS	Includes Uploads, 100GB storage, 10 users. Access to MediaExchange (syndicate and license), APIs. Billed Annually./TPCL	☐	\$1,200.00	15.00%	\$1,200.00	\$1,020.00	\$1,020.00
CloudCast								
1.00	Connect - ABR 3 Rate VOD Transcoding	Video-On-Demand (VOD) 3 rate adaptive bit rate (ABR), 720p max. Billed Annually./TPCL	☐	\$600.00	15.00%	\$600.00	\$510.00	\$510.00
Connect								



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Cloud Services

Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
1.00	Connect - CloudCast/Streaming Workflow	Requires Basic Connect CMS. Adds SBR VOD preset, 1 VOD Player. 250GB/mo transcoding processing, 250GB CDN/month, additional 250GB storage. Includes Live Streaming. Billed Annually./TPCL	☐	\$1,800.00	15.00%	\$1,800.00	\$1,530.00	\$1,530.00
1.00	Connect - HD Transcoding	TelVue Connect™ Cloud-based HD MPEG2 & H.264 Transcoding, Per Year. Includes 50GB per month. \$5/GB additional transcoding./TPCL	☐	\$1,200.00	100.00%	\$1,200.00	\$0.00	\$0.00
1.00	Connect - Media Exchange	Single User. 25GB. MPEG-2 PS SD only. No uploads. No Broadcast Servers. No Channels. Manual Download Only. No API./TPCL	☐	\$0.00		\$0.00	\$0.00	\$0.00
1.00	Connect - SmartCaption Editor	SmartCaption™ Closed Captioning Editor for TelVue Connect™. Fast and easy editing of auto generated or uploaded captions. Billed Annually. Requires Basic Connect CMS./TPCL	☐	\$1,000.00	10.00%	\$1,000.00	\$900.00	\$900.00
1.00	Connect - SmartCaption - 1000 Hrs	SmartCaption 1000 hours of automatic captioning for Connect Broadcast/MX, CloudCast Streaming/OTT, and HyperCaster/ProVue Live & Offline workflows. Export as WebVTT, edit with optional SmartCaption Editor./TPCL	☐	\$4,000.00		\$4,000.00	\$4,000.00	\$4,000.00
								\$7,960.00

Optional Development

Qty.	Item Name	Description	TC Elig.	List Price	Sales Price	Unit Net Price	Ext. Net Price
HyperCaster Optional Items							
1.00	CUSTOM-SW	Transfer legacy content to new HyperCaster, meta data transfered with supplied .csv or database	☐	\$0.00	\$500.00	\$500.00	\$500.00
							\$500.00



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Other							
Qty.	Item Name	Description	TC Elig.	List Price	Sales Price	Unit Net Price	Ext. Net Price
1.00	Trade-In Credit	Credit For Trade-in Equipment./TPCL	☐	\$0.00	\$-3,000.00	\$-3,000.00	\$-3,000.00
							\$-3,000.00

Shipping & Handling							
Qty.	Item Name	Description	TC Elig.	List Price	Sales Price	Unit Net Price	Ext. Net Price
AIO Series							
1.00	HyperCaster AIO B2000 Shipping	Shipping charge for HyperCaster-AIO B2000./TPCL	☐	\$250.00	\$250.00	\$250.00	\$250.00
InfoVue							
3.00	InfoVue Ship	InfoVue Shipping./TPCL	☐	\$50.00	\$50.00	\$50.00	\$150.00
Third Party							
1.00	MISC-SHIP	Shipping Charge - Miscellaneous./TPCL	☐	\$0.00	\$250.00	\$250.00	\$250.00
Sub-total							\$650.00

Installation and Training Services							
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Ext. Net Price
Support							
2.00	Installation and Training Services	Daily Installation Rate. Travel & Living Expenses are additional./TPCL	☐	\$1,500.00	10.00%	\$1,500.00	\$2,700.00
Sub-total							\$2,700.00

General Services							
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Ext. Net Price
Cloud Svcs							
6.00	InfoVue Service License	InfoVue Service License - Includes extended hardware warranty, email and phone support, software upgrades and access to cloud-based InfoVue signage application. Ongoing InfoVue Service Licensing is required for access to the InfoVue services.	☐	\$495.00	20.00%	\$495.00	\$2,376.00
Support							



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General Services								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
1.00	TELVue-CARE	3 years of TelVue Care Includes InfoVue annual license-- warranties TelVue hardware and provides on-going access to on-line software upgrades and basic application feature enhancements.	☐	\$0.00	100.00%	\$14,139.00	\$0.00	\$0.00

Sub-total \$2,376.00

Grand Total \$76,948.75

A finance / late fee of 1% per month will be added to an unpaid balance each month thereafter. Purchases of equipment outside of the United States require advance payment or letter of credit.

Net 30 Days. 2% cash/1% net 15. Credit cards are accepted.



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Noted Service Options:

TelVue Care™ is quoted as 15% of the value at sale of TelVue Care™ eligible equipment for year 2 coverage, declining (straight line) to 7.5% in the 5th year coverage if prepaid.

Year 2 TelVue Care™: 0.00

Year 3 TelVue Care™: 0.00

Year 4 TelVue Care™: 0.00

Year 5 TelVue Care™: 0.00



TelVue Terms & Conditions

The products ("Products") and services ("Services") provided by TelVue Corporation (TELVue) to you ("Customer") are subject to the following terms and conditions ("Terms and Conditions"). By placing an order with TELVue, Customer agrees to be bound by these terms and conditions. These Terms and Conditions shall apply to all quotations and offers made and accepted by TELVue. The Terms and Conditions contained herein are subject to change at any time by TELVue in its sole discretion and without notice to any potential purchaser of the TelVue's products and services. No purchase order submitted under these quoted Terms and Conditions shall be deemed to create a binding contract until such time as TelVue accepts such purchase order. TelVue reserve the right to decline any purchase order based on this quote at its sole discretion. Customer agrees that these Terms and Conditions may in some instances conflict with some of the terms and conditions affixed to the purchase order or procurement document issued by the Customer. In that case, the Terms and Conditions contained herein shall govern and acceptance of Customer's order is expressly conditioned upon Customer's acceptance of these Terms and Conditions whether the Customer accepts the Terms and Conditions by written acknowledgment, implication, or acceptance and payment of Products or Services purchased. TELVue's failure to object to provisions contained in any communication from Customer to the contrary shall not be deemed a waiver of the provisions of these Terms and Conditions. TELVue will use commercially reasonable efforts to ship Products to Customer's address listed on the TELVue Quote Form, and to provide Services to Customer's authorized users in accordance with the scheduled date specified by TELVue. Customer acknowledges and agrees that delivery schedules are subject to change. TELVue will notify Customer of any anticipated delay of thirty (30) or more days in delivery of the Products or Services purchased. Products are delivered F.O.B. TELVue shipping point. Customer shall pay all shipping charges, including without limitation, transportation charges and insurance premiums, and shall be responsible for all taxes, duties and other government assessments. Customer shall pay TELVue for any product or service fee (collectively, "FEES") set forth on TELVue's Quote Form. Payment shall be made in U.S. dollars in the U.S. where Customer has established credit, and the terms of payment will be "NET 30" -- thirty (30) days from invoice date unless otherwise indicated on the invoice. Any FEES not paid by Customer when due shall bear interest until paid at a rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or the maximum rate permitted by law, whichever is less. Customer shall be responsible for the costs, including without limitation, attorneys' fees and court costs, incurred by TELVue in connection with TELVue's collection of any past-due FEES. Customer shall bear and be solely responsible for the payment of all taxes levied or assessed in connection with the Products and Services, if any, including without limitation, all sales, use, rental receipt, personal property, import and monthly or other taxes (but excluding taxes based solely upon TELVue's income). In addition to any other remedy available to it, TELVue may suspend or terminate the Services, in whole or in part, upon Customer's failure to timely pay the FEES without incurring any liability to Customer or others associated with Customer. All FEES paid and charges made prior to any termination as provided herein are nonrefundable. Termination of the Services shall not release Customer from any obligation to pay accrued charges on FEES. TELVue may increase its FEES for any TELVue-provided content and third-party software to the extent that its licensors raise their fees to TELVue upon not less than thirty (30) days prior written notice to the Customer. If the increases exceed ten percent (10%) of the then current FEES, Customer may choose to delete the TELVue-provided content or third-party software, as applicable. TELVue reserves the right to begin charging Services FEES if the Services are not launched by Customer within one hundred twenty (120) days of the order date through no fault of TELVue. Customer shall comply with all export laws and restrictions and regulations of the Department of Commerce or other United States or foreign agency or authority, and shall not export, or allow the export or re-export of the Products or any Confidential Information or any direct product thereof in violation of any such restrictions, laws or regulations, or to Afghanistan, the People's Republic of China or any Group Q, S, W, Y, or Z country specified in the then current Supplement No. 1 to Section 770 of the U.S. Export Administration Regulations (or any successor supplement or regulations); Customer shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to the export from the U.S. of all material or items deliverable by TELVue to any location and shall demonstrate to TELVue compliance with all applicable laws and regulations prior to delivery thereof by TELVue. TELVue warrants to Customer that the Products or Services offered by TELVue pursuant to these Terms and Conditions shall conform to the specifications for such Products or Services mutually agreed to by the parties in writing at the time of shipment. The warranty period for hardware-based Products shall be twelve (12) months from the date of shipment. Customer's sole remedy for breach of the foregoing warranties shall be limited to Product replacement, or if replacement is inadequate, or in TELVue's sole discretion impractical, to refund the purchase price. TELVue PROVIDES THE PRODUCTS AND SERVICES "AS IS" AND MAKES NO WARRANTY THAT THE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES TELVue MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE PRODUCTS OR SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE PRODUCTS OR SERVICES. EXCEPT AS SET FORTH HEREIN, OR IN A WRITTEN AGREEMENT BETWEEN THE PARTIES THAT EXPRESSLY AMENDS TELVue's WARRANTY, AND SUBJECT TO APPLICABLE LAW, TELVue MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NONINFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING



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SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. To the extent that TELVUE data is transmitted over the Internet, Customer acknowledges and agrees that TELVUE has no control over the functioning of the Internet and TELVUE makes no representations or warranties of any kind regarding the performance of the Internet.

TELVUE and Customer are independent contractors in the performance of these Terms and Conditions, and each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Customer is responsible for and will indemnify TELVUE from any and all claims, liabilities, damages, debts, settlements, costs, attorney's fees, expenses and liabilities of any type whatsoever that may arise in connection with the purchase and use of Products or Services and on account of Customer's activities, or those of its employees or agents, including without limitation, providing unauthorized representations or warranties (or failing to effectively disclaim all warranties and liabilities on behalf of TELVUE) to its customers or breaching any term, representation or warranty of these Terms and Conditions.

Certain TELVUE Products and Services require a full-time Internet connection for proper operation. An Internet connection may also be required for remote TELVUE support. Customer is responsible for providing Internet access that meets TELVUE's requirements. Customer shall provide TELVUE with access to Customer's technical personnel, facilities, systems, databases and information as necessary or appropriate for TELVUE to perform its obligations under these Terms and Conditions. Customer shall be solely responsible for all content supplied by Customer. Customer represents and warrants to TELVUE that such content will not violate or infringe any copyright, patent, trademark, trade secret, confidentiality or other proprietary right of any third party. License granted to Customer is for the object code version of the Products or Services and TELVUE-provided content only. Customer has no rights to the source code for the Products or Services or any TELVUE-provided content. Customer shall not permit anyone under Customer's direction or control to, reverse engineer, disassemble, de-compile or remove any identifying mark of TELVUE or its licensors from the Products, Services or any TELVUE-provided content or attempt to do so. Customer may not modify, adapt, translate or create derivative works of the Products, Services or any TELVUE-provided content without TELVUE's express written consent. The Services are licensed as a single product. TELVUE-provided content may be used only in conjunction with the Services. TELVUE shall retain all Proprietary Rights in and to the aforementioned and to any discoveries, improvements, inventions (whether or not patentable), ideas or know how that is conceived, learned, or reduced to practices by TELVUE in the course of performance under these Terms and Conditions. Both parties agree that all system designs, computer programs, data, processes, trade secrets, inventions (whether or not patentable), algorithms, know-how, and ideas and all other business, marketing, technical and financial information they obtain from the other party constitute "Confidential Information" of the disclosing party if marked as such when disclosed in writing, or if disclosed orally, designated as such within 10 days of oral disclosure. Except as expressly and unambiguously allowed under these Terms and Conditions, TELVUE and Customer agree to hold in confidence and not use or disclose the other party's Confidential Information. The receiving party shall not be obligated for any information which it can document: is in or (through no improper action or inaction by the receiving party) enters the public domain (and is readily available without substantial effort), or was rightfully in its possession or known by it prior to receipt from the disclosing party, or was rightfully disclosed to it by another person without restriction, or was independently developed by it by persons without access to such information and without use of any Confidential Information of the disclosing party, or is required to be disclosed pursuant to local or federal statutes and/or regulations. These obligations shall continue for a period of three (3) years from disclosure. TELVUE WILL NOT BE LIABLE WITH RESPECT TO OR ARISING OUT OF ANY SUBJECT MATTER OF THESE TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE AMOUNTS PAID TO TELVUE HERE UNDER OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST OF PROFITS, BUSINESS REVENUES OR SAVINGS, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES. TELVUE SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL. THE ENTIRE RISK ARISING OUT OF THE USE AND/OR PERFORMANCE OF THE PRODUCTS OR SERVICES REMAINS WITH CUSTOMER. IN NO EVENT SHALL TELVUE OR ITS LICENSORS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF USE OF OR INABILITY TO USE ANY PRODUCTS OR SERVICE, EVEN IF TELVUE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR ARE OTHERWISE FORSEEABLE. IN THE EVENT A JURISDICTION DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THESE LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

TelVue Hardware Warranty and TelVue Care Extended Warranty Terms and Conditions - TelVue Corporation (TelVue) will at its option, either repair, replace or upgrade software and/or firmware on any product manufactured by TelVue which proves to be defective in materials or workmanship or fails to meet the specifications which are in effect on the date of shipment or such other specifications as may have been expressly agreed upon in writing for a period of one (1) year from the date of original purchase. With optional TelVue Care, the equipment owner can extend these terms for up to four additional years. Certain products



TELVue CORPORATION
16000 HORIZON WAY, SUITE 100
MT. LAUREL, NJ 08054

Quote#: Q-015992
Quote Issued: 7/13/2023
Quote Expiration: 9/8/2023

that are not manufactured but are resold by TelVue will carry the original OEM warranty for that product. In the case of a failure, the customer will be responsible for round trip shipping costs to TelVue and up to a \$500 maximum factory repair service deductible. This warranty does not cover damage resulting from (i) use or installation other than in strict accordance with manufacturer's written instructions, (ii) disassembly or repair by someone other than the manufacturer or a manufacturer-authorized repair center, (iii) misuse, misapplication or abuse, (iv) alteration, (v) lack of reasonable care or (vi) acts of God. A \$500 reactivation fee will apply to a lapsed warranty for TelVue Care on equipment. TelVue Care is not transferrable without written permission from TelVue.

If any provision of these Terms and Conditions is held unenforceable by a court of competent jurisdiction, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms and Conditions shall otherwise remain in full force and effect and enforceable. These Terms and Conditions shall be governed by and construed under the laws of the State of New Jersey and the United States without regard to the conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. The parties agree that venue for any action of any kind shall be Burlington County, New Jersey. Any waiver or amendment to these Terms and Conditions shall be effective only if made in writing and signed by a representative of the respective parties, authorized to bind the parties. The prevailing party in any action to enforce these Terms and Conditions shall be entitled to recover costs and expenses, including, without limitation, attorneys' fees. Notices given under these Terms and Conditions shall be in writing and considered to be received upon the earlier of actual receipt or five (5) days after mailing if mailed postage prepaid by regular mail, or one (1) day after such notice is sent by major commercial rapid delivery courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

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<http://www.telvue.com/wp-content/uploads/InfoVue-End-User-Licensing-Terms-and-Conditions-2015-5-4.pdf>

The information contained in this quote is confidential and proprietary to TelVue Corporation and may not be disclosed to third parties or duplicated, in whole or in part, without the prior consent of TelVue Corporation.



Finance Committee

Meeting Date: September 5, 2023

Meeting Time: 5:00 PM

Agenda Item No: 4.2.

Item Description: Approval/Consulting Contract with Gregory Mitchell

Submitted by: Brian S. Phinney, COO

Supporting Information/Documentation:

Draft Council Order 2023.110

Draft Contract Employee Agreement

Key Terms:

N/A

Executive Summary:

Action on this item authorizes the City Manager to enter into an agreement with Greg Mitchell, economic development director, as a contract employee to work exclusively on economic development matters.

Detailed Review:

As you are aware Greg Mitchell tendered his resignation as community and economic development director on July 10, 2023. It is apparent that community and economic development work has not slowed and it is in the best interest of the City to ensure a continued and consistent approach to economic development.

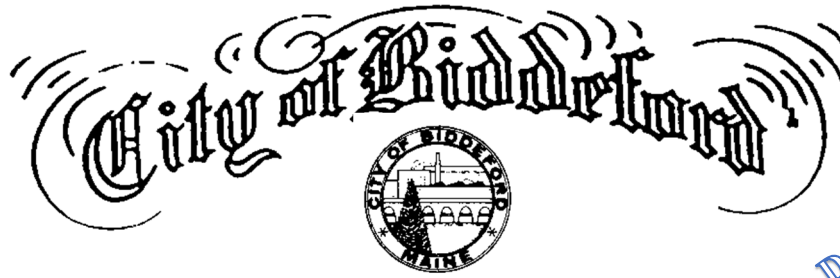
Greg has agreed to continue to perform economic development duties on a part-time basis as a contractual employee through March 1, 2024 allowing the City to fill the otherwise vacant position of community and economic development director.

Funding Source:

Existing FY24 budget.

Staff Recommendation:

Staff recommends approval of the request.



Draft Council Order

2023.110 **N BOARD OF CITY COUNCIL... SEPTEMBER 5, 2023**
BE IT ORDERED, that the City Manager execute an employment agreement with Gregory Mitchell to serve as community and economic development director effective upon the date of execution through March 1, 2024 unless terminated earlier in accordance with the terms of the agreement.

Note: The draft agreement is provided for reference.

Attest by:_____

CONTRACTUAL EMPLOYEE AGREEMENT
With Gregory A. Mitchell

THIS AGREEMENT made this day of September 5, 2023 (the "EFFECTIVE DATE"), by and between the CITY OF BIDDEFORD, a body politic and corporate located in the County of York and State of Maine (hereinafter the "CITY") and GREGORY A. MITCHELL, of 314 Princess Point Road, Yarmouth, ME 04096 (hereinafter the "MITCHELL").

WITNESSETH:

WHEREAS, the CITY has a need for Economic Development expertise for special projects;

WHEREAS, the MITCHELL has previous experience in Economic Development, and extensive knowledge of the development projects and development project negotiations;

WHEREAS, the CITY requires assistance with special projects; and

WHEREAS, the CITY desires to retain the MITCHELL as an contractual employee;

NOW, THEREFORE, the parties do hereby agree as follows:

1. Scope of Services. MITCHELL shall provide consultation and services as assigned by the City Manager.
2. Status as a Contractual Employee. MITCHELL will remain an employee of the City, employed as a contractual employee subject to the terms of this agreement.
3. Compensation and Benefits. MITCHELL shall be paid at a rate of seventy five dollars (\$75.00) per hour and any mileage incurred at the IRS per diem rate, and tolls. The MITCHELL shall submit itemized bills to the City no less frequently than monthly. Unless otherwise noted within this agreement, MITCHELL is not eligible for any benefits offered to regular employees.
4. Health Insurance. MITCHELL shall be eligible for Health Insurance for the period of this agreement, consistent with City Non-Union Policies based on full time employee eligibility.
5. Hours Worked and Payment. MITCHELL will be paid weekly based on twenty hours of work. However, MITCHELL may work more or less hours depending on the needs of the City. Over the contract period, all hours worked shall equal the contracted amount of hours (twenty hours per week for the number of weeks in the contract period).

6. Accountability. MITCHELL shall report to the City Manager, James Bennett.
7. Schedule. MITCHELL shall establish his own schedule working with the City Manager.
8. Access to Documents and Equipment. EMPLOYEE shall have access to CITY documents, and information to perform the services specified herein and as approved by the CITY. However, MITCHELL shall not disclose any documents or information to any third party without the prior written approval of the CITY. Access will be as so directed by the CITY, including equipment used/provided and the methods used.
9. Law. This Agreement shall be governed by and under the laws of the State of Maine.
10. Term. The term of this Agreement is from the EFFECTIVE DATE until March 1, 2024 unless terminated earlier in accordance with this Agreement.
11. Termination. Either party may terminate this Agreement for convenience, and without cause, upon 30 days prior written notice.
10. Prohibition Against Assignment. This Agreement is one for consulting services and may not be assigned, transferred, conveyed or otherwise disposed of by the MITCHELL in any manner.
11. Notification. All communications and notices required or permitted under this Agreement shall be deemed sufficiently served if hand-delivered or served by Certified Mail, addressed as follows:

To MITCHELL:

Gregory A. Mitchell
314 Princess Point Road
Yarmouth, ME 04096

To CITY:

James Bennett
205 Main Street
Biddeford, Maine 04005

IN WITNESS WHEREOF, the CITY OF BIDDEFORD has caused this Agreement to be signed and sealed by James Bennett, its City Manager, thereunto duly authorized, and has signed this Agreement the day and date first above written.

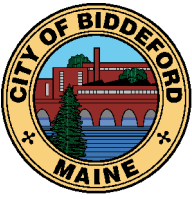
CITY OF BIDDEFORD

James A. Bennett, City Manager

CONSULTANT

Gregory A. Mitchell

City of Biddeford, Maine



The Office of
City Manager

James A. Bennett

Email: jbennett@biddefordmaine.org

Agenda Item 4.3.

MEMORANDUM

TO:	Honorable Mayor Casavant Honorable Council President Belanger and Members of the Finance Committee
FROM:	James A. Bennett, City Manager
DATE:	September 2, 2023
RE:	Funding for City Hall Project & Capital Funds Analysis

On your September 5 agenda this week, there are three items that are interconnected. This memo is to explain those relationship and the recommendations that staff is making. The items are:

- 2023.112 Awarding City Hall Renovation Project
- 2023.95 Approval of FY23 CIP Carryforward funds
- 2023.115 Approval of purchase of 2024 Freightliner Plow Truck

Analysis of Capital Funding

Accompanying this memo is a spreadsheet that contains five separate boxes of information. For each box, a brief explanation is outlined within this section.

Upon the awarding of the Congressional Directed Spending (CDS) that was supported by Senator Collins for safety improvements along Route 1, the Council formally appropriated the entire \$2,450,000 from the FY22 operational surplus as the match requirements. (Found in the top left line in Box A) The original project was expected to require upwards of \$7,000,000 in local funding. The current phasing on the project is such that a \$1,000,000 of local match is expected over the next couple of years.

- Box D: The decision to apply for the Safer Streets Grant required the City to develop a strategy to provide the 25% match. Originally, we anticipated that we would need all cash for the match. With the phasing of the CDS and only needing \$1,000,000, the balance of the FY22 surplus (\$1,450,000) could be used.
- Box B: As staff was developing the grant application for Safer Streets, we modified the scope in order to include the mill district improvements that are planned to be included into the work. By doing so, those intended projects could meet the match requirements. This list generated \$4,350,000 of potential match. The grant that was submitted included a project cost of \$19,607,875. The 25% match requires \$4,901,875 resulting in a need for \$551,875 in additional funding.
- Box C: Original thinking for the Mill District work is found in box C. Based on the current information intended for the use of HUD CDBG funding, staff is recommending the revised plan as shown. The two changes are to increase the use of the current CDBG funds and decrease the reassignment of the FY22 operational surplus. It should be noted that I am

recommending that \$750,000 of CDBG funding be allocated in the next year to replace the funding shift in the current year for the same purposes.

- Box E: This box shows the revised recommendation for the FY22 operational surplus. If adopted, there would be \$698,125 of newly unassigned funds. In the truck purchase section below, formal recommendation for the vehicle purchases (which still needs to be approved by the Capital Committee and Council) would be to not incur any additional lease/purchase payments in FY24 and only pay cash for the vehicles. To achieve this outcome, \$114,500 of the \$698,125 unassigned funds would be needed.
- Box A: This box summarizes all of the pieces of the other boxes into one. The left side shows the beginning point. The right is the conclusion if the Council accepts all of the recommendations made within. It should be noted that if accepted, there would be \$1,903,582 of unassigned funds available to be allocated for other purposes in the future.

Awarding City Hall Renovation Project

The City Hall renovation project had only one bidder, despite having seven potential bidders participate in the walk through. The bid for the project was higher than anticipated. I asked Phil to meet with the bidder and work to reduce the bid. Through project engineering and making other adjustments, Phil was able to reduce the bid price by \$488,000.

Contained within the agenda package is the summary of all projected costs for the project as well as all available funds. Taken in the entirety, the projected funding gap is \$426,920.59. A separate document providing the funding details is included.

I am recommending that \$482,378 of the unspent FY23 CIP funds be lapsed instead of continuing to be carried in the projects that they were originally appropriated for. The explanation for each of the lapse recommendations vary. Generally, the reasons can be categorized into three areas; project is completed and the remaining funds are not needed, the original need for the funding has changed or there is a change in prioritization compared to the original appropriation.

I am also recommending that we use \$426,920.59 of those funds to be appropriated to cover the funding gap for the City Hall project. In Box A of the information that is provided you can find details in the last line identified as '*FY CIP23 Lapse**'. Finally, Phil is continuing project engineering to further reduce costs.

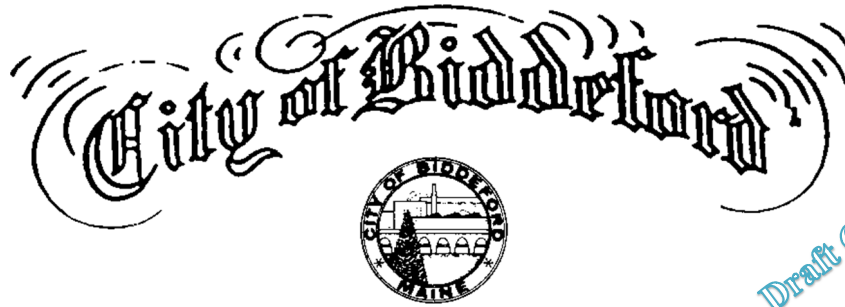
FY23 CIP Carryforward

Included within the package is listing of all FY23 CIP allocations that had a balance remaining. We are recommending that \$1,649,887.78 of the funds remaining continue as originally appropriated. The balance, as noted above, we are recommending lapse.

Purchase of 2024 Freightliner Plow Truck

The City was made aware of a brand new truck chassis was available for immediate delivery from one of the normal vendors the City uses. Understanding the supply chain issues, Jeff is making the Council aware of the opportunity. He is recommending that the purchase be made. The information is within the package. Also included in the information is the recommendation for the vehicle purchases in FY24.

As always, please feel free to let me know if I can answer any questions.



Draft Council Order

2023.95

IN BOARD OF CITY COUNCIL...AUGUST 15, 2023

BE IT ORDERED, that the Finance Director is authorized to create dedicated reserves and reallocation reserve accounts for unspent FY23 Capital Improvement Funds, and transfer funds from the FY2023 Budget in the amounts listed below deducting any encumbrances, or if listed as both Dedicated Reserve and Reallocation reserve the dedicated reserve shall be a fixed amount and the reallocation reserve being the balance deducting any encumbrances.

Source	Project	Dedicated Reserves	Reallocation Reserve
FY23 CIP	DPW - Sidewalks	\$34,875.78	
FY23 CIP	DPW – RT1 Improvements	\$50,000.00	
FY23 CIP	DPW - Tree Management Plan	\$35,000.00	
FY23 CIP	ENG – River Wall Repair (Mech Park)	\$300,000.00	\$100,000.00
FY23 CIP	ENG – Thatcher Brook Phase III	\$75,000.00	\$112,850.00
FY23 CIP	REC – Rotary Park Complex		\$139,000.00
FY23 CIP	AIR – ADA Building Update		\$15,000.00
FY23 CIP	BFD – Battery Extrication Tool		\$15,729.00
FY23 CIP	CNC – Pedestrian Crossing Signal	\$50,000.00	
FY23 CIP	CNC – Signalized Crosswalk West St.	\$25,000.00	
FY23 CIP	BFD – Rubber Roof Replacement		\$27,097.00
FY23 CIP	CNC – May Field (tree planting)	\$10,000.00	
FY23 CIP	CNC – New Playground Equip	\$100,000.00	
FY23 CIP	EDP – Pearl Point Park	\$50,000.00	
FY23 CIP	ENG – Hill/Main/Water	\$637,012.00	
FY23 CIP	FAC – Community ADA Compliance	\$75,000.00	
FY23 CIP	FAC – DPW Front Door Replacement	\$15,000.00	
FY23 CIP	FAC – 3 Lincoln Communication Stack	\$150,000.00	
FY23 CIP	FAC – DPW Recycle Cardboard Storage	\$15,000.00	
FY23 CIP	FAC – FD Apparatus Floor Resurface	\$18,000.00	
FY23 CIP	REC – Doran Field	\$10,000.00	
FY23 CIP	REC – Pool Beach Septic		\$12,000.00
22001-92111-11552	Comprehensive Plan		\$2,450.00
22001-92111-11801	Downtown Development Commission		\$792.71
22001-92111-12106	Mobile App		\$3,617.29
22002-92112-20801	May Field Upper Drainage		\$12,000.00
22002-92112-21101	Teen Center Improvements		\$942.18
22002-92112-21601	St. Louis Field Improvements		\$2,141.32
22002-92112-21602	Martel Field Improvements		\$3,901.01
22002-92112-21701	Park Improvements/Amenities		\$5,618.65
22002-92112-21803	Rotary Park Improvements		\$15,000.00
22002-92112-21901	Tennis Court Repair		\$2,755.00
22002-92112-21902	Park Benches		\$1,484.00
22002-92112-21904	Park Security Improvements		\$10,000.00
	Totals	\$1,649,887.78	\$482,378.16

BE IT FURTHER ORDERED, that the City Manager be authorized to expend from the above Dedicated Reserves for expenses related to on-going projects in accordance with the Purchasing Code; and

BE IT FURTHER ORDERED, that \$426,920.59 of the Reallocation Reserve be assigned to the City Hall Renovation Project to cover project gap funding; and

BE IT FURTHER ORDERED, that \$30,000 of the Reallocation Reserve be assigned to the St. Louis Field #1 Improvement Project.

NOTE: This item was tabled at the August 15, 2023 Finance Committee meeting and removed from the August 15, 2023 agenda of the City Council.

Capital Funding Analysis

Sources of Funds

	Available	Uncommitted	Comments	Assigned	Available	Comments
FY22 Surplus	\$2,450,000	\$0	Assigned to 2022 CDS; also possible SAFER Grants match	\$1,751,875	\$698,125	\$114,500 for Vehicles?
FFY23 Surplus (projected)	\$1,000,000	\$1,000,000			\$1,000,000	
FY22 CIP Appropriation	\$2,600,000	\$0		\$2,600,000		
FEMA Reassignment of Reserve	\$400,000	\$150,000	\$250,000 to Mill District work	\$250,000	\$150,000	
FY23 CIP Lapse*	\$482,378	\$482,378	Unassigned	\$426,921	\$55,457	Assigned for City Hall project
	<u>\$6,932,378</u>	<u>\$1,632,378</u>		<u>\$5,028,796</u>	<u>\$1,903,582</u>	

Safer Street Match Analysis

	Goal	Possible
Goal: 25% of Grant (\$19,607,500)	\$4,901,875	
Riverwalk		\$3,000,000
Mill District Pedestrian & Bike		\$1,200,000
Pearl Park Pedestrian & Bike		\$150,000
		<u>\$4,350,000</u>
Needed Funds		<u>\$551,875</u>

Mill District Funding

	Original	Revised
CDBG	\$150,000	\$750,000
FEMA Reassignment	\$250,000	\$250,000
FY22 Surplus Reassign	\$750,000	\$200,000
	<u>\$1,150,000</u>	<u>\$1,200,000</u>

FY22 Surplus (Reallocation Recommendation)		
	Original	Revised
2022 CDS (Earmark) US Rt 1	\$2,450,000	\$1,000,000
Safer Street Match		\$1,450,000

FY22 Surplus Revised Recommendation

	New
2022 CDS	\$1,000,000
Safer Streets	\$551,875
Mill District	\$200,000
Subtotal	\$1,751,875
Unassigned FY22	<u>\$698,125</u>

Suggest Vehicle Purchases in FY24

	Year	Requested	CM Recommended		Comments
			Cash	Lease	
Mini excavator		\$ 160,000			Defer
585 Pick-up	2012	\$ 58,000	\$ 58,000		
Add Pickup truck for Recreation		\$ 43,000	\$ 43,000		
312 Rescue	2016	\$ 390,000			order
320 Fire Brush Truck	2008	\$ 100,000			Defer
326 pumper (fire dept.)	2008	\$ 810,000			order
302 Car 2 (fire dept)	2012	\$ 54,000	\$ 54,000		
121 Animal Controll	2013	\$ 33,000	\$ 33,000		
501 Parking Control		\$ 33,000	\$ 33,000		
195 All Wheel drive Plow Truck	1983	\$ 280,000	\$ 280,000		
021 Sidewalk tractor	2014	\$ 175,000	\$ 175,000		
John Deere zero turn		\$ 16,000	\$ 16,000		
Total \$ 2,152,000			\$ 692,000		Cash needed
			\$ 577,500		FY24 Capital Funds
			\$ 114,500		Balance (from FY22 surplus)

DESCRIPTION	City Hall Improvements
-------------	------------------------

Sum of Adj AMT Column Labels					
Row Labels	AMES ASSOCIATES, LLC PHIL RADDING		DC CONST WINDOW CONT.		Remaining Bal.
2022					
Aug	\$438,929.40	\$57,200.00	\$3,774,540.00	\$150,000.00	\$4,420,669.40
Sep	(\$6,560.08)				(\$6,560.08)
Oct		(\$1,495.31)			(\$1,495.31)
2023					
Jan	(\$16,653.07)				(\$16,653.07)
Apr		(\$2,268.75)			(\$2,268.75)
May	(\$19,346.84)				(\$19,346.84)
Jun	(\$115,701.90)				(\$115,701.90)
Remaining Bal.	\$280,667.51	\$53,435.94	\$3,774,540.00	\$150,000.00	\$4,258,643.45

Window Budget	\$	113,080
15% Markup	\$	16,962
5% Cont.	\$	5,654
11% Mgt Fee	\$	14,305
Window Contingency	\$	150,000

HOB Grant (Net)	\$	59,707.84	
Bldg Bond	\$	3,556,017	(reduced by \$193,983 for Fire/EMS & Premiums)
Reserves	\$	378,024	
FY22 Operational Surplus			
Available Cash	\$	3,993,749	
Projected Budget	\$	4,420,669	
Funding Gap		(\$426,920.59)	





Finance Committee

Meeting Date: September 5, 2023

Meeting Time: 5:00 PM

Agenda Item No: 4.4.

Item Description: 2023.112 Approval/Award City Hall Renovation Project

Submitted by: Brian S. Phinney, COO

Phil Radding, Owners Rep & Project Manager

Supporting Information/Documentation:

Draft Council Order 2023.122

Ducas Construction Quote

City Hall Renovation Funding Analysis

Key Terms:

N/A

Executive Summary:

Action on this item authorizes the award of the City Hall Renovation Project to Ducas Construction in the amount of \$3,924,540.

Detailed Review:

The City published an RFB for the project and received only one bid, despite having seven potential bidders participate in the walk through. The bid was higher than anticipated. Phil Radding was asked to meet with the bidder to reduce the price. Through project engineering and making other adjustments, Phil was able to reduce the bid price by over \$460,000.

Contained within the agenda package is the project cost and funding summary. The higher than expected bid results in a funding gap of \$426,920.59.

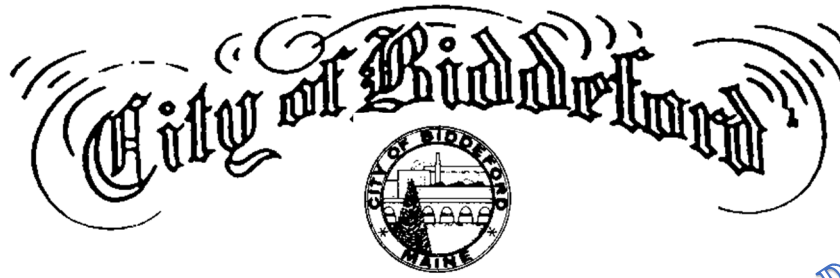
Jim is recommending that \$426,920.59 of the reallocated FY23 CIP funds be assigned to cover the funding gap. Phil is continuing to review value engineering to further reduce costs. Phil and staff are also reviewing opportunities to perform certain work in-house.

Funding Source:

- Facility building bond of \$3,750,000, reduced by the bond premiums and Eastern Fire/EMS design project costs (\$150,000) and reallocation of FY23 CIP funds.
- Remaining balance of HOB clock tower grant \$59,707.84
- Existing building reserves \$378,024
- Reallocation of FY23 CIP funds \$426,920.59

Staff Recommendation:

Staff recommends award of the City Hall Renovation Project to Ducas Construction.



Draft Council Order

2023.112

IN BOARD OF CITY COUNCIL...SEPTEMBER 5, 2023

BE IT ORDERED, that the City Manager is authorized to execute an agreement with Ducas Construction for the renovation of Biddeford City Hall in the amount of \$3,924,540.00 or an amount as may be reduced through value engineering.

Note: The award includes a curved window contingency of \$150,000 for curved windows at the ground floor on Main Street. It is likely the actual cost of the windows will be less.

Attest by: _____

DESCRIPTION	City Hall Improvements
-------------	------------------------

Sum of Adj AMT Column Labels					
Row Labels	AMES ASSOCIATES, LLC PHIL RADDING		DC CONST WINDOW CONT.		Remaining Bal.
2022					
Aug	\$438,929.40	\$57,200.00	\$3,774,540.00	\$150,000.00	\$4,420,669.40
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2023					
Jan	(\$16,653.07)				(\$16,653.07)
Apr		(\$2,268.75)			(\$2,268.75)
May	(\$19,346.84)				(\$19,346.84)
Jun	(\$115,701.90)				(\$115,701.90)
Remaining Bal.	\$280,667.51	\$53,435.94	\$3,774,540.00	\$150,000.00	\$4,258,643.45

Window Budget	\$	113,080
15% Markup	\$	16,962
5% Cont.	\$	5,654
11% Mgt Fee	\$	14,305
Window Contingency	\$	150,000

HOB Grant (Net)	\$	59,707.84	
Bldg Bond	\$	3,556,017	(reduced by \$193,983 for Fire/EMS & Premiums)
Reserves	\$	378,024	
FY22 Operational Surplus			
Available Cash	\$	3,993,749	
Projected Budget	\$	4,420,669	
Funding Gap		(\$426,920.59)	





Client: Biddeford City Hall
 Artifex
 Date: August 7th 2023

Biddeford City Hall
Biddeford, Maine
 Drawings Dated: 03/17/2023

DIV.	DESCRIPTION	QTY	Units	\$ Amount	Sub Budget
01	General Conditions	1	ls	\$434,350.00	\$ 434,350
	Winter Conditions	1	ls	\$35,000.00	\$ 35,000
	Dumpsters & Debris Disposal	1	ls	\$16,500.00	\$ 16,500
	General Conditions Total				\$ 485,850
04	Masonry				
	MPA Quote	1	ls	\$465,760.00	\$ 465,760
	Masonry Total				\$ 465,760
06	Rough Carpentry				
	Ducas Construction Allowance	1	ls	\$50,000.00	\$ 50,000
	Rough Carpentry Total				\$ 50,000
	Roofing				
	Heritage Restoration Complete Quote	1	ls	\$379,062.00	\$ 379,062
	Roofing Total				\$ 379,062
07	Joints, Sealants & Firestopping				
	Firestopping Allowance	1	ls	\$45,000.00	\$ 45,000
	Caulking Allowance	1	ls	\$10,000.00	\$ 10,000
	Joints, Sealants & Firestopping Total				\$ 55,000
08	Aluminum Clad Windows				
	Window Restratopm and Replacement	1	ls	\$1,398,220.00	\$ 1,398,220
	JCI Bid Bond @ 2.5%	1	ls	\$34,955.50	\$ 34,956
	HM Doors, Frames & Hardware - 101-105	5	ea	\$3,750.00	\$ 18,750
	Aluminum Clad Windows Total				\$ 1,451,926
09	Drywall				
	Boiler Room Framing & Drywall	1	ls	\$35,000.00	\$ 35,000
	1st Floor Plaster Repair at windows	1	ls	\$50,000.00	\$ 50,000
	Plaster Restoration	1	ls	\$25,000.00	\$ 50,000
					\$ 135,000
09	Ceilings				
	Hawkes Acoustical Ceiling Budget	1	ls	\$4,200.00	\$ 4,200
	Ceilings Total				\$ 4,200
09	Painting				
	Painting Allowance Exterior	1	ls	\$85,000.00	\$ 85,000
	Painting Total				\$ 85,000
12	Allowances				
	Balzar Family Clock Works	1	ls	\$25,000.00	\$ 25,000
	Ferro Weathervane Restoration	1	ls	\$7,500.00	\$ 7,500
	Dome Gilding Allowance	1	ls	\$52,000.00	\$ 52,000
	Misc. Plaster Repair	1	ls	\$5,000.00	\$ 5,000
	Fire Resistance Patching1	1	ls	\$3,000.00	\$ 3,000
	Allowances				\$ 92,500
21	Fire Sprinkler				
	Johnson Controls Paul Couture Bid 8/7/2023 - \$425,000.00	1	ls	\$425,000.00	\$ 425,000
	Bid Bond @ 2.5%				\$ 10,625

	Fire Sprinkler Total				\$ 435,625
26	Electrical				
	Simpson Electrical Quote	1	ls	\$161,463.00	\$ 161,463
	Temp Lighting on Scaffolding /Exterior Structures	1	ls	\$12,500.00	\$ 12,500
	Electrical Total				\$ 173,963
31	Earthwork				
	New Fire Water Connection	1	ls	\$65,000.00	\$ 65,000
	Earthwork Total				\$ 65,000
	Subtotal Divisions 1 through 33				\$ 3,878,886
	Contingency(5%)				\$ 77,578
	Insurance				\$ 43,521
	Bond				\$ 32,000
	Fee				\$ 201,599
	Preliminary Construction Cost Budget Total				\$ 4,233,583



Finance Committee

Meeting Date: September 5, 2023
Meeting Time: 5:00 PM

Agenda Item No: 4.5.
Item Description: Approval/May Street Traffic Calming Demonstration Project

Submitted by: Jeff Demers (Public Works Director)
Joanne Fisk (Chief of Police)
Craig Chekan, PE (City Engineer)

Supporting Information/Documentation:

1. Detailed plan
2. Estimate sheet

Executive Summary:

Per request, the Policy Committee held a special meeting in July of 2022 to discuss May Street's traffic safety; and another meeting on 12/14/2022 for city staff to share some concept plans. Since then, City Staff have been coordinating internally on developing a good traffic calming concept that would be reasonable for all that may be impacted.

The purpose of the briefing on September 5, 2023 is to provide an update to the City Council on staff's final May Street traffic calming plan and hopefully get the approval to move forward.

Detailed Review:

An approximate timeline of this project is listed below:

- *November 8th, 2021*
 - o First round of traffic analysis; 11-day review period, 52k vehicles analyzed
- *August 4th, 2021*
 - o Second round of traffic analysis; 24-day review period; 73k vehicles analyzed
- *August 20th, 2021*
 - o Internal department meeting identifying project significance
- *July 12th, 2022*
 - o A Policy Committee Meeting was held in Council Chambers for public input
 - o Lots of valuable feedback received; two primary goals identified: '*Traffic Calming*' & '*Traffic Reduction*'
- *July 14th, 2022 – September 29th, 2022*
 - o Internal department concept development
- *October 18th, 2022*
 - o Field walk conducted with DOT/PACTS to discuss May Street's 'Collector Road' repaving in 2025
 - o DOT/PACTS leaning towards only repaving the road's travel lanes, leaving the shoulders/sidewalks as-is

Without performing any formal survey or traffic design, three high-level concepts were developed for review; a “Mix & Match” approach of three concepts that could have been implemented. Drawings attached.

- *June 1, 2023*
 - o After a couple more staff discussions the City manager requested staff come up with a final pilot calming traffic idea for May Street to bring forward to the council for review and acceptance
- *July 26th, 2023*
 - o Staff walked the entire May Street area and laid out the final plan.

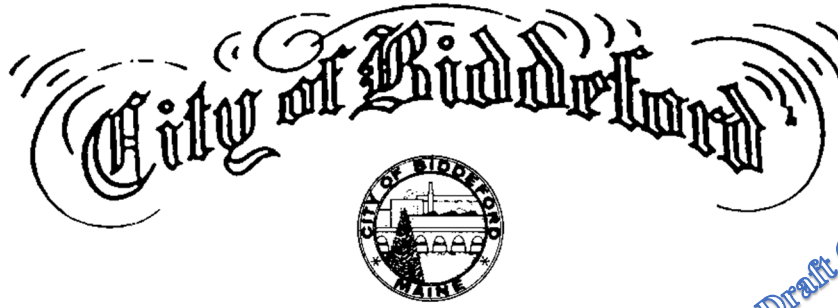
After a couple more staff discussions the final concept is attached.

Funding Source:

FY24 Capital Improvement Plan CIP allocation.

Staff Recommendation:

Approval to move forward with the May Street traffic (Pilot) calming plan supplied by staff.



Draft Council Order

2023. 113

IN BOARD OF CITY COUNCIL... September 5, 2023

BE IT ORDERED, that the City Council authorizes the public works department to perform the Traffic calming (Pilot) street work to be placed on May Street not to exceed \$70,000.

Note: Funding comes from the FY24 Capital Improvement Plan allocation.

Attest by: _____

May Street Traffic Calming - Rough Cost Estimate				
Item	Quantity	Units	Unit Price	Estimate
Concrete Curb	340	LF	\$ 16	\$ 5,440
Grinding/Ashphalt	55	EA	\$ 100	\$ 5,500
Signs/Poles/Reflectors	8	EA	\$ 175.00	\$ 1,400.00
Grasses and Bushes (Median Island)	24	EA	\$ 300	\$ 7,200
Blinking Crosswalk Signage	1	EA	\$ 25,000	\$ 25,000
			Total:	\$ 44,540



Finance Committee

Meeting Date: September 5, 2023

Meeting Time: 5:00 pm

Agenda Item No: 4.6.

Item Description: Approval/St. Louis Field Improvements

Submitted by: Jeff Demers Director of Public Works

Supporting Information/Documentation:

Sports Field Quote

Executive Summary:

The Public Works Department is seeking approval for the Re-Skinning of the ST. Louis Field field #1 Infield. This baseball infield has not seen a resurface or home plate work in over 18 years.

Detailed Review:

Public Works is requesting that the City Council approve awarding Sports Field Inc., St. Louis Field field #1 Re-Skinning Infield Project. If approved, this project would start around the 3rd week of October. This issue came to public works around mid-July by Councilor Lessard through Umpire Petit. The Public Works Director had two different meetings with the head baseball umpire MR. Petit for this region. Petit explained the safety issues that coaches were bringing to his attention. Umpire Petit did agree the infield needed attention as soon as possible. Staff will be available to explain the reasons why fall is better than the spring of the season for this project.

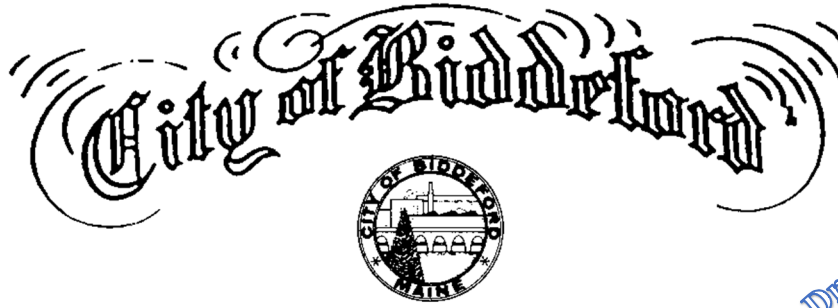
Because of the timing when this was brought to the attention of Director of Public Works, the short window left in the season's weather did not allow staff to do a full RFP and get this project completed in time to allow the new installed root system of the turf the opportunity to take. Staff did reach out to two other turf companies. Sports Field Inc., has been the vendor for Biddeford for several years. Director Demers did ask Sports Field Inc., to hold this date until notified otherwise.

Funding Source:

Reallocation of FY23 Rotary Park Complex Funds. Fund included \$139,000 with \$109,000 going to the Reallocation Reserve and \$30,000 reallocated for the St. Louis Field Project.

Staff Recommendation:

Staff is recommending awarding Sports Field Inc., this project.



Draft Council Order

2023.114

IN BOARD OF CITY COUNCIL... September 5, 2023

BE IT ORDERED, that the City Council authorize the Public Works Department to enter into an agreement with Sports Field Inc., to perform infield repair work on St. Louis Field #1 in an amount not to exceed \$23,000.

Attest by: _____



From: Kevin Smith - Sports Fields, Inc. - (207) 933-3547

ksmith@sportsfieldsinc.net

To: Nick Blais – Biddeford Public Works – (207) 468-4753

nick.blais@biddefordmaine.org

Date: 8/23/2023

St. Louis Field 1 Renovation Proposal

Scope of Work:

Sports Fields to renovate infield

Undercut and remove existing turf from diamond, 10' off the outside of 1st base line, 8' off the back of the 1st base side of the back arc, 4' off the 3rd base side of the back arc, 8' up the 3rd base line with an additional 2 feet near the bump out at 3rd base and 4' behind the home plate area.

Undercut and remove 2' of existing material from each side of the 1st base side runway, to make match the 3rd base runway.

Regrade to reduce or remove lips and smooth the surface, prepare for sod

Stockpile existing infield material

Remove existing pitcher's mound, reinstall 10" native clay mound

Source and install approximately 11,320 sq. ft. of blue grass sod

Apply starter fertilizer

Install new pitching rubber, home plate, base anchors and Bolco style bases

Renovation work will include resetting the field to NFHS spec, including returning base paths to 6' width, back arc radius to 90-95', home plate circle to 13', base arcs to 13'.

Renovation Total: \$18,295.00

Options:

Install unfired clay bricks in pitching mound

\$1,250.00

Install unfired clay bricks in batter's & catcher's boxes

\$1,345.00



Finance Committee

Meeting Date: September 5, 2023

Meeting Time: 5:00 pm

Agenda Item No: 4.7.

Item Description: Approval/Purchase 2024 Freightliner Plow Truck

Submitted by: Jeff Demers – Jerry Court

Supporting Information/Documentation:

Draft Council Order 2023.115

Freightliner & Western Star of Maine Quote

Executive Summary:

Approval to purchase a new 10-wheel cab and chassis plow truck.

Detailed Review:

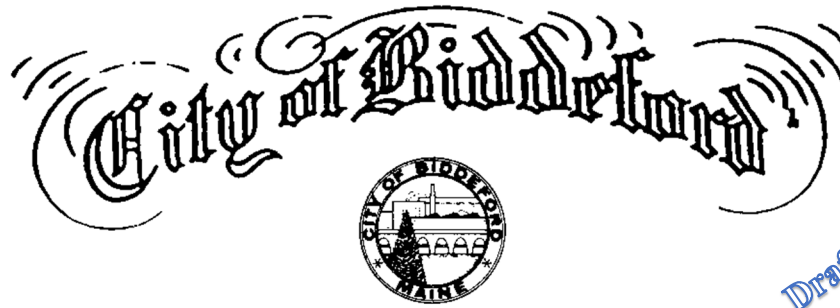
We are seeking approval to trade in a 1984 Walter plow truck with 16,950 hours. The trade-in value to be estimated at around \$12,500. The new vehicle being requested is a 2024 Freightliner truck without dump box and plow gear. Public works will return on a later date for the approval of the box and gear. This was not advertised as a bid. Freightliner of Maine reached out to Biddeford knowing this vehicle matched our fleet. Another community could not take the truck after ordering do to financial constraints. If public works was to advertise for this truck today it would be at least 18 months out and estimated to be an additional \$10,000 as of today.

Funding Source:

This is being requested as part of the in the City's 2024 vehicle Capital Improvement Plan.

Staff Recommendation:

Staff is recommending the purchase of the 2024 Freightliner cab and chassis only for the price of \$147,002.00



Draft Council Order

2023.115

IN BOARD OF CITY COUNCIL... September 5, 2023

BE IT ORDERED, that the City Council authorizes the City manager to purchase one Freightliner cab and chassis only from Freightliner & Western Star of Maine in the amount not to exceed \$147,002.00.

Attest by: _____

QUOTE



**FREIGHTLINER &
WESTERN STAR
of MAINE**

10 Terminal Street
Westbrook, ME 04092
Ph: 207-551-1275
freightlinerofmaine.com

Expiration Date:
Date: **08/30/2023**
Deal/Package: **1880**
Branch: **Westbrook**
Department: **Sales**
Salesperson: **Michael Bean**



Auburn | Waterville | Bangor | Houlton | Fort Kent
Maine's Most Complete Truck-Trailer-Parts and Tire Facility

Bill-To:

City of Biddeford
Public Works Dept
371 Hill Street
Biddeford, ME 04005
(207) 282-1579

Ship-To:

City of Biddeford
371 Hill St.
207-282-1579
Biddeford, ME 04005

Stock Number: **1906**

VIN: **1FVHG3FM5RHVD5687**

Year: **2024**

Make: **Freightliner**

Model: **114SD**

Cab Style/Sleeper: **Plow**

Price: **\$147,359.98**

ADDITIONAL UNIT CHARGES

MUNICIPALITY FET TAX CREDIT

Price: (\$357.98)
Unit Price: \$147,002.00
Total Sold: \$147,002.00
Total FET: \$0.00
Total: \$147,002.00
Net: **\$147,002.00**

Accepted by: _____ Date: _____