City of Biddeford
City Council
August 15, 2023 6:00 PM Council Chambers & Zoom

Please click this URL to join:

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Status:

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Adjustment(s) to Agenda**
4. **Public Hearing**
   - 4.a. Order Authorizing Issuance of $9,000,000 of the City's General Obligation Bonds to Construct, Equip and Furnish an Addition to the Biddeford Primary School
5. **Public Addressing the Council...(3 minute limit per speaker for up to a total of 15 minutes)**
6. **Consideration of Minutes:**
   - 6.a. Council Minutes 8-1-2023
     City Council Minutes 8-1-23
7. **Presentation**
   - 7.a. Status of Municipal Volunteers by Mayor Casavant
   - 7.b. Assessing Final Valuation Update FY24
     FY 24 Final Valuations
     FY 2024 ASSESSED VALUATION ADJUSTMENTS
     FY 2023 & FY 2024 Final Commitment Numbers
8. **Second Reading:**

8.a. 2023.90 Order Authorizing Issuance of $9,000,000 of the City's General Obligation Bonds to Construct, Equip and Furnish an Addition to the Biddeford Primary School
Biddeford 2023 Bond Order - Biddeford Primary School Addition 2nd
BPS_JFK Bond Memo - City Council (1)
Biddeford 2023 Referendum Election Notice Warrant

9. Orders of the Day:

9.a. 2023.94 Approval/City Manager Contract
20230815 Approval City Manager Employment Agreement - ORDER
Employment Agreement, James Bennett - DRAFT

9.b. 2023.95 Approval/Carry Forward Funds FY23 to FY24
20230815 Carry Forward Reserves-FY23 to FY24-ORDER
20230815 FY24 Carry Forward Decisions- PRESENTATION

9.c. 2023.96 Approval/Apex Payment for Ineligible CDBG Program Expenses
20230815 Approval/APEX Ineligible CDBG Expense Reimbursement - ORDER
20230815 Approval/APEX Ineligible CDBG Expense Reimbursement - BRIEF
20230815 APEX CDBG CV - INVOICE
20230815 APEX FY 2021-2022 CDBG - INVOICE

9.d. 2023.97 Approval/IT Scale Refresh
20230815 Approval IT Scale Refresh - ORDER
20230815 Approval IT Scale Refresh - BRIEF
20230815 Systems Engineering Scale Refresh - QUOTE

9.e. 2023.98 Approval/IT Vision Cloud Hosting
20230815 Approval Hosted Vision Data Services - ORDER
20230815 Apporval Hosted Vision Data Services - BRIEF
20230815 Vision Government Solutions Vision Cloud Hosting - QUOTE

9.f. 2023.99 Approval/IT MS365
20230815 Approval IT MS365 - ORDER
20230815 Approval IT MS365 - BRIEF
20230815 Systems Engineering MS365 - QUOTE

10. Public Addressing the Council..(5 minute limit per speaker)

11. City Manager Report

12. Other Business

13. Council President Addressing the Council

14. Mayor Addressing the Council

15. Executive Session

15.a. Executive Session 1 MRSA 405 (6) (c) Economic Development

16. Adjourn

City of Biddeford
City Council
August 01, 2023 6:00 PM Council Chambers & Zoom

Status: In-Person and via Zoom; Council Chambers; 6:00 p.m.

1. **Roll Call – all present**

Chairman Belanger
Councilor Lessard
Councilor Ortiz
Councilor Emhiser
Councilor Whiting
Councilor Grohman
Councilor Mills
Councilor Schlaver
Councilor LaFountain

2. Pledge of Allegiance

3. Adjustment(s) to Agenda
Add Executive Session, 405 (6) (a) personnel matters

4. Appointments:
4.a. 2023.93 Catherine Ellis to Recreation Director
20230801 Approval Catherine Ellis as Recreation Director - ORDER
20230801 Employment Agreement - Ellis, C

Motion: Councilor Belanger
Second: Councilor Mills
Vote: Unanimous in favor.
Motion passed

5. Recognition:
5.a. Recognition Albert Duc Than - Wooven
Albert Duc Than-Wooven- CERTIFICATE

6. Proclamation:
6.a. Proclamation National Night Out
National Night Out 2023-PROCLAMATION
Mayor Casavant read the proclamation

7. Voting Ballot

7.a. Maine Municipal Association - Election of Vice President and Executive Committee Members
20230801-MMA Annual Election

Motion: Councilor Emhiser
Second: Councilor Belanger

Chief Financial Officer Brian Phinney – the ballot has 1 candidate for MMA Vice President and one candidate each for 3 Executive Committee Members. An affirmative vote would authorize the City Clerk to sign the ballot as the municipal official designated by the Council.

Vote: Unanimous in favor.
Motion passed.

8. Public Addressing the Council...(3 minute limit per speaker for up to a total of 15 minutes) none

9. Consideration of Minutes:

9.a. July 18, 2023 Council minutes
Council Minutes 7-18-23

Motion: Councilor Mills
Second: Councilor Belanger
Vote: Unanimous in favor.
Motion passed.

9.b. Executive Session Minutes 7-18-2023
City Council Executive Session minutes 7-18-2023

Motion: Councilor Belanger
Second: Councilor Lessard
Vote: Unanimous in favor.
Motion passed.

10. Second Reading:

10.a. 2023.84 Approval/Adoption of Back Lot Ordinance
2023.24 Back Lot City Council ADOPTION memo 7-18-23
Back Lot Ordinance City Council Second Reading to CC 8-1-23 with CC amendments
Back Lot Ordinance Council Order 7-18-23 - attest first reading
Back Lot Ordinance Council Transmittal Letter 8-1-23 second reading

Motion: Councilor Mills
Second: Councilor Lessard

Councilor Belanger - question about the changes to the back lot recommended size.

City Planner Galbraith – kept the minimum recommendation.

Vote: Unanimous in favor.
Motion passed.

10.b 2023.83 Approval/Clifford Park Rules
Council Order Clifford Park Rules 2023 2nd.docx
Agenda Brief City Council 7-18-23 Clifford Park Rules.docx
Chapter 46 Sec 46.5 City parks, beaches and atheletic fields-facility list.pdf
Map Title-provided by Assessors Office.pdf
Property Record Cards -2.pdf

Motion: Councilor Belanger
Second: Councilor Lessard
Vote: Unanimous in favor.
Motion passed.

11. Orders of the Day:

11.a. 2023.90 Approval/Authorizing Issuance of $9,000,000 of the City's General Obligation Bonds to Construct, Equip and Furnish an Addition to the Biddeford Primary School
2023.90 Bond Order - Biddeford Primary School Addition
BPS_JFK Bond Memo - City Council

Motion: Councilor Belanger
Second: Councilor Lessard

Councilor Emhiser – question about the referendum language in line 13 of the Order. Can it have additional information added?

City Attorney Harry Center – this is the legal language provided by bond council and follows the City Charter.

Councilor Mills – in previous ballot questions it was up to the Councilors to educate the public.

Councilor Grohman – asked the Superintendent for an update since the last time they met. Asked for the number of students this would add.

Superintendent Ray – wrote the bond to not exceed 9 million. The lobby area has expanded. This will add 16 classrooms and accommodate approximately 125 additional students. It will bring much needed climate control year-round to the classrooms, especially cooling for summer sessions. It will allow the school to

expand Pre-K from half days to full days for those who want it. Geo tech work has begun using ESSR funds. That area has a lot of ledges.

Councilor Mills - question about room for the behavior program.
Superintendent Ray – there is room for that.
He also spoke about current upgrades – replacing windows, they have signed up for solar array credits and the School Committee voted to put solar panels on the roof of the high school.
This will have 2 readings and a public hearing.

Vote: Unanimous in favor.
Motion passed.

11.b 2023.91 Approval/Acceptance of JAG Grant for Police Department
20230801 Acceptance of JAG Grant Funds - ORDER
20230801 JAG Grant Funds-2023-MEMO

Motion: Councilor Belanger
Second: Councilor Grohman
Vote: Unanimous in favor.
Motion passed.

11.c. 2023.92 Approval/Selection of Architect for Eastern Fire/EMS Station
20230801 Eastern Fire EMS Substation Award - Context Architecture - ORDER
20230801 Eastern Fire EMS Substation Award - Context Architecture - BRIEF Rev
20230801 Eastern Fire EMS Substation - Context - Full Design - PROPOSAL
20230801 Eastern Fire EMS Substation - Context - Phase I - PROPOSAL
20230621 Context Architecture - RFQ Response
20230621 Port City Architecture - RFQ Response
20230621 ArtifexAE - RFQ Response
20230621 WSP - RFQ Response
20230621 TGAS - RFQ Rsponse
20230621 LiRo Corp - RFQ Response

Councilor Belanger – his firm has connections to several of the companies that have submitted proposals, he requests to abstain from the discussion and vote.

Councilor Emhiser - Motion to allow Councilor Belanger to abstain.
Second: Councilor Mills
Vote: Unanimous in favor.
Motion to abstain passed.

Motion on the original order: Councilor Emhiser
Second: Councilor Whiting

Councilor Lessard – this was reviewed in the Finance Committee. He supports the fire station project but disagrees with spending $158,000 now for information that will say the project will be 7,500 square feet and cost 4 million. He would prefer to send it to the citizens for approval for up to 5 million dollars.

Councilor Emhiser – was part of the group that reviewed the proposals and interviewed the architectural firms. This money will provide important information on site selection, ledge information, environmental issues, size of the station, early engineering reports and grants. Much like the current school bond proposal. It will give the Council a solid understanding and full information to present to the voters.

Councilor Mills – agrees with Councilor Lessard. Better to go to the voters for approval first.

CFO Phinney – suggested to read the Order as presented to the Finance Committee into the minutes, as follows:

2023.92 IN BOARD OF CITY COUNCIL… AUGUST 1, 2023 BE IT ORDERED, that the City Manager may enter into a professional services agreement with Context Architecture of Boston, MA., for design of the so-called Eastern Fire/EMS Substation, in the amount not-to-exceed $150,000. BE IT FURTHER ORDERED, that the City Manager may, at his discretion, secure a site survey and other soft cost services as may be needed to supplement information need to prepare for a public referendum vote not-to-exceed $8,000. Note: The award is limited to Phase I of the project, which includes sufficient design to allow the City the ability to provide information to voters and obtain a referendum vote before proceeding to full design and construction. The cost of full design as per the Context proposal is $529,540.

Vote – 6 yeas – Councilors Ortiz, Emhiser, Whiting, Grohman, Schlaver and LaFountain.
2 nays – Councilors Lessard and Mills.
1 abstention – Councilor Belanger.
Motion passed.

12. Public Addressing the Council..(5 minute limit per speaker)
The public did not address the Council

13. City Manager Report
The City Manager did not submit a report

14. Other Business

Councilor LaFountain – great job by Public Works handling several difficult situations. A citizen has concerns with the crossing at Dartmouth and Elm Streets.

Councilor Mills – public works has done a great job handling a frustrating situation, it is appreciated. He asked about having the PD notices go out to the public.

Councilor Grohman – complimented the progress on the spur project. Reminder of the project hotline 207-571-0616.
Councilor Whiting – visited Clifford Park recently and took a picture of the signage. He will share it with everyone.

15. Council President Addressing the Council
The Council President did not address the Council

16. Mayor Addressing the Council
The Mayor did not address the Council

Agenda Item added: Executive Session 1 MRSA 405 (6) (a) personnel matters

Councilor Belanger - Motion to go into Executive Session, 1 MRSA 405 (6) (a) at 6:39 pm
Second: Councilor Lessard
Vote: Unanimous in favor.
Motion passed.

Councilor Lessard, Motion to come out of executive session at 7:10,
Second: Councilor Belanger
Vote: unanimous in favor.
Motion passed.

17. Adjourn
Councilor Lessard - Motion to adjourn at 7:10 pm
Second: Councilor Belanger
Vote: Unanimous in favor.
Meeting adjourned.

Attested by: _____
Robin Patterson, City Clerk

CITY OF BIDDEFORD, MAINE
ASSESSOR'S OFFICE
P.O. BOX 586
BIDDEFORD, MAINE 04005
(207) 284-9003
FAX (207) 571-0657

August 15, 2023

The City Assessor will provide a final update of City valuations for fiscal year 2024 which will include the following…

- Tax rate calculation form
- Total taxable valuation
- Final mil rate
- Total TIF fund apportionment of taxes
- Increase in valuation from fiscal year 2023 to fiscal year 2024
- Breakdown of valuation for different classes of properties
- Final tax shift percentages

CITY OF BIDDEFORD ASSESSING DEPARTMENT VALUATION ADJUSTMENTS FOR FISCAL YEAR 2024

HISTORIC VALUATION APPRECIATION

- Biddeford has gone through extensive growth along with a revitalized downtown
- As a result property valuations have increased at unprecedented heights
- Our department has been challenged with looking at how to adjust property values while always keeping in mind the best interest of the City

The Covid Effect on Valuation Appreciation

- When the pandemic began Assessors across the State anticipated that the property valuations would decrease
- As we learned later this changed the dynamics of our housing market and valuation began to increase rapidly
- Potential buyers from higher dense urbanized area looked to Biddeford to relocate and call home

The Covid Effect on Valuation Appreciation Cont'd

- Workers who would traditionally go to their place of work were now working remotely
- Potential buyers could now relocate and work from home
- As a result this created an in balance between supply and demand where demand far exceeded supply which is the driving force to valuations

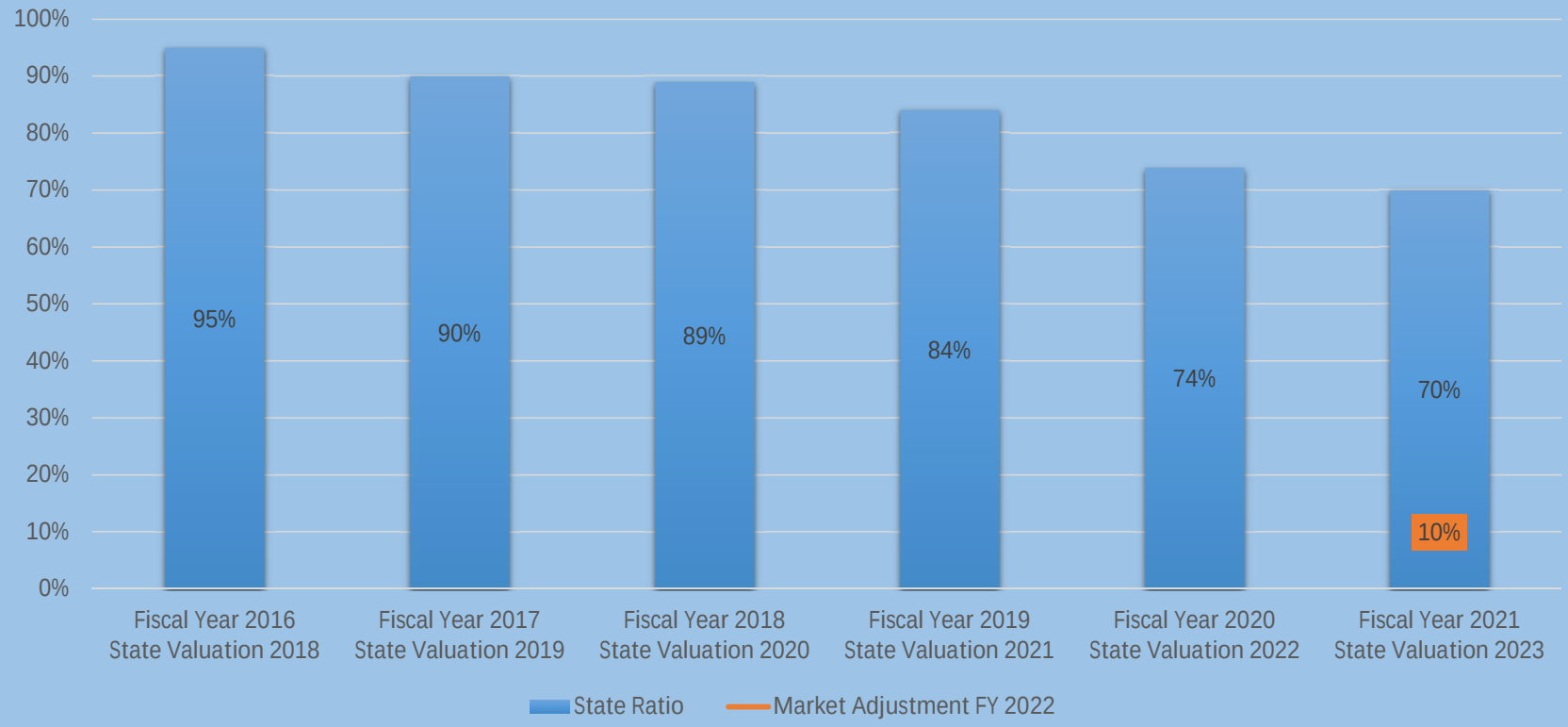
ASSESSORS RATIO ANALYSIS

- Assessors use a ratio study to determine where assessed values are in relation to market value
- Ex. $100,000 Assessed Value/$200,000 Sale Price = 50% Ratio
- State auditors use all ratios in a given fiscal year to determine the municipalities average ratio
- State auditors per statute require Municipal Assessors average ratio to be between 70%-110%

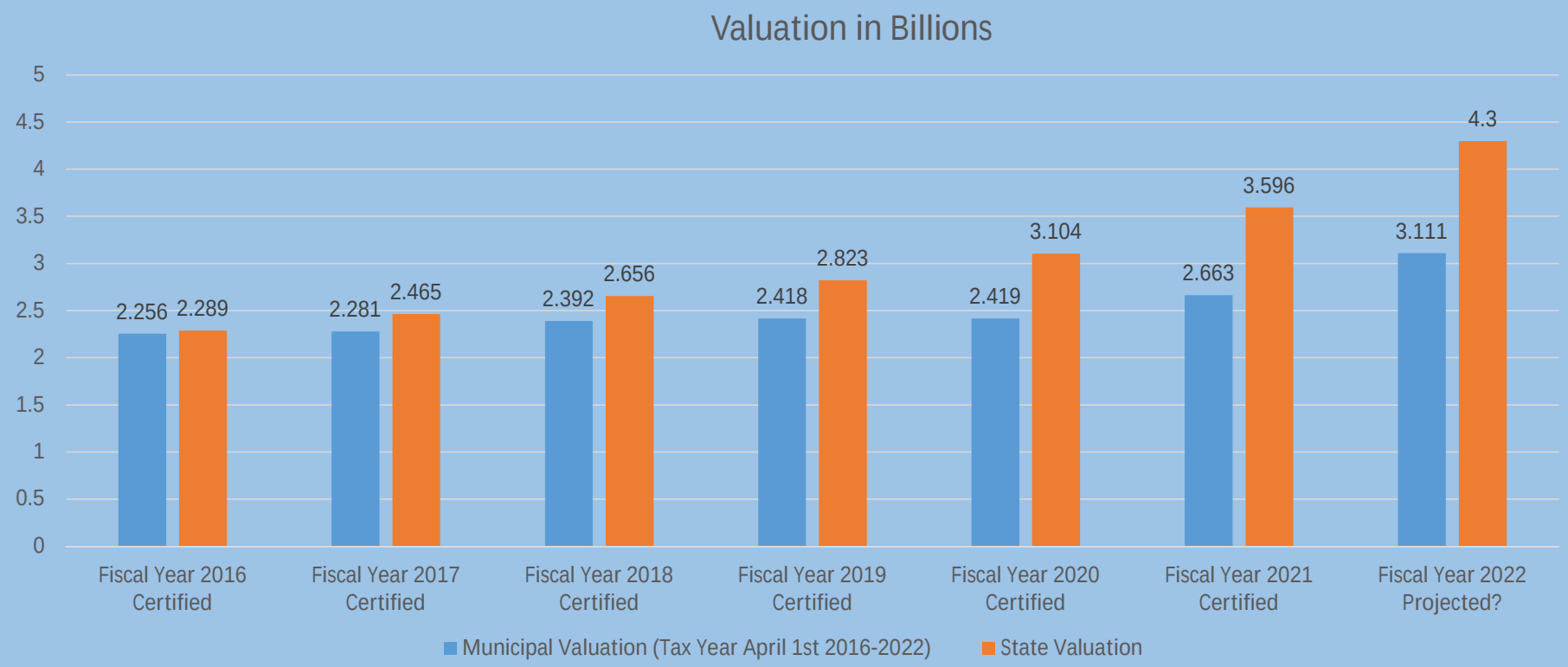
STATE VALUATION TIME FRAME

- State auditors compare a sales period of 2 years prior while performing State Valuation duties
- April 1st assessments are compared to the prior fiscal year sales period (ex. 04/01/2021 compared to fiscal year 2021 sales)
- Example is Fiscal Year 2021 sales period is for State Valuation 2023
- This process allows Assessors to anticipate and plan accordingly

Biddeford History State Valuations Certified Ratio



Biddeford Municipal Valuation Compared to State Valuation



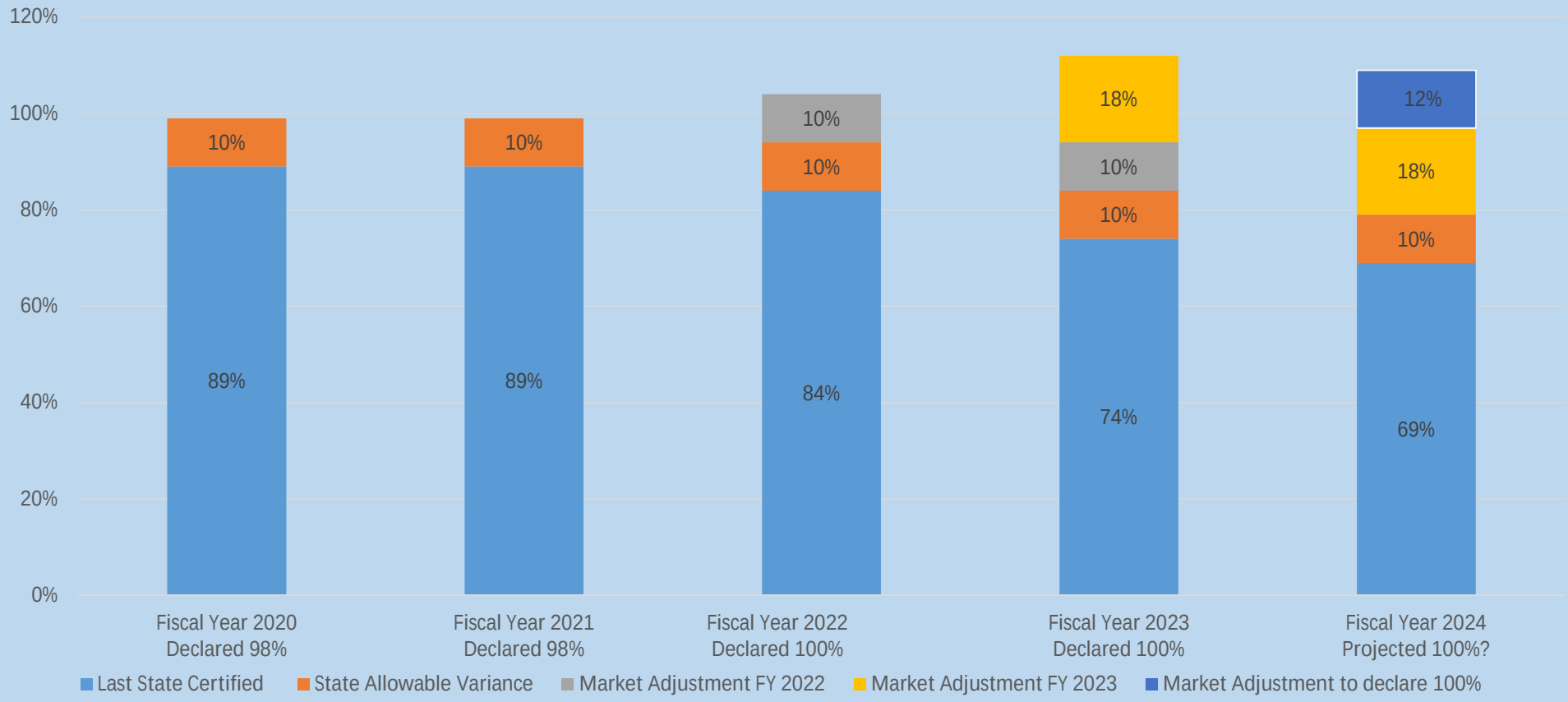
Biddeford's Declared Certified Ratio Analysis

- State Auditors use the "Residential Study" average ratio to determine the municipalities declared certified ratio
- "Residential Study" includes all single family and 2-4 unit properties
- State allows a municipality a 10% variance from the last determined state certified "Residential Study"
- A municipality may also use a declared certified ratio outside the 10% variance if market adjustment were implemented

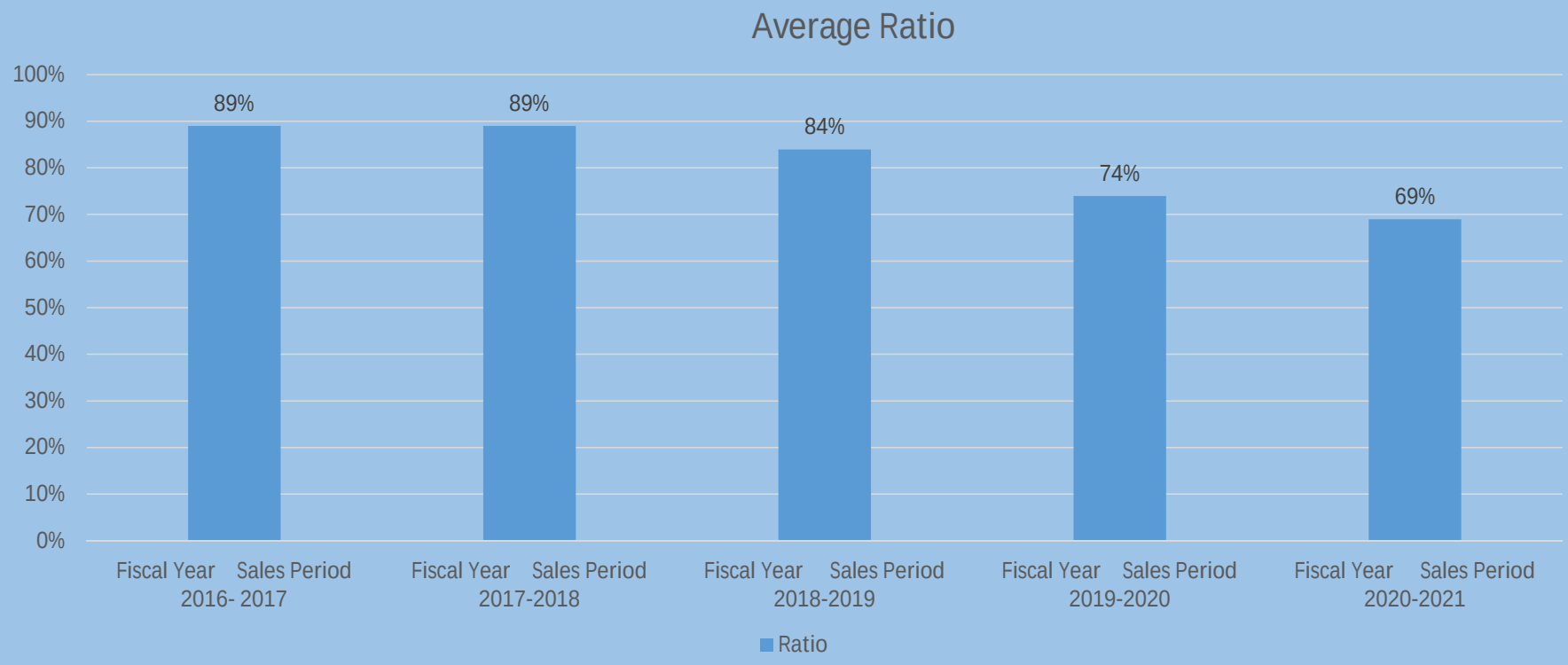
The Importance of 100% Declared Ratio

- All our residents get the full State allowed $25,000 on Homestead and $6,000 on Veterans Exemptions
- The City collects full State reimbursements
- No assessments are factored which would otherwise be the case if we were to certify below 100%

Biddeford History State Valuations "Residential Study" Ratio



Biddeford Assessed Value Ratio Compared to 100% of Market



VALUATIONS CONTINUE TO SOAR?

- 2021-2022 Sales Period still shows rapid appreciation of valuations
- With the overall 18% valuation increase for FY 2023, the more current sales ratio study show average ratios in the low 70% range
- This low 70% ratio range includes the 18% increase

HOW SHOULD WE ADJUST VALUATIONS?

- We discussed the possibility of what would make sense to create the most fair and equitable assessments
- With $50,000 available for funds, we made the decision that some professional assistance with the commercial numbers would be the most efficient way to create and equitable tax base
- This would allow our existing staff to focus on the residential side
- With the Council approval of funds we could begin the valuation process

Valuation Adjustment Process

- The process started with determining where we want to be in terms of percentage to market value
- We made the decision that we were going to adjust all valuation to over 90% of market
- In house we would perform a ratio analysis for all non commercial properties along with updating our cost tables
- The professional revaluation company would perform a thorough analysis of income as is a driving force in determining valuation for commercial property along with updating the cost tables and analyzing commercial sales

FY 2024 CITY OF BIDDEFORD VALUATION ADJUSTMENT PROCESS

- Residential Ratio is 70% + (30-35%) = A minimum of 90% of market
- This is an overall average and not every individual sale ratio is over 90% of market
- Total taxable valuation will be increasing over 30%
- Total taxable valuation increase will be in the range of 1 Billion Dollars
- City taxable value will be increasing from 3.1 Billion (FY 23) to over 4 Billion Dollars (FY 24)

Non Commercial Valuation Increases to target over 90% Ratio

- Single family non water influence properties on average increasing 30-35%
- 2-4 units increasing on average 50%
- Water Influence properties increasing on average 40%
- Condo units increasing on average 35%

Commercial Property Increases to Target over 90% Ratio

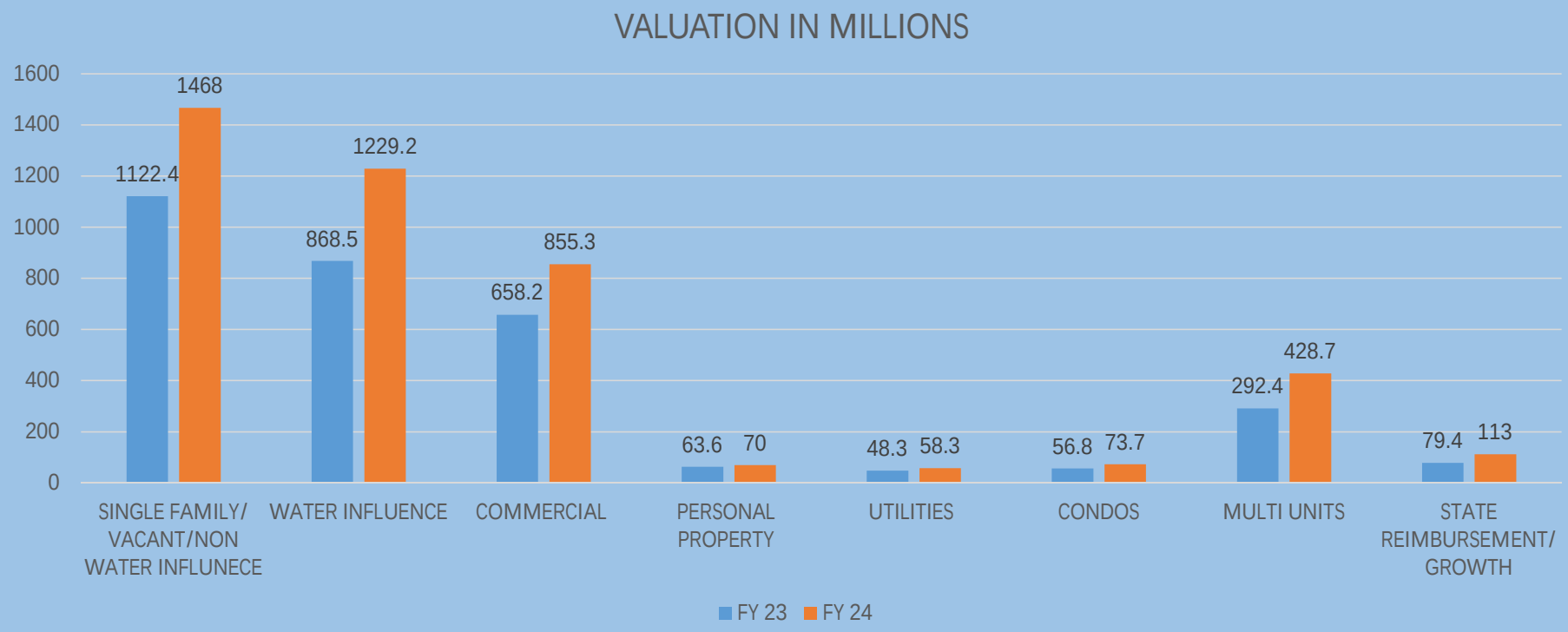
- Commercial property valuation fluctuations have different levels of supply and demand depending on the commercial use
-
- Rental data including but not limited to vacancy percentages, expense percentages, value per square foot averages, net operating income and capitalization rates

- This information is collected, analyzed and correlated with cost tables and property sales which is distributed fairly and equitably across all commercial properties

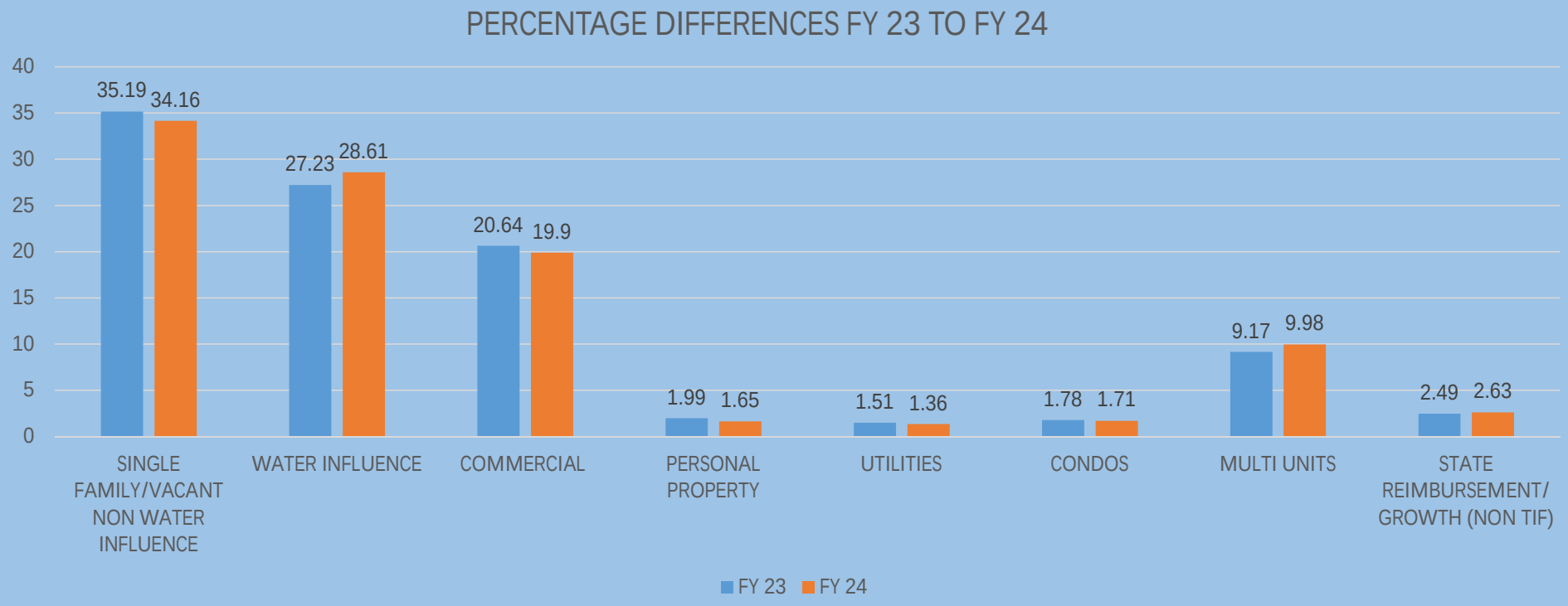
Commercial Property Adjustments

- Retail Properties increased on average 20-25%
- Industrial Properties increased on average 35-40%
- 5+ unit Apartment increased on average 45-50%
- Mixed Use Downtown Properties increased on average 40-45%
- Mill Conversion Properties increased on average 30%
- Overall Commercial property increase is on average 30%
- It should be noted that not all properties are in this range

FISCAL YEAR 2024 PROJECTED VALUATION SHIFTS



FISCAL YEAR 2024 PROJECTED TAX SHIFT PERCENTAGES



Impact Notices to Property Owners

- A mass mailing was sent to in June informing our residents we were conducting a revaluation process
- From June 20th to July 20th we provided the opportunity for residential property owners to have a meeting to discuss the process their new valuation along with estimated taxes
- These meeting were available via in person, zoom or phone call also we had a 2023 revaluation email set up to make this convenient for property owners who do not have the ability to meet in person
- The revaluation consultant conducted phone hearings for all the commercial property owners to have an meeting
- This process helped assist in the understanding the differences between valuation and taxes and the importance of these valuation adjustments

New Valuation and Mil Rate

- The total FY 23 valuation tax base of $3,189,554,042 increased for FY 24 to $4,297,173,000

- To compensate for the valuation increased the mil rate has decreased in FY 23 at 16.41 down to 13.12 (per thousand dollars of value)

- This is due to the budget increase being much lower that the overall taxable valuation increase

Average Tax Increases

- Overall taxable value increase 30%
- Overall budget increase of 6%
- Generally speaking if your property increased 30% your taxes would increase 6%
- Properties that were adjusted due to changes (i.e. addition to house) would require a separate adjustment

IMPORTANCE OF THESE VALUATION ADJUSTMENTS MOVING FORWARD

- Commercial properties have established a new baseline for consistent and current market data which can be implemented equitably as new growth continues

- By creating this new foundation, market adjustments moving forward will be more streamlined while maintaining fair and equitable assessment principles

- As we look to the future it is imperative to monitor our valuations on a year to year basis and make valuation tweaks as needed to avoid large tax shifts

- This process has helped us move forward in that positive direction!!

THANK YOU!

PLEASE LET ME KNOW ANY QUESTIONS YOU MAY HAVE?

2022 MUNICIPAL TAX RATE CALCULATION FORM

Municipality: **BIDDEFORD**

BE SURE TO COMPLETE THIS FORM BEFORE FILLING IN THE TAX ASSESSMENT WARRANT

1. Total taxable valuation of real estate	1	$3,046,516,534 (from Page 1, line 6)	
2. Total taxable valuation of personal property	2	$63,600,211 (from Page 1, line 10)	
3. Total taxable valuation of real estate and personal property (Line 1 plus line 2)			3 $3,110,116,745 (from Page 1, line 11)
4. (a) Total exempt value for all homestead exemptions granted	4(a)	$80,146,700 (from Page 1, line 14f)	
(b) Homestead exemption reimbursement value	4(b)	$58,507,091	
5. (a) Total exempt value of all BETE qualified property	5(a)	$41,910,400 (from Page 2, line 15c)	
(b) BETE exemption reimbursement value	5(b)	$20,955,200	
6. Total valuation base (Line 3 plus line 4(b) plus line 5(b))			6 $3,189,579,036
ASSESSMENTS			
7. County tax	7	$1,410,767.00	
8. Municipal appropriation	8	$38,563,925.00	
9. TIF financing plan amount	9	$2,112,042.37 (must match page 2, line 16c + 16d)	
10. Local education appropriation (Local share/contribution) (Adjusted to municipal fiscal year)	10	$23,729,071.00	
11. Total appropriations (Add lines 7 through 10)			11 $65,815,805.37
ALLOWABLE DEDUCTIONS			
12. Anticipated state municipal revenue sharing	12	$4,125,000.00	
13. Other revenues: (All other revenues that have been formally appropriated to reduce the commitment such as excise tax revenue, T.G. reimbursement, renewable energy reimbursement, trust fund or bank interest income, appropriated surplus revenue, etc. (Do not include any homestead or BETE reimbursement)	13	$9,597,969.00	
14. Total deductions (Line 12 plus line 13)			14 $13,722,969.00
15. Net to be raised by local property tax rate (Line 11 minus line 14)			15 $52,092,836.37

16.	$52,092,836.37 (Amount from line 15)	x	1.05	=	$54,697,478.19	Maximum Allowable Tax
17.	$52,092,836.37 (Amount from line 15)	÷	$3,189,579,036 (Amount from line 6)	=	0.01633	Minimum Tax Rate
18.	$54,697,478.19 (Amount from line 16)	÷	$3,189,579,036 (Amount from line 6)	=	0.01715	Maximum Tax Rate
19.	$3,110,116,745.00 (Amount from line 3)	x	0.01641 (Selected Rate)	=	$51,037,015.79 (Enter on page 1, line 13)	Tax for Commitment
20.	$52,092,836.37 (Amount from line 15)	x	0.05	=	$2,604,641.82	Maximum Overlay
21.	$58,507,091 (Amount from line 4b.)	x	0.01641 (Selected Rate)	=	$960,101.36 (Enter on line 8, Assessment Warrant)	**Homestead Reimbursement**
22.	$20,955,200 (Amount from line 5b.)	x	0.01641 (Selected Rate)	=	$343,874.83 (Enter on line 9, Assessment Warrant)	**BETE Reimbursement**
23.	$52,340,991.98 (Line 19 plus lines 21 and 22)	-	$52,092,836.37 (Amount from line 15)	=	$248,155.61 (Enter on line 5, Assessment Warrant)	Overlay

(If Line 23 exceeds Line 20 select a lower tax rate.)

Results from this completed form should be used to prepare the Municipal Tax Assessment Warrant, Certificate of Assessment to Municipal Treasurer and Municipal Valuation Return.

SAMPLE 2023 MUNICIPAL TAX RATE CALCULATION FORM - DO NOT FILE

Municipality: **BIDDEFORD**

BE SURE TO COMPLETE THIS FORM BEFORE FILLING IN THE TAX ASSESSMENT WARRANT

1.	Total taxable value of real estate	1	$4,141,702,145 (from page 1, line 6)	
2.	Total taxable value of personal property	2	$70,692,600 (from page 1, line 10)	
3.	Total taxable value of real estate and personal property (Line 1 plus line 2)			3 $4,212,394,745 (from page 1, line 11)
4. a.	Total exempt value for all homestead exemptions granted	4a.	$80,817,100 (from Page 1, line 14f)	
b.	Homestead exemption reimbursement value	4b.	$61,420,996	
5. a.	Total exempt value of all BETE qualified property	5a.	$46,233,600 (from page 2, line 15c)	
b.	BETE exemption reimbursement value	5b.	$23,116,800	
6.	Total valuation base (Line 3 + line 4b + line 5b)			6 $4,296,932,541

ASSESSMENTS

7.	County tax	7	$1,513,610.00
8.	Municipal appropriation	8	$41,418,270.00
9.	TIF financial plan amount	9	$2,277,082 (must match page 2, line 16c + 16d)
10.	Local education appropriation	10	$25,467,027.00
11.	Total appropriations (Add lines 7 through 10)		11 $70,675,989.00

ALLOWABLE DEDUCTIONS

12.	Anticipated state municipal revenue sharing	12	$4,100,000.00
13.	Other revenues: (All other revenues that have been formally appropriated to reduce the commitment such as excise tax revenue, T.G. reimbursement, renewable energy reimbursement, trust fund or bank interest income, appropriated surplus revenue, etc. (Do not include any homestead or BETE reimbursement)	13	$10,446,105.00
14.	Total deductions (Line 12 plus line 13)		14 $14,546,105.00
15.	Net to be raised by local property tax rate (Line 11 minus line 14)		15 $56,129,884.00

	A		B		C	
16.	$56,129,884.00 (Amount from line 15)	x	1.05	=	$58,936,378.20	Maximum Allowable Tax
17.	$56,129,884.00 (Amount from line 15)	+	$4,296,932,541 (Amount from line 6)	=	0.01306	Minimum Tax Rate
18.	$58,936,378.20 (Amount from line 16)	+	$4,296,932,541 (Amount from line 6)	=	0.01372	Maximum Tax Rate
19.	$4,212,394,745.00 (Amount from line 3)	x	0.01312 (Selected Rate)	=	$55,266,619.05 (Enter on page 1, line 13)	Tax for Commitment
20.	$56,129,884.00 (Amount from line 15)	x	0.05	=	$2,806,494.20	Maximum Overlay
21.	$61,420,996 (Amount from line 4b.)	x	0.01312 (Selected Rate)	=	$805,843.47 (Enter on line 8, Assessment Warrant)	**Homestead Reimbursement**
22.	$23,116,800 (Amount from line 5b.)	x	0.01312 (Selected Rate)	=	$303,292.42 (Enter on line 9, Assessment Warrant)	**BETE Reimbursement**
23.	$56,375,754.94 (Line 19 plus lines 21 and 22)	-	$56,129,884.00 (Amount from line 15)	=	$245,870.94 (Enter on line 5, Assessment Warrant)	Overlay

(If Line 23 exceeds Line 20 select a lower tax rate.)

Results from this completed form should be used to prepare the Municipal Tax Assessment Warrant, Certificate of Assessment to Municipal Treasurer and Municipal Valuation Return.

Order Authorizing Issuance of $9,000,000 of the City's General Obligation Bonds to Construct, Equip and Furnish an Addition to the Biddeford Primary School

2023.90 IN BOARD OF CITY COUNCIL……..… August 1, 2023

BE IT ORDERED, that

1. That pursuant to Article XI, Section 6 of the City Charter, 30-A M.R.S. §5772, and all other authority thereto enabling, and subject to the requirements of Article XII, Section 7 of the City Charter, the Mayor and Treasurer of the City are hereby authorized, in the name of and on behalf of the City, to borrow up to $9,000,000, and to issue therefore, at one time or from time-to-time, the City's general obligation bonds (the "Bonds") and notes in anticipation thereof (the "Notes") in like amount, the proceeds to be used and are hereby appropriated for the costs of the following project (the "Project"): to construct, equip and furnish an addition to the Biddeford Primary School.

2. That the Bonds and Notes (including any bonds or notes required to provide for exchanges or transfers of Bonds or Notes previously issued), shall be executed and delivered in the name of the City by the manual or facsimile signatures of the Mayor and Treasurer of the City (provided that at least one of such signatures shall be a manual signature), sealed with the seal of the City, attested by its Clerk.

3. That the Mayor and Treasurer of the City are hereby authorized, in the name of and on behalf of the City, to determine the form, dates, maturities (not to exceed the maximum term permitted by law), denominations, interest rates, place of payment, provisions for redemption prior to the stated maturity date(s), with or without a premium, as provided in Title 30-A, §5772(6) of the Maine Revised Statutes, as amended, and all other details of the Bonds and Notes, including the timing and provision for their sale and award, which may be through a public offering or a private placement, or a combination thereof, on a competitive or negotiated basis, or a combination thereof, their determination and approval thereof to be conclusively evidenced by the execution thereof.

4. That in each of the years during which any of the Bonds are outstanding, there shall be levied a tax in an amount that, with other revenues, if any, available for that purpose, shall be sufficient to pay the interest on said Bonds, payable in such year, and the principal of such Bonds maturing in such year.

5. That the Treasurer is hereby authorized, in the name of and on behalf of the City, to covenant and certify that no part of the proceeds of the Bonds or Notes, or the Project, shall be used in any manner that would cause the Bonds or Notes to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141 and 148 of the Internal Revenue Code of 1986, as amended (the "Code").

6. That the term "cost" or "costs" as used herein and applied to the Project, or any portion thereof, includes, but is not limited to: (1) the cost to design, construct, furnish and equip the Project; (2) the cost of land, easements and other real property interests, landscaping and site preparation, utility extensions, all appurtenances and other fixtures, facilities, buildings and structures either on, above, or under the ground which are used or usable in connection with the Project; (3) the cost of feasibility studies, surveys, environmental studies and assessments, engineering, plans and specifications, legal and other professional services associated with the Project; (4) issuance costs, including premiums for insurance, capitalized interest and other financing charges, fees and expenses relating to the financing transaction.

7. That the Treasurer is hereby authorized, in the name of and on behalf of the City, to do or cause to be done all such acts and things, including to approve, execute and deliver such contracts, agreements, loan agreements (including but not limited to one or more loan agreements with the Maine Municipal Bond Bank), investment agreements, bond purchase agreements, continuing disclosure agreements, official statements, certificates, tax certificates, instruments, a Letter of Representation or other agreement required to allow the Bonds or Notes to be issued through the Depository Trust Company Book-Entry Only System, and such other documents, as may be necessary or advisable in order to accomplish the issuance of the Bonds and Notes and the investment of the proceeds thereof (the " Bond Documents"), and in order to maintain the tax-exempt status of such Bonds and Notes and, to the extent available under the Code, to designate the Bonds and Notes as qualified tax-exempt obligations for purposes of Section 265(b) of the Code, which Bond Documents may be in such form and contain such terms and provisions including, without limitation, the waiving of the City's sovereign or governmental immunity with respect to the enforceability of any of the forgoing, and such other details as he shall approve, his approval to be conclusively evidenced by the execution thereof.

8. That if the Mayor, Treasurer, or Clerk of the City are for any reason unavailable to approve and execute the Bonds or Notes, or any Bond Documents, the person or persons then acting in any such capacity, whether on an interim or acting or temporary basis, as an assistant, a deputy, or otherwise, is authorized to act for such official, in the name of and on behalf of the City, with the same force and effect as if such official had himself or herself performed such act.

9. That if the Mayor, Treasurer, or Clerk have signed or sealed the Bonds and Notes, but shall cease to be such officers or officials before the Bonds or Notes so signed and sealed shall have been actually authenticated or delivered by the City, such Bonds or Notes nevertheless may be authenticated, issued, and delivered with the same force and

effect as though the person or persons who signed or sealed such Bonds or Notes had not ceased to be such officer or official; and also any such Bonds or Notes may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Bonds or Notes, shall be the proper officers and officials of the City, although at the nominal date of such Bonds or Notes any such person shall not have been such officer or official.

10. That during the term any of the Bonds are outstanding, the Mayor and Treasurer of the City are hereby authorized, in the name of and on behalf of the City, to issue and deliver refunding bonds on either a current or advance refunding basis, to refund some or all of the Bonds then outstanding, and to determine the date, form, interest rate, maturities (not to exceed 30 years from the date of issuance of the original bonds) and all other details of such refunding bonds, which may be made callable, with or without premium, prior to their stated date(s) of maturity, and to determine the form and manner of their sale and award, which refunding bonds shall be signed in like manner as the Bonds.

11. That during the term any of the Bonds are outstanding, all authority granted pursuant to this Order shall be, remain, and continue in full force and effect without the necessity of any further action of the City Council.

12. That the City may pay certain costs of the Project prior to the issuance of the Bonds and Notes (referred to as "original expenditures"); to that end, the City hereby declares its official intent to reimburse itself for such original expenditures from the proceeds of such Bonds and Notes, and this Order shall constitute the City's declaration of official intent pursuant to Treasury Regulation §1.150-2.

13. That pursuant to Article XII, Section 7 of the City Charter, the following question shall be submitted to the voters of the City of Biddeford for ratification or rejection at a referendum vote to be held on November 7, 2023:

    > Shall the the Order of the Biddeford City Council entitled "Order Authorizing Issuance of $9,000,000 of the City's General Obligation Bonds to Construct, Equip and Furnish an Addition to the Biddeford Primary School" be ratified and approved?

14. That said referendum question be accompanied by a signed statement of the Treasurer pursuant to 30-A M.R.S. Section 5772(2-A) and Article XII, Section 7(a) of the City Charter, as well as the City Council recommendation that the referendum question be approved.

15. The City Council shall conduct a public hearing on this Order and the foregoing question at its August 15, 2023 meeting, at 6:00 p.m.

August 1, 2023

Motion: Councilor Belanger

Second: Councilor Lessard

Vote: Unanimous in favor.
Motion passed.

August 15, 2023

Attest by:_____
Robin Patterson, City Clerk

Biddeford Schools
Primary School

320 Hill Street
Biddeford, ME 04005
207.282.8285
biddefordschools.me

To: Biddeford City Council

From: Jeremy Ray, Superintendent of Schools

Date: 8-1-2023

Order #: 2023.90

Re: Addition to Biddeford Primary School

History

The Biddeford School Department has been working to find a solution to the building/structural challenges that exist at JFK School. Over the years, several studies have been commissioned by the school department by engineering companies, contractors, and architecture firms to estimate the replacement or renovation costs. That cost has only increased with time and has exploded since the pandemic. The estimated renovation costs of the current JFK building would be 18 to 25 million dollars. As the student population in Biddeford continues to change, and with the new grade level reconfiguration at Biddeford Middle School and Biddeford High School combined with the addition of new vocational space, an opportunity to improve our classroom space and programming has presented itself.

We are in the rare position of jettisoning a deficient building and realizing significant long-term cost savings for the taxpayer, all while making improvements to the 34-year-old Biddeford Primary School.

The Biddeford School Committee has taken the following actions over the past decade to study the operational improvements needed at the JFK School.

- 2005 Capital Asset Study
- Oak Point Building Evaluation 2016
- Applied for Major Capital Construction 2017-2018
- Major Capital Construction Approved Project List 2017-2018
- Oak Point Building Evaluation 2020

Programming

According to a review of national educational research that examined 46 studies, strong teacher-student relationships were linked to improvements, including higher student engagement, better attendance, and fewer disruptive behaviors[1]. Positive student-teacher relationships can cultivate school belonging, which is described as a student's feelings of being accepted and

[1] Sparks, Sarah D. 2019. "Why teacher-student relationships matter." Education Week 38, no. 25: 8.

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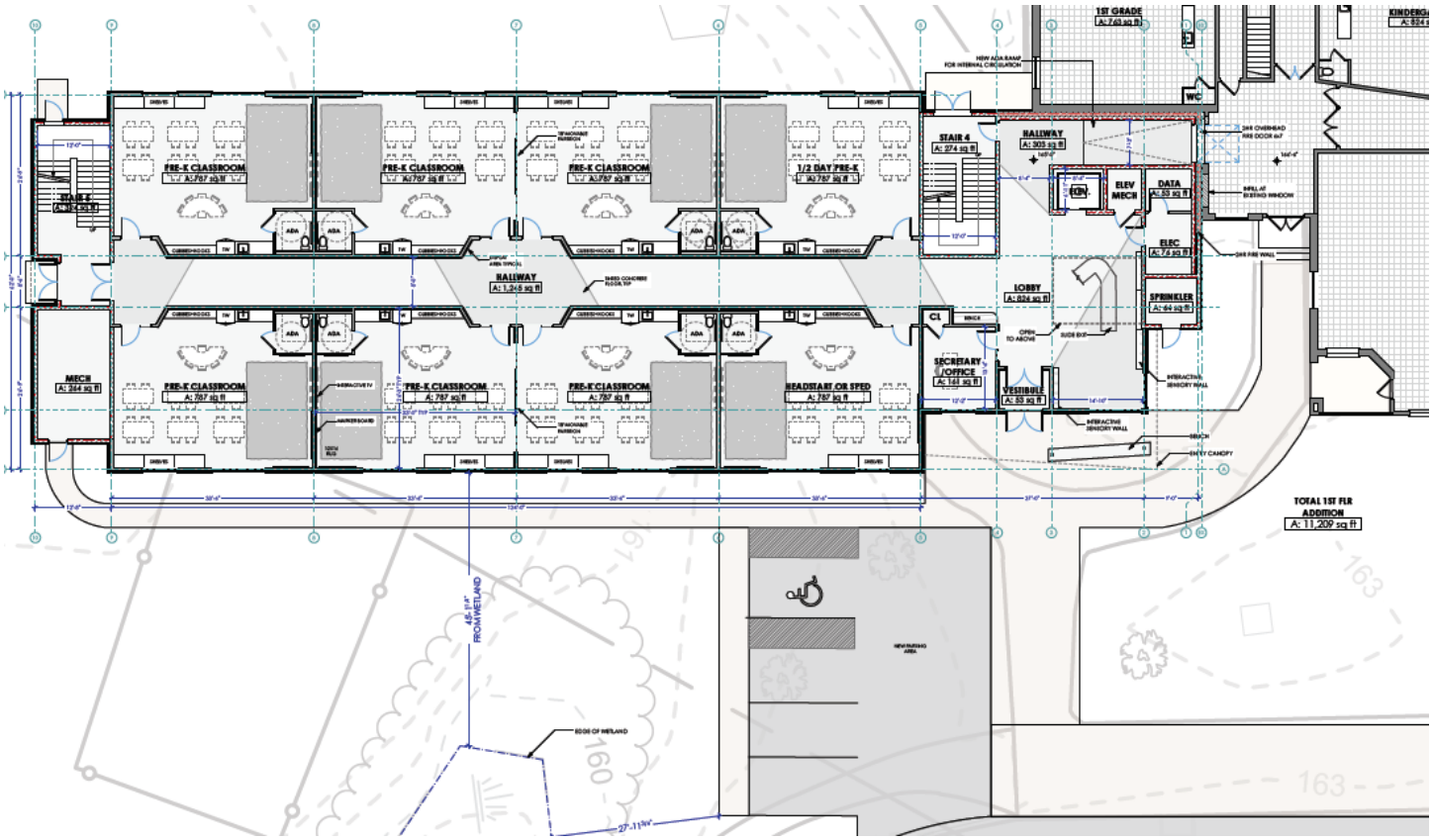
207.282.8285
biddefordschools.me

supported[2]. This is why it is critical that connections, or relationships, inside the school be healthy and supportive. These relationships may be impacted by a student's perception of their friend group, school staff, team, or classroom. In an effort to cultivate a strong sense of connection to the school community, Biddeford Primary School will be creating multi-year student teams called *Houses*. Houses will be composed of two classrooms at each grade level (Kindergarten, 1st, and 2nd). This structure will provide a natural opportunity for teachers to deeply know the students and families over a longer period of time.

Proposed Building Addition Design



[2] Allen, K.-A. (2022). *The Science of School belonging*. Psychology Today. Retrieved April 21, 2023, from https://www.psychologytoday.com/us/blog/sense-belonging/202201/the-science-school-belonging

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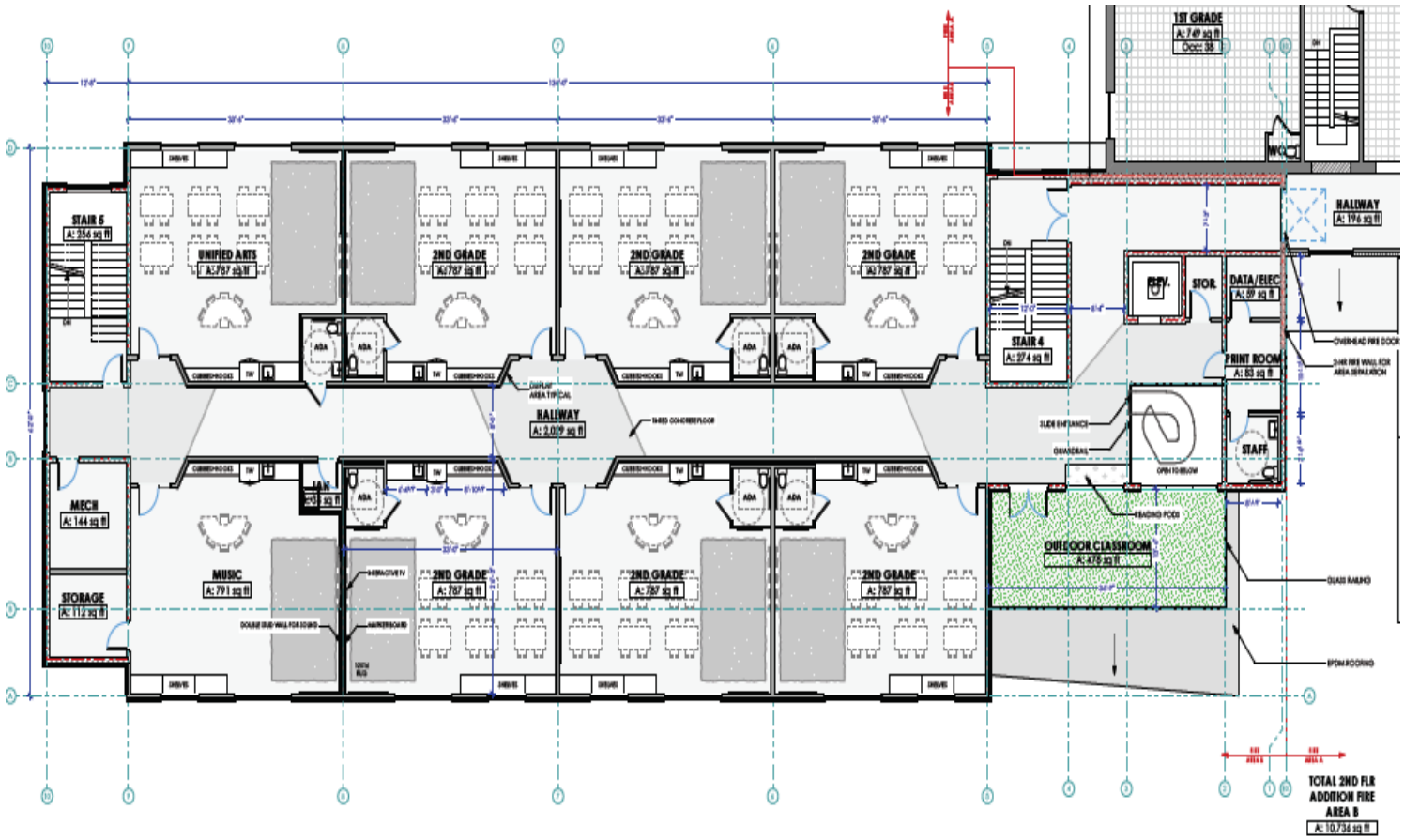

Total 1st Floor:	11,209
Total 2nd Floor:	10,736
Combined:	21,945
Current JFK:	39,716

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Building Addition Pre-Bid Estimated Costs

Items	Costs
New Addition	$7,047,950.00
Site Work	$975,870.00
Mechanical Systems + Sprinklers	$867,440.00
Existing Phone and Intercom Upgrades	$225,948.00
Furniture	$128,000.00
Subtotal	$9,245,208.00
Administrative Costs & Reserve	
Advertising	$6,000.00
Insurance	$12,000.00
Legal	$20,000.00
Contingency 10%	$924,520.80
Subtotal	$962,520.80
Fees	
Design/Engineering	$295,846.66
DEP Permit	$25,000.00
Permitting SMFO	$1,500.00
Permitting Local	$5,000.00
Subtotal	$327,346.66
Total	**$10,535,075.46**
ESSER III	**-$2,500,000.00**
Total	**$8,035,075.46**

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Projected Savings

As the school department examines the closure of the JFK building with an addition to Biddeford Primary School, we predict annual budgetary savings of more than **$350,000**. These reductions include duplicate positions, and operational costs such as utilities, fuel, electricity, supplies, etc.

***In an effort to move toward full-day Pre-K, we will need to add additional staff. The additional staff will allow more students to receive programming.*

Expiring Debt

The Biddeford School Department will make its last bond payment of approximately **$240,000.00** on 11/1/2024 on the local-only portion of Biddeford Middle School**.**

Use of Federal Funds

The Biddeford School Department has developed plans to use at least $2,500,000.00 in Federal ESSER III Covid Relief Funds to offset the local cost of the project. The funds must be obligated by September 1, 2024.

Timeline

August 2023	Prepare final drawings and bid documents
September 2023	Release Bid Documents
November 2023	Open Bid Documents
November 2023	Public Vote on School Bond
November 2023	Award Construction Bid
March 2024	Anticipated Construction Start
September 2024	ESSER III Funds Must be Obligated
July 2025	Completion of Addition
September 2025	Opening of New Addition for Students

Funding Request

The Biddeford School Department is requesting voter approval for a construction bond for no more than $9,000,000.00 to be used for additional classroom space at Biddeford Primary School.

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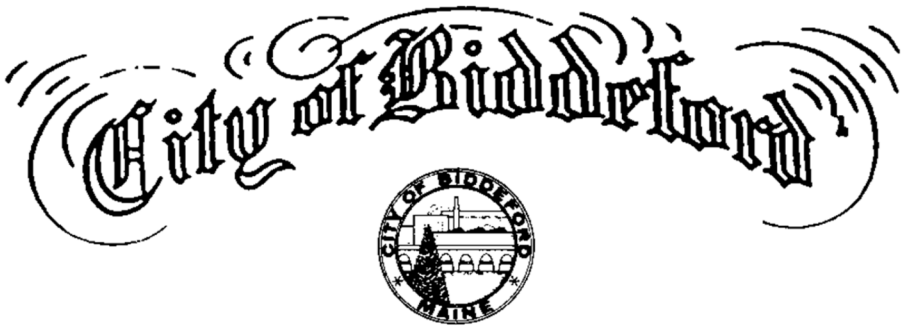

City of Biddeford, Maine
Notice of Municipal Election (Warrant)
Tuesday, November 7, 2023

Municipality: BIDDEFORD Voting District WARDS 1-7

NOTICE to the eligible voters of the City of Biddeford, Maine: a Municipal Election shall be held on Tuesday, November 7, 2023, as set forth below.

Voting Place Name: Tiger Gym
Voting Place Location: Biddeford High School on Maplewood Ave

Polls Open at 7:00 A.M. Polls Close at 8:00 P.M.

Municipal Offices To Be Voted On:

(1) Mayor

(2) City Councilors At Large

(7) City Councilor-Elected by Ward

(7) School Committee

(7) Wardens

(7) Ward Clerks

Referendum Question To Be Voted On:

Question 1: Shall the Order of the Biddeford City Council entitled "Order Authorizing Issuance of $9,000,000 of the City's General Obligation Bonds to Construct, Equip and Furnish an Addition to the Biddeford Primary School" be ratified and approved?

Given under our hands and the seal of the City of Biddeford, this 15th day of August, 2023.

MAYOR AND MUNICIPAL OFFICERS OF THE SAID CITY OF BIDDEFORD, MAINE

Mayor Casavant	Chairman Belanger
Councilor Lessard	Councilor Grohman
Councilor Ortiz	Councilor Mills
Councilor Emhiser	Councilor Schlaver
Councilor Whiting	Councilor LaFountain

A True Copy
Attest:

_____ Date: _____
Robin Patterson
Biddeford City Clerk

#16257331v2

City of Biddeford

2023.94 **IN BOARD OF CITY COUNCIL… AUGUST 15, 2023**

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve amendments to the City Manager Employment Agreement with James Bennett along with an extension to the term of the agreement through July 31, 2026 with biannual renewal and extension options.

Attest by:_____

EMPLOYMENT AGREEMENT

THIS AGREEMENT originally made as of this 30th day of June 2015, and last amended on August 1, 2023 by and between **JAMES A. BENNETT** (hereinafter ***Bennett***) and the **CITY OF BIDDEFORD**, Maine, a body politic and corporate located in York County, Maine (hereinafter ***City***).

I. WHEREAS,

A. ***City***, acting through its City Council (hereinafter Council), desires to appoint and thereafter employ ***Bennett*** as its City Manager, in accordance with the provisions of the Biddeford City Charter (Charter);

B. ***Bennett*** desires to be so appointed and employed;

C. It is the desire of the ***City*** and ***James A. Bennett*** to specify the terms and conditions of his employment and tenure as City Manager;

D. The Parties have reached an agreement with respect to the same which they wish reduced to a writing.

II. NOW, THEREFORE, for consideration paid, each to the other, including without limitation the mutual covenants and undertakings more fully hereinafter expressed, the parties do hereby agree as follows:

A. **Appointment and Duties:** By official action, the Council has appointed ***Bennett*** as City Manager, to perform those duties imposed upon the City Manager under the terms of the City's Charter, Revised Code of Ordinances, and such other action as may lawfully be promulgated by Council.

B. **Tenure:**

(1) **Initial and Extended Term:** The ***City*** acting through its City Council, initially appointed ***Bennett*** as its City Manager on June 30, 2015, for a term of three years, commencing August 17, 2015 and ending the last day of August 2018 (the "Initial Term"). On August 16, 2016, the City, acting through its City Council, amended the term of this Employment Agreement to end on the last day of August 2019. On July 18, 2017, the City, acting through its City Council, amended the term of this

Employment Agreement to end on the last day of July 2020. On July 17, 2018, the City, acting through its City Council, amended the term of this Employment Agreement to end on the last day of July 2021. On July 2, 2019, the City, acting through its City Council, amended the term of this Employment Agreement to end on the last day of July 2022. . On September 1, 2020, the City, acting through its City Council, amended the term of this Employment Agreement to end on the last day of July 2023. On October 19, 2021, the City, acting through its City Council, amended the term of this Employment Agreement to end on the last day of July 2024. On December 20, 2022, the City, acting through its City Council, amended the term of this Employment Agreement to end on the last day of July 2025. On August 1, 2023, the City, acting through its City Council, amended the term of this Employment Agreement to end of the last day of July 2026.

(2) **Continuation of Previous Agreement:** Insofar as it relates to compensation and terms of employment, this Agreement shall remain in effect for a period of (3) years, unless otherwise terminated pursuant to the terms herein. The term of this Agreement as amended shall be for a period of three (3) years, beginning August 1, 2023, and ending on the last day of July 2026.

(3) **Biannual Renewal and Extension.** Prior to the end of the second year of the term of this Agreement and any extensions hereof, the Council shall act to renew and extend this Agreement for an additional two years. For the avoidance of doubt, during the term of this Agreement as extended, on or before July 31, 2025, the Council shall vote to extend the Agreement for an additional two years to July 31, 2027. Likewise, during any extension terms of this Agreement, Council shall vote by July 31 of the second year of the extended term (and before the final year of the Agreement) to extend the Agreement for an additional two years. Should Council fail to so extend this Agreement, ***Bennett*** may presume that Council does not intend to renew or extend said Employment Agreement

and ***Bennett*** shall be free, within the remaining time of the Agreement, to pursue alternate employment to take effect at a time of ***Bennett's*** convenience after July 31, 2025; provided, however, that if ***Bennett*** intends to or does obtain other employment, ***Bennett*** must give the ***City*** not less than thirty (30) days written notice prior to the date ***Bennett*** resigns as City Manager. ***Bennett*** shall be entitled to severance pay from the date ***Bennett*** resigns. Said severance shall be equal to (1/2) of the amount due in the event that the Council elected to terminate this Agreement without cause.

(4) **Council's Right of Termination without Cause.** Council shall have the right to terminate the Agreement without cause. In the event of such termination, City Manager shall be paid an aggregate lump-sum payment equal to six (6) months aggregate salary. Said aggregate lump-sum payment shall increase by one (1) month for each year of service, or part thereof, up to a maximum of twelve (12) months. Payment shall be made in full at time of termination if so desired by ***Bennett*** or on any other schedule he elects. At the same time, ***Bennett*** shall be compensated for any vacation accrued to date of termination, calculated at the rate of pay in effect upon termination. In addition, ***City*** will pay ***Bennett*** any accrued and unpaid retirement benefits to time of termination; and shall provide health insurance coverage for a period of six (6) months from date of termination plus one (1) month for each year of service, or part thereof, for a maximum of twelve (12) months. ***Bennett*** shall also be entitled to all other economic benefits due under this Agreement for the severance period.

(5) **Council's Right of Termination for Cause.** Council shall have the right to terminate this Agreement for cause as provided in the Charter or state and federal law. In the event ***Bennett's*** employment is terminated for cause, the ***City's*** only obligation to ***Bennett*** is to pay all compensation and benefits accrued, but unpaid, at the time of termination.

(6) **Manager Incapacity.** Should ***Bennett*** be disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health (verified by his attending physician) for a period of (6) six months, beyond any accrued leave, the Council shall have the right to terminate this Agreement and the ***City's*** only obligation to ***Bennett*** is to pay all compensation and benefits accrued, but unpaid, at the time of termination.

(7) **City Manager Resignation:** ***Bennett*** shall have the right to resign, upon a thirty (30) day written notice. Upon said resignation, the ***City's*** only obligation to ***Bennett*** is to pay all compensation and benefits accrued, but unpaid, as of the effective date of the resignation.

C. **Compensation.** Commencing August 1, 2023, ***City*** shall pay ***Bennett*** an annual salary of one hundred sixty five thousand dollars ($165,000.00) per year. (The term year as used in this Agreement shall mean from August 1, 2023 through July 31, 2024.) The ***City*** may adjust the annual salary upward or provide a bonus at its sole discretion as a performance adjustment. ***Bennett's*** salary effective July 1, 2024 shall be one hundred seventy thousand dollars ($170,000.00). ***Bennett's*** salary effective July 1, 2025 shall be established by the ***City,*** however, it shall not be reduced unless mutually agreed to.

D. **Retirement.** The ***City*** shall provide ***Bennett*** with an amount up to twelve percent (12%) of his gross base salary to be allocated at ***Bennett's*** sole discretion between Mission Square Retirement (formerly known as ICMA Retirement Corporation) and the MePERS retirement program. Effective July 1, 2021, said amount shall be equal to fifteen (15%) of his gross salary. Effective August 1, 2023, said amount shall be equal to seventeen (17%) of his gross salary.

E. **Health Insurance Coverage.** Consistent with ***City*** policy, ***City*** shall provide health insurance coverage to ***Bennett*** and his family, life insurance and income protection, as provided to other non-union employees of the ***City***, effective the date of this agreement.

F. **Professional Development.** The ***City*** shall pay for ***Bennett's*** professional dues for his continued professional growth and for the good for the ***City*** in the International

City/County Management Association (ICMA), the Alliance for Innovation and Maine Town and City Management Association (MTCMA). ***City*** supports and encourages ***Bennett's*** involvement with leadership roles in such organizations. The ***City*** may also pay for any other dues, memberships and subscriptions in other professional organizations or local service or civic organizations, subject to approval by the City Council.

City recognizes the importance of on-going professional development for ***Bennett*** and his requirement to meet or exceed at least forty (40) hours of significant professional development to continue his ICMA Credentialed Manager status and his MTCMA Certified Manager status; which, at the time of this contract, provides a discount for the ***City*** on their public officials liability insurance when purchased through the MMA Risk Pool. To that end, the ***City*** agrees to budget and pay for the travel and subsistence expenses for professional and official travel, meetings and occasions adequate to meet these obligations. At a minimum, the ***City*** shall pay for ***Bennett's*** attendance to The Maine Municipal Association Annual Convention, ICMA Northeast Regional Meeting, the New England Management Institute, programs offered by the Alliance for Innovation and the ICMA Annual Conference. Subject to the limitation of the available funding, the ***City*** may pay for other national, regional, state or local professional development activity. ***Bennett*** shall be encouraged to attend higher level of intense executive trainings of his choosing, subject to approval by the City Council. Examples of such training are the Harvard JFK School of Government, ICMA's Senior Executive Institute, and other similar programs. The costs shall be paid for by the ***City***.

G. **Vacation, Holidays, Sick Leave, and Other Benefits.** ***Bennett*** shall accrue twenty (25) days per year of vacation per year, with such accumulation of vacation time occurring annually on his anniversary date. The use of extended vacation time (one week or greater) accrued must be approved by the Mayor, and such approval will not be unreasonably withheld except for legitimate business needs. Carrying over vacation time from one year to the next is discouraged. However, ***Bennett*** shall be allowed to carry over vacation time at his sole discretion subject, however,

to the understanding that the City shall not pay out any more than ten additional days beyond his annual allocation, regardless of the amount of time that has been carried over. ***Bennett*** shall be entitled to all other benefits afforded non-union employees, consistent with the personnel policy, that are not otherwise covered by this Agreement.

H. **Automobile Allowance.** The ***City*** shall provide a monthly stipend for five hundred dollars ($500.00) for use of his personal vehicle (established base on August 17, 2015). Said amount shall be adjusted whenever the applicable IRS allowable rate changes, by the percentage changed (both positive and negative), effective the next month after the change. As of August 1, 2023, the monthly amount is six hundred and seventy dollars ($670.00). Payment shall be made during the first pay period of each month.

I. **Residency.** ***Bennett*** may establish his residency outside of the City of Biddeford city limits so long as it is within a reasonable commuting distance.

J. **Fidelity Bond.** ***City*** shall bear the full cost of the Fidelity Bond required of ***Bennett*** under the terms of the Charter and Ordinances. In the event that ***Bennett*** shall become ineligible for continued bonding, such ineligibility shall constitute just cause for dismissal under the terms of this Agreement and the Charter.

K. **No Reduction in Benefits.** ***City*** shall not, at any time during the term of this Agreement, reduce the salary, compensation or other financial benefits of ***Bennett*** except in the event of an across-the-board reduction of all salaried employees of ***City***. In such event, ***Bennett's*** salary, compensation and other benefits shall be reduced by the same percentage as all salaried employees of the ***City***.

L. **Indemnification.** The ***City*** shall defend, save harmless, and indemnify ***Bennett*** against any tort, professional liability claim or demand or other legal action, whether or not it appears to have merit, arising out of an alleged act or omission occurring in the performance of ***Bennett***'s duties as Manager, except as prohibited by law. ***City*** will either litigate or compromise and settle any such claim or suit and pay the amount of any judgment or settlement rendered thereon, whether levied against the ***City*** or ***Bennett*** personally. Said indemnification shall extend beyond termination of employment, and the otherwise expiration of this Agreement, to provide full and complete protection to ***Bennett***, by the City of Biddeford, as described herein, for any acts undertaken or committed in ***Bennett***'s capacity as Manager, regardless of whether the notice or filing of such a claim or lawsuit occurs during or after ***Bennett***'s employment with ***City***.

M. **Conflict of Interest Prohibition**. It is further understood and agreed that because of the duties of the City Manager within and on behalf of the City of Biddeford and its citizenry, ***Bennett*** shall not, during the term of this Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of Biddeford, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without the prior approval of the Council. For and during the term of this Agreement, ***Bennett*** further agrees, except for a personal residence or residential property acquired or held for future use as his personal residence, not to invest in any other real estate or real property improvements within the corporate limits of Biddeford, without the prior consent of the Council.

N. **Ethical Commitments:** ***Bennett*** will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, ***Bennett*** shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund- raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information.

City shall support ***Bennett*** in keeping these commitments by refraining from any order, direction or request that would require ***Bennett*** to violate the ICMA

Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request ***Bennett*** to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

O. **Notices.** Notices, pursuant to the Agreement, shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) **City**: City of Biddeford

Attention: Mayor
City Hall
205 Main Street
Biddeford, ME 04005

With a copy to

City Clerk
City of Biddeford City Hall
205 Main Street
Biddeford, ME 04005

Bennett:

James A. Bennett
9 Sky Oaks Dr.
Biddeford, Maine 04005
or the current address on file

Alternatively, notices given pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice in the State of Maine. Notice shall be deemed given as of the date of personal service or as of the date of deposit in the United States Postal Service.

P. **General Expenses.** ***City*** recognizes that certain expenses of a non-personal and job-related nature will be incurred by ***Bennett***, and hereby agrees to reimburse or to pay such general expenses, and the finance director, after receipt of, review of, and approval of appropriate expenses or petty cash vouchers, receipts, statements, or personal affidavits, is hereby authorized to disburse such moneys. In addition, a monthly stipend of three hundred fifty dollars ($350.00) shall be paid ***Bennett*** for the cost of such items as monthly home internet service for access to C***ity*** computer

systems after hours, a personally owned and paid for hand held smartphone (which he is required to have), other unreimbursed expenses occurred for professional development activities and attendance at 'official' events (such as retirement parties, gatherings and other similar events). No vouchers documenting these expenses shall be required by the ***City***; however, ***Bennett*** reserves the right to turn in documentation for IRS purposes. In the event such expenses exceed the allowance, ***Bennett*** at his sole discretion may apply those additional expenses against the allowance allowed in Section II.H (Automobile Allowance) of this Agreement. Said amount shall be paid during the first pay period each month.

Q. **Annual Evaluation.** ***Bennett*** shall receive annual performance reviews by the City Council.

R. **Outside Employment.** ***Bennett*** agrees to remain in the exclusive employment of the City of Biddeford for the term of this Agreement. The term "exclusive employment", however, shall not be construed to preclude the Manager from occasional teaching, writing or speaking engagements on personal time off, even if outside the City of Biddeford, Maine, provided that no such activity presents a conflict of interest with the ***City*** or detracts from the Manager's ability to execute the duties of City Manager.

In addition, he shall be allowed to offer his services in a paid teaching role or as a consultant so long as such services are not considered inconsistent with his primary responsibility to serve as Biddeford's City Manager. ***Bennett*** agrees to not accept any consultant work that would be, or appears to be, contrary to the best interest of the ***City*** or in direct competition with the ***City***. ***Bennett*** will notify the Mayor and Council President of all proposed consultant engagements in writing, and upon receipts of which, any concerns about those proposed engagements must be objected to in writing with seven (7) days. If said concern is raised, ***Bennett*** may appeal to the City Council for final determination. This provision is subject to satisfactory job performance review by the City Council.

S. **Technology:** Recognizing the importance of constant communication and maximum productivity, ***City*** shall provide ***Bennett***, a laptop computer, software,

and/or tablet computer for business and personal use required for ***Bennett*** to perform his duties and to maintain communication with ***City***'s staff and officials as well as other individuals who are doing business with ***City***. At ***Bennett***'s discretion, during his tenure, said equipment can be turned in after three years to be replaced by the ***City.*** Upon termination of ***Bennett***'s employment, the equipment described herein shall become the property of ***Bennett***, however all intellectual property belonging to the ***City*** shall be returned to the ***City***.

T. **Miscellaneous.**

(1) This Agreement, supplementing the provisions of the Charter, constitutes the entire agreement between the parties and there are no other promises, covenants or undertakings between the parties with respect to the subject matter of this Agreement which do not appear on the face hereof.

(2) This Agreement may be amended only by a mutual written agreement authorized by Council and executed by the ***City*** and ***Bennett***.

(3) If any of the provisions or portions thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall not be affected by such determination and shall remain in full force and effect.

(4) **Hours of Work.** Both parties recognize that the City Manager job requires that ***Bennett*** work many hours outside the normal working hours of City Hall. It is understood that ***Bennett*** must dedicate many hours beyond the normal forty (40) hour work week in order to provide excellent leadership in performing the job. It is further understood that in some ways the job requirement represents a twenty-four (24) hour commitment, day in and day out. Hence, ***City*** recognizes that ***Bennett*** may take compensating time off during the normal work hours as he deems appropriate provided that he notify the Mayor before taking such time off. ***Bennett*** recognizes that such compensating time has no economic value.

U. **Longevity Incentives:** The City Council desires for ***Bennett*** to have the City of Biddeford as his last full time employment as a City Manager in his career because of his employment record with the City. Effective August 1, 2023, the ***City*** has added this

section to his employment agreement as an expression of their desire and as an incentive for ***Bennett*** to continue his public sector career with Biddeford. Effective August 1, 2024, the ***City*** contribution to his retirement in Section II.D of this agreement shall increase by one percentage (1%) to eighteen percent (18%). Each year thereafter, effective August 1, said retirement shall increase by an additional one percent (1%) over the previous year's contribution rate until the contribution meets the maximum allowed by federal law or twenty three percent (23%), whichever occurs first. On tenth anniversary of his employment with the City (August 17, 2024), ***Bennett*** vacation accumulation shall increase by one week (equal to six weeks), of which, he may at his sole discretion cash in one week in lieu of taking the vacation time. On his twelfth anniversary of his employment with the City (August 17, 2026) he shall be paid a one-time longevity bonus of fifteen thousand dollars ($15,000.00).

In Witness Whereof, the **City of Biddeford** has caused this Agreement to be signed and sealed, in duplicate originals, by its Mayor, on the day and year first above written.

Witness: **CITY OF BIDDEFORD**

_____ _____

Alan Casavant, Mayor

Signed and executed by **James A. Bennett**, in duplicate originals, on the day and year first above written.

Witness:

_____ _____

James A. Bennett

City of Biddeford

2023.95 **IN BOARD OF CITY COUNCIL...AUGUST 15, 2023**

BE IT ORDERED, that the Finance Director is authorized to create dedicated reserve and pending 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 Reserve	Pending Reallocation
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.

BE IT FURTHER ORDERED, that the City Manager be directed to make recommendations no later than

September 30, 2023 from the above Pending Reallocation Reserve for City Council consideration

NOTE: The Finance Committee will consider this item at the August 15, 2023 meeting and vote on the recommendation for approval by the City Council.

CITY OF BIDDEFORD, MAINE

CARRY FORWARD DECISIONS

AUGUST 15, 2023

SOURCES OF CAPITAL

Capital Sources (Other Than FY24 GF)

Key Funding Decisions

Dedicated Reserves

- Ongoing Projects
- Completed or Not Started Projects

Operational Surpluses

- FY23 Unallocated
- FY24 Projected (Unaudited)

Other Funds

- Bond Proceeds
- Lease/purchase decisions

Existing Projects

- Ongoing projects
- Projects Not Started
- Completed Projects

Emerging Challenges

- City Hall Bids
- CSO DEP Consent Decree
- Match Requirements for Federal Projects (Safe Streets, Earmark)

SOURCES OF CAPITAL

Capital Sources (Other Than FY24 GF)

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Key Funding Decisions

Existing Projects

- Ongoing projects
- Projects Not Started
- Completed Projects

Emerging Challenges

- City Hall Bids
- CSO DEP Consent Decree
- Match Requirements for Federal Projects (Safe Streets, Earmark)

Tonight's Decision

Dedicated Reserves **VS** Reallocation Decision

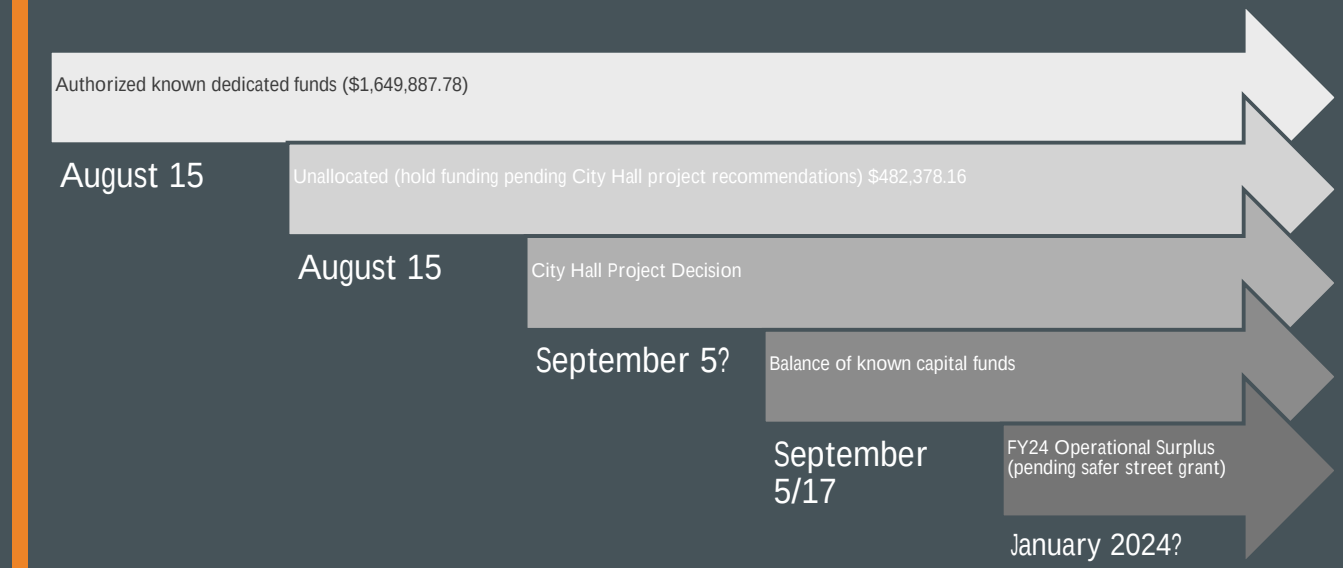
CITY HALL BIDS

- Bidders that attended pre-bid meeting: 8
- Final Bids Received: 1
- December 2022 Estimate: $3,200,000
- Base Bid July 2023: $4,233,583
- Bond available funds: $3,500,000

Current process

- Evaluating bids, consideration of value engineering process
- Decide on acceptance of bid or to seek new bids

SUGGESTED STEPS



City of Biddeford

2023.96 **IN BOARD OF CITY COUNCIL… AUGUST 15, 2023**

BE IT ORDERED, that City Manager is authorized to reimburse APEX in the amount of $16,471.04 for ineligible FY21 CDBG and FY22 CDBG-CV program expenses.

Attest by:_____

City Council

Meeting Date: August 15, 2023
Meeting Time: 6:00 PM

Agenda Item No: 9.c.
Item Description: General Fund Payment to APEX for Ineligible CDBG Expenses – 2023.96

Submitted by: Jessica Wilson, Community Development Coordinator

Supporting Information/Documentation:

APEX CDBG Program Invoice for $2,553.60
APEX CDBG-CV Program Invoice for $13,917.44

Key Terms:

- CDBG – Community Development Block Grant
- CDBG-CV – Community Development Block Grant CARES Act (for COVID-related activities)
- PY21 – Program Year 2021, which refers to the fiscal year from July 1, 2021 to June 30, 2022
- PY22 – Program Year 2022, which refers to the fiscal year from July 1, 2022 to June 30, 2023
- HUD – Department of Housing and Urban Development (source of CDBG funds)

Executive Summary:

APEX Youth Connection is requesting reimbursement totaling $16,471.04 for unallowable CDBG and CDBG-CV program expenses incurred during PY21.

Detailed Review:

The City receives an annual allocation of CDBG funds, of which up to 15% can be used to support eligible activities delivered by public/social service agencies. The City commits CDBG funding to these agencies via sub-recipient agreements. These agreements must meet HUD guidelines and include an approved scope of work for CDBG-eligible social service activities and a budget for CDBG-allowable costs. The City pays sub-recipient agencies on a reimbursement basis when payment requests are accompanied by all required supporting documentation required by HUD and when scopes of work and budgets are adhered to.

During PY21, the City awarded $31,360 of CDBG funding to APEX Youth Connection for its Community Hub Program and $28,202 of CDBG-CV funds for its Community Support Program. Sub-recipient agreements were executed by the City for both activities, but only one of the agreements (the CDBG-CV agreement) was determined by HUD to be valid. In November 2021, HUD notified the City that a CDBG reimbursement request by APEX in the amount of $2,553.60 was not an allowable or allocable cost to the CDBG program, based in part on the City's use of an "unacceptable" sub-recipient agreement. The reimbursement request was

thus denied by the City, despite APEX's belief that it had a valid agreement for its delivery of Community Hub services.

In November 2022, APEX submitted a CDBG-CV reimbursement request to the City for $13,917.44 for its Community Support Program. Though the sub-recipient agreement used by the City in this case was acceptable to HUD, APEX changed the agreed-upon scope of work without pre-approval from the City or an amendment to the agreement. As a result, the services delivered and billed by APEX did not align with the agreement, and as such, they were deemed by HUD as not allowable or allocable to the CDBG-CV program.

In the matters described above, staff believe that the City and sub-recipient agency share accountability for the ultimate denial of reimbursement for APEX's services rendered. These remaining two outstanding reimbursement requests from the agency are the final legacy issues to be addressed in order to place all the City's past CDBG non-compliance findings in the rearview mirror.

As underscored in the presentation by Gail Wilkerson at the City Council meeting on June 20, 2023, CDBG and Planning staff have been working tirelessly with HUD representatives on making corrective actions to these and other HUD monitoring issues that date back as far back as 2018. In fact, HUD recently notified the City that all CDBG policies and procedures, as well as all corrective actions required by HUD, have been approved, with a confirmation letter to this effect forthcoming. Staff looks forward to rectifying these final outstanding requests and moving ahead with improved program integrity, safeguards, and infrastructure in place.

Funding Source:

General Fund in the amount of $16,471.04.

Staff Recommendation:

Approval of reimbursement to APEX for services rendered.

Reimbursement for expenses incurred under the Community Development Block Grant

Position	Hourly Rate $ (Hourly rate includes 8% payroll taxes.)	Hours Worked	Amount to be Reimbursed
Program Director 2021 rate	22.32	193.5	$ 4,318.92
Program Director 2022 rate	25.96	193.5	$ 5,023.26
Benefits (hrs worked as % of total hrs for mo x 13,240.16)	25%		$ 3310.04
Subtotal			$ 12,652.22
Admin rate	10%		$ 1,265
Total to be reimbursed to Apex Youth Connection:			$13,917.44

Reimbursement for expenses incurred under the Community Development Block Grant

Position	Hourly Rate $	Hours Worked	Amount to be Reimbursed
Specialist	20.52	64.5	$ 1,323.54
Supervisor	25.96	4.5	$ 116.82
Benefits	12,074	0.002	$ 48.00
Mileage	0.56		$ 0.00
Program Insuran	$16,725/year	$45.82/day x 20	$916.40
Other Receipts			$ 0.00
Admin	$1,488.36	0.1	$ 148.84
Total to be reimbursed to Apex Youth Connection:			$2,553.60

2023.97 **IN BOARD OF CITY COUNCIL… AUGUST 15, 2023**

BE IT ORDERED, that the City Manager is authorized to enter into an agreement with Systems Engineering for the purchase new Scale nodes and licenses in the amount of $131,188.

Attest by:_____

City Council

Meeting Date: August 15, 2023
Meeting Time: 6:00 PM
Agenda Item No: 9.d.
Item Description: Approval/IT Scale Refresh – 2023.97

Submitted by: Jerry Gerlach, IT Administrator

Supporting Information/Documentation:

Doc – Scale Refresh.pdf Quote

Key Terms:

N/A

Executive Summary:

Replace Scale Hardware 6 node cluster with a 3 Node Cluster

Detailed Review:

Our data center needs a refresh. The data center located at the Police Department houses all of the city virtual servers. Currently we have 32 virtual servers. The current hardware is going on 6 years old. We currently have a 6 node cluster. With the new equipment coupled with moving Vision, Munis, and Exchange to the cloud, we are able to reduce this to a 3-node cluster. This reduces hardware and licensing costs. We have also been given a trade in allowance for one of the nodes that is less than 3 years old. This has been factored into the pricing.

As has been discussed during the budget review, the refresh was initially intended to be performed on a rolling node basis. All nodes must be of the same size in order to perform virtual back-up and recovery. The single node replacement warranted a deeper review to ensure network is designed to meet the needs of the city. With the move to virtual hosted systems the cluster can be reduced from 6 nodes to 3 nodes as noted above. The original (budgeted) estimate for the node refresh was $165,000. Based on critical review of needs with hosted services the project cost has been reduced to $131,188.14 for installation and 5-yrs of licenses and support.

Funding Source:

This has been budgeted for in 21107-60501 as well as reserve funds for stabilization of the IT budget.

Staff Recommendation:

Staff recommends option two for $131,188.14 assuming moving Vision and Exchange to the cloud is approved.

SYSTEMS engineering

Biddeford - Scale Refresh

Prepared for:

City of Biddeford

Prepared by:

Mark Jutkiewicz

July 19, 2023

Introduction

This proposal is for a Scale node refresh at the City of Biddeford. This solution would include 3 total nodes and 5 years of support. We have included the 5 year option as the default based on our history of working with support contracts with various vendors and know that the most cost effective route is to purchase support up front; the discounts are heavier and support contracts on servers especially are more expensive in years 4, 5 and beyond when purchasing annually at that time. Other factors would be market based cost increases as time goes on.

These nodes are the more powerful 5250 units and would provide all compute and storage resources planned up front rather than in a phase approach as most recently reviewed.

SYSTEMS engineering

Product

Product Description	Qty	Price	Ext. Price
2X XEON SP CPU 9X HDD 3X SSD 2UCTLR HC5250D CHASSIS	3	$13,389.98	$40,169.94
64GB DDR4 2933 MHZ RDIMM 64GB CPNT DDR4 RDIMM	24	$0.01	$0.24
1.92TB 3.5IN SATA SSD 1.92TB INT 3.5IN SATA SSD	9	$0.01	$0.09
8TB 3.5IN SAS HDD 8TB 3.5IN SASCPNT HDD	27	$0.01	$0.27
10C/20T 2.4GHZ 2400MT/S INTEL CPNT XEON SILVER 4210R	6	$0.01	$0.06
4-PORT INTEL/LENOVO X722 4-PORTCPNT 10GB SFP+	3	$0.01	$0.03
5YR LICS AND SW SC//HYPERCORE -LICS 20C STANDARD	3	$33,331.53	$99,994.59
5YRS HW WARRANTY SVCS	1	$4,258.02	$4,258.02
ZERO DOWNTIME REFRESH SVCS ADVANCED HARDWARE REFRESH	3	$708.41	$2,125.23
DRIVE RETN-5YR SCALECARE DRIVE LICS RETENTION PROGRAM	3	$328.92	$986.76

Subtotal: **$147,535.23**

Product

* Optional

Product Description	Qty	Price	Ext. Price
2X XEON SP CPU 9X HDD 3X SSD 2UCTLR HC5250D CHASSIS	3	$14,781.71	$44,345.13
64GB DDR4 2933 MHZ RDIMM 64GB CPNT DDR4 RDIMM	24	$0.01	$0.24
1.92TB 3.5IN SATA SSD 1.92TB INT 3.5IN SATA SSD	9	$0.01	$0.09
8TB 3.5IN SAS HDD 8TB 3.5IN SASCPNT HDD	27	$0.01	$0.27
4-PORT INTEL/LENOVO X722 4-PORTCPNT 10GB SFP+	3	$0.01	$0.03
5YRS HW WARRANTY SVCS	1	$4,700.58	$4,700.58
ZERO DOWNTIME REFRESH SVCS ADVANCED HARDWARE REFRESH	3	$708.41	$2,125.23
5YR LICS AND SW SC//HYPERCORE -LICS 16C STANDARD	3	$26,343.25	$79,029.75
8C/16T 3.2GHZ 2400MT/S INTEL CPNT XEON SILVER 4215R	6	$0.01	$0.06
DRIVE RETN-5YR SCALECARE DRIVE LICS RETENTION PROGRAM	3	$328.92	$986.76

* Optional Subtotal: **$131,188.14**

Biddeford - Scale Refresh

Prepared by:

Systems Engineering

Mark Jutkiewicz
207.772.3199
Fax 207.772.0620
mjutkiewicz@systemsengineering.com

Prepared for:

City of Biddeford

205 Main Street City Hall
PO Box 586
Biddeford, ME 04005
Jerry Gerlach
(207) 286-0594
jerry.gerlach@biddefordmaine.org

Quote Information:

Quote #: 011295

Version: 1
Delivery Date:
07/19/2023
Expiration Date:
07/31/2023

Investment Summary

Description	Amount
Product	$147,535.23

Total: **$147,535.23**

*Optional Expenses

Description	One-Time
Product	$131,188.14

Optional Subtotal: **$131,188.14**

Taxes, shipping, handling and other fees may apply. Product pricing is subject to change based on availability and manufacturer's discretion. Proposal Terms are attached to this document.

Systems Engineering

Signature: _____

Name: Mark Jutkiewicz

Title: Account Manager

Date: 07/19/2023

City of Biddeford

Signature: _____

Name: Jerry Gerlach

Date: _____

Proposal Terms

This Proposal ("Proposal") is effective as of the last date in the signature block above (the "Effective Date") and is made in accordance with and subject to the terms and conditions of the then current Master Service Agreement (the "MSA"). Such MSA terms and conditions are incorporated by reference as if fully set forth herein.

Customer acknowledges and agrees that it (i) has reviewed the MSA; (ii) accepts the terms and conditions of the MSA; (iii) understands that such MSA shall govern the relationship between the parties (subject to additional or alternative terms set forth in this Proposal; and (iv) has executed the Proposal as evidence of its agreement that it is a party to, and bound by, the terms of the MSA.

Capitalized terms used in this Proposal that are not otherwise defined herein shall have the meanings ascribed to them in the MSA.

When signed by both parties, this agreement, including and together with the Service Schedule and the Inventory Schedule attached hereto, and all other exhibits and attachments, if any, shall be deemed to be the "Proposal" and shall be incorporated into and become a part of the currently effective Master Service Agreement between Systems Engineering ("SE") and the Customer, as the same may be modified from time to time (the "MSA").

Additional terms and conditions applicable to the work performed hereunder:

1. **ADDITIONAL SERVICE**. SE shall provide the services described in this Proposal as either T&M, Fixed Price Work or Recurring Service Fee, under the terms and conditions set forth in the MSA.

    a. The catalog of SE Service Descriptions can be found here.

    b. The purchase of Microsoft subscription software and online services are subject to the terms of the "Microsoft Customer Agreement". By purchasing Microsoft subscription software and online services through SE the Customer acknowledges and accepts said terms.

2. **PAYMENT. AS CONSIDERATION FOR THE SERVICES TO BE PROVIDED HEREUNDER, CUSTOMER SHALL PAY SE FOR AUTHORIZED WORK AS SET FORTH IN THE PROPOSAL AND FOR ALL RECURRING SERVICES, IF ANY, AS SET FORTH IN THE ATTACHED SERVICE SCHEDULE. IN ADDITION, CUSTOMER SHALL PAY SE FOR ALL REASONABLE PREAPPROVED TRAVEL AND LODGING EXPENSES INCURRED BY SE IN PROVIDING SERVICES UNDER THIS PROPOSAL. CUSTOMER IS RESPONSIBLE FOR ALL TRAVEL AND LODGING EXPENSES OF ITS OWN EMPLOYEES.**

3. **CHANGES AND RETURNS**.

    a. Changes to Bill of Materials: This Proposal is a best effort at defining the bill of materials (BOM) required for the project defined herein. SE reserves the right to modify the BOM and bill the Customer accordingly as required by such circumstances or occurrences including, but not limited to, product changes by the manufacturer, errors or mistakes in quotes and estimates issued by the manufacturer, product lifecycle issues, product availability issues, or actual material requirements.

b. Third-Party Licensing. Customer shall be responsible for the payment of all recurring third-party licensing fees and charges for Equipment, software and other technology ordered as part of this Proposal and for any increase in the cost for that licensing originated by the manufacturer.

c. Returns. Products shall not be returned by Customer without SE's prior written authorization. Authorization will not be unreasonably withheld; however, it will be subject to the extent the return policy that each manufacturer will allow. Any authorized returns shall be returned at Customer's sole expense, freight prepaid. Customer shall be responsible for any third-party restocking fee that Customer incurs. Returns of special order or made-to-order items are not allowed. No returns shall be accepted following 30 days after delivery to either SE or the Customer. No credit will be issued for shipping charges or other special expenses.

4. **SCOPE OF SUPPORT.** All SE services described in this proposal apply only to hardware and software product versions that are within the manufacturer's published support dates. SE is under no obligation to provide support for items that are outside of the manufacturer's published support dates. Further, any software product that is past its end of support date will no longer receive any patches from the manufacturer including security updates. therefore, Systems engineering shall not be held responsible and shall have no liability for any damages, losses, causes of action, claims, liabilities, work stoppages, business interruptions and any noncompliance risks associated with unsupported products relative to applicable regulations or other terms of business which may apply to the customer that are caused by, resulting from or related to customer's use of hardware and/or software that are past their respective manufacturer's published support dates.

5. **CONFIDENTIALITY. THIS PROPOSAL CONTAINS CONFIDENTIAL INFORMATION RELATING TO THE DESIGN, PROCESS, AND METHODOLOGY SE USES IN DESIGNING NETWORK INFRASTRUCTURE AND SECURITY, CORE SERVER AND STORAGE SOLUTIONS, AND IN DEVELOPING TECHNOLOGY STRATEGIES AND PLANS. THESE DESIGNS, PROCESSES AND METHODOLOGIES ARE OWNED SOLELY BY SE. DISCLOSURE OF ANY DESIGN, PROCESS OR METHOD INFORMATION INCLUDED HEREIN TO OTHERS IS EXPRESSLY PROHIBITED.**

7. OWNERSHIP OF WORK PRODUCT. The parties acknowledge and agree that all SE work product and deliverables purchased by Customer and delivered by SE as a result of this Proposal, including, without limitation network and core infrastructure design, research reports, technology strategies and plans, applications and process recommendations, and system and user requirements (collectively, the "Deliverables", and all intellectual property rights connected therewith or arising therefrom, shall at all times remain solely in SE, subject to the Customer's license and right to use the Deliverables in accordance with the terms of this Proposal and the MSA, and that such Deliverables shall not be considered a work made for hire within the meaning of the copyright laws of the United States. As such, all rights in the Deliverables, including copyright, shall vest in SE.

In the event that, for any reason whatsoever, the Deliverables shall be considered a "work made for hire" under such copyright laws, then the Customer hereby grants and assigns to SE, and its successors and assigns, all of its right, title and interest in and to the Deliverables including, but not limited to, the copyright therein throughout the world (and any renewal, extension or reversion of copyright now or hereafter provided), and all other rights in the Deliverables of any nature whatsoever, whether now known or hereafter devised including, but not limited to, the right to make such changes in, derivatives of, and uses of the Deliverables as SE may determine.

Customer agrees to assist SE, or its designee, at SE's expense, in every proper way to secure SE's rights in the Deliverables and any copyrights, trademarks, patents or other intellectual property rights relating thereto in any and all countries, including the disclosure to SE of all pertinent information and data with respect thereto and the execution of all applications, specifications, oaths, assignments and all other instruments which SE shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to SE and its successors and assigns the sole and exclusive right, title and interest in and to such Deliverables, and any copyrights, patents or other intellectual property rights relating thereto. The covenants set forth herein shall survive termination of this Agreement.

8. **CONFLICTS IN PROVISIONS. IN THE EVENT OF A CONFLICT AMONG THE PROVISIONS OF THE MSA AND THIS PROPOSAL WITH RESPECT ONLY TO THE IDENTITY, SCOPE AND NATURE OF THE SERVICES AND PRODUCTS PROVIDED UNDER THIS PROPOSAL, THE PRIORITY OF THE DOCUMENTS SHALL BE (1) THIS PROPOSAL AND (2) THE MSA. IN THE EVENT OF A CONFLICT AMONG THE PROVISIONS OF THE MSA AND THIS PROPOSAL WITH RESPECT TO ALL OTHER MATTERS, THE PRIORITY OF THE DOCUMENTS SHALL BE (1) THE MSA AND (2) THIS PROPOSAL.**

9. **AUTHORITY.** The Customer warrants the person signing this Proposal on behalf of Customer is authorized to do so, and that Customer has obtained all approvals and resolutions necessary to enter into this Proposal, to perform Customer's obligations under this Proposal and the MSA, and to make the Proposal binding upon Customer.

10. **EXPIRATION OF PROPOSAL**. Unless executed by the parties hereto, this Proposal will expire at the earliest of, (i) thirty (30) days from the date of SE's execution thereof, (ii) the expiration date shown on the signature page of this Proposal or (iii) expiration of any manufacturer's discount included in this Proposal.

City of Biddeford

2023.98 **IN BOARD OF CITY COUNCIL… AUGUST 15, 2023**

BE IT ORDERED, that the City Manager is authorized to enter into an agreement with Vision Government Solutions for Cloud hosting of Vison data in the amount of $6,000 for FY23-FY24.

Attest by:_____

City Council

Meeting Date: August 15, 2023
Meeting Time: 6:00 PM
Agenda Item No: 9.e.
Item Description: Approval/IT Vision Cloud Hosting – 2023.98

Submitted by: Jerry Gerlach, IT Administrator

Supporting Information/Documentation:

Doc – Vision Cloud Hosting Contract.pdf

Key Terms:

N/A

Executive Summary:

Migrate Vision data to the cloud. Hosted by Vision Government solutions.

Detailed Review:

Our Assessing Department uses Vision CAMA for all Assessing data, valuations, reporting etc.

This will move the Assessing Data to the cloud hosted by Vision Government Solutions. All data will be stored in the cloud. Having Vision store the data allows the City to reduce our data center size and provides faster tech support needed from Vision. Vision will do updates and have an easier time resolving issues. This also allows us to eliminate our on premises Vision server and not have to upgrade the server or SQL.

Funding Source:

This has been budgeted for in 21111-60315.

Staff Recommendation:

Staff recommends this move to reduce data center costs and provide timely updates and service to the Assessing Department.

CLOUD SERVICES SCHEDULE

This Cloud Services CAMA Software Schedule ("Schedule") is made part of the Master Software License and Services Agreement by and between Vision Government Solutions, Inc., a Massachusetts corporation with its principal place of business at 1 Cabot Road, Hudson, Massachusetts 01749 ("Vision") and the Biddeford, ME ("Customer") (the "Agreement"). Vision and Customer may be collectively referred to as "Parties" or individually as a "Party."

WHEREAS, Vision is willing to provide, and Customer desires to utilize Vision's Cloud Computing Service, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and of the conditions and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1 Definitions

1.1 All capitalized terms used herein shall have the meanings attributed to them within the Agreement unless otherwise noted.

1.2 "Cloud Computing Service" shall mean any Service provided by Vision that allows Customer to access their data or software on Vision server(s).

1.3 "User" or "CAMA User" shall mean an employee of the Customer that was granted access to Customer's Vision 8 CAMA Database by the customer.

1.4 "Vision Server(s)" shall mean any server that is owned or licensed to Vision and made available to clients by Vision.

2 Hardware, Software, Services and Terms

2.1 Vision will provide sufficient space on Vision Server(s) for client's Vision 8 CAMA Database and Associated Documents.

2.2 Vision will install Client's Vision 8 CAMA database obtained and converted under CAMA Software Statement of Work (SOW) Agreement.

2.3 The terms and fees included in this Cloud Services Agreement are in addition to the terms and fees outlined in the SOW agreement, Annual Maintenance Agreement and Web Portal Public Access Agreement.

2.4 Vision will install all required server software including SQL.

2.5 Vision will set-up and configure 30-day rolling nightly backups of the CAMA Data and appropriate system files.

2.6 Customer will remain responsible to maintain their local intranet in good working order.

2.7 Customer will remain responsible to provide internet access with sufficient band width to all CAMA users.

3 Term and Automatic Renewal

3.1 The term of this Schedule shall commence upon the later of (i) the installation of Vision 8 or (ii) the execution of this Schedule and shall continue for one (1) year ("Initial Term"). Thereafter, the term will continue with automatic renewals for additional successive one (1) year periods, unless written notice of non-renewal is delivered by either Party to the other not less than sixty (60) calendar days prior to the expiration date of the then-current term ("Renewal Term"). Both the Initial Term and any Renewal Term may be referred to collectively as the "Term."

4 Warranty

4.1 The Services Warranty as described within the Agreement shall be the exclusive warranty governing any Services provided within this Schedule.

5 Project Implementation Services

5.1 Vision shall provide installation instructions to install the necessary local interfaces to access the Software and Services. Vision shall provide assistance with the installation process as needed.

5.2 Customer shall promptly, upon completion of such installation, test the Installed Software using its data and notify Vision of any Defects or deficiencies.

5.3 Customer shall commence installation at its convenience once Vision has released to it the instructions for installation.

6 Customer Support

6.1 During the Term, upon and subject to the terms and conditions of the Agreement, the CAMA Software Statement of Work (SOW), and this Schedule, Vision will provide to Customer during Business Hours reasonable operational support and assistance as described in the Software Maintenance Agreement.

6.2 Vision shall use commercially reasonable efforts to respond to any request for support hereunder within one (1) business day of receiving such request. Vision strives for uptime of 99.9%.

7 Security

7.1 The Customer must keep confidential any of its passwords associated with the Software and Services. In addition, Customer must secure the hardware upon which the Software will be accessed using, antivirus software, malware protection software, or similar software protecting against malicious software, computer viruses, hijacking, or other offensive attack. A failure to adhere to the preceding statements will undermine Vision's efforts for securing the Customer's data stored on Vision's servers.

7.2 Vision's hosted solution includes nightly backups, firewalls, IP whitelisting, anti-virus / malware scanning, and user access restrictions and permissions.

8 Customer Restrictions and Responsibilities

a) Customer is authorized to access and utilize Vision Servers to:

(1) Access, view, edit, maintain or otherwise utilize their CAMA data and Associated Documents

b) Customer will not install or access any software or programs on Vision Servers without prior written approval from Vision.

c) No 3rd Party access is allowed under this agreement. Customer will get prior written approval for all consultants, agents and other non-employee personnel that are requesting access to Vision Servers. Additional fees may be charged if Vision is required to grant access to any third parties, or if customer violates this provision.

d) Customer will not utilize Vision Server(s) to access the internet without prior written approval, other than indirect internet access through the CAMA UI.

e) Customer will ensure that its content will not violate any applicable law. Customer is solely responsible for the development, content, operation, maintenance, and use of its Content.

f) We may suspend Customer's right to access or use any portion or all of the Service Offerings immediately upon notice to Customer if Vision determines:

(1) Customer use of Vision Service Offerings:

(a) Pose a security risk to the Service Offerings or any other customer,

(b) Could adversely impact Vision systems, the Service Offerings or Content of any other customer,

(c) Could subject Vision, our affiliates, or any other customer to liability, or

(d) Could be fraudulent

(2) Customer is in breach of this Agreement

(3) Customer is in breach of its payment obligations under this agreement

9 Other Exclusions

9.1 Notwithstanding anything herein to the contrary, the Services to be provided hereunder shall not be covered by this Schedule, and shall be provided (if at all) on a time and materials basis, if the Software malfunctions due to:

a) A modification or alteration of the Software or Service not provided by Vision;

b) Use of the Software or Service in a manner for which it was not designed; or

c) The failure of Customer to fulfill any obligation under this Schedule or the Agreement.

9.2 The procurement of and costs associated with third party software licenses including but not limited to Microsoft Office Suite, ESRI, Marshall and Swift, etc. are excluded from this Schedule.

1 Cabot Road, Hudson, MA 01749 800-628-1013 www.vgsi.com

Equal Opportunity Employer

10 Fees and Payments

10.1 The fee for the Software and Services performed hereunder during the Initial Term shall be as follows ("Initial Fee"):

a) Initial Cloud Hosting Fee of $6,000/year

10.2 The fee for the Software and Services performed hereunder during the Second Term shall be as follows ("Renewal Fee"):

a) Renewal Cloud Hosting Fee of $7,000/year

10.3 The Initial Fee shall be due and payable in the first year upon the later of execution of this Schedule or thirty (30) days prior to the commencement of the Services hereunder, and must be paid in full prior to the commencement of Services hereunder. For each subsequent year of the Initial Term and any Renewal Term, the applicable fee shall be paid in full at least thirty (30) days prior to the expiration of the current term.

10.4 The Initial Fee shall be fixed as set forth in this Agreement for the Initial Term, but the fee for any Renewal Term ("Renewal Fee") shall be as determined by Vision, which shall give Customer notice thereof not less than thirty (30) days prior to the expiration of the then-current Renewal Term.

10.5 Any Renewal Fee hereunder shall be due and payable in full not later than two (2) business days prior to the commencement of such Renewal Term.

10.6 Customer agrees to pay for Services provided at Customer's request that are not covered by, or are expressly excluded from this Schedule within thirty (30) days of receipt of an invoice therefor at Vision's then-current prices.

10.7 With Customer's prior approval and if travel is necessary to perform the Services herein described, Customer shall pay to Vision, within thirty (30) days of receipt of an invoice, all reasonable out-of-pocket expenses incurred by Vision in performing the Services for Customer under this Agreement, including but not limited to expenses for travel, meals, lodging and parts.

11 Termination; Suspension of Service

11.1 Customer shall have the right to terminate this Schedule upon Sixty (60) days written notice to Vision, provided that no such termination shall result in a refund to Customer of the Initial Fee or any Renewal Fee paid hereunder, nor shall it terminate the obligation to pay any remaining portions of the Total Initial Fee not yet invoiced.

11.2 Vision reserves the right to suspend the performance of Services under this Schedule if the Customer fails to pay the Initial Fee or any Renewal Fee within ninety (90) days of becoming due. During any such suspension, Services shall be restored once any outstanding Initial Fee or Renewal Fee has been paid in-full.

11.3 Any termination of the Agreement shall result in the immediate termination of this Schedule subject to the terms and conditions of the Agreement and this Schedule.

11.4 The termination of this Schedule shall be without prejudice to any rights of either Party against the other, and such termination shall not relieve either Party of any of its obligations to the other existing at the time of termination.

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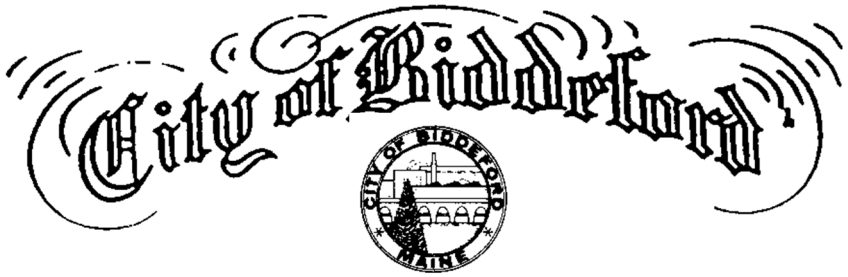
Equal Opportunity Employer

By signing below, each party acknowledges that it has read this Schedule and the Agreement to which it is attached, understands them, and agrees to be bound by their terms and further agrees that they are the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral or written, between the Parties relating to the subject matter of this Schedule. This Schedule may not be modified or altered except by a written instrument duly executed by both parties.

FURTHER, each Party has full power and authority and has been duly authorized to enter into and perform its obligation under this Agreement, including Licensee's authority to enter into an agreement of this scope and duration, all necessary approvals having been obtained. The execution, delivery and performance of this Agreement by each Party shall not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order decree or security instrument to which such Party or any of its principles is a party or subject to.

In witness whereof, the Parties hereto have hereunto set their hands and seals as of their respective dates written below.

Customer:	**Vision:**
Municipal Building 205 Main Street P.O. Box 586 Biddeford, ME 04005	Vision Government Solutions, Inc. 1 Cabot Road Hudson, MA 01749
Signature:	Signature:
By:	By:
Title:	Title:
Date:	Date:



2023.99 **IN BOARD OF CITY COUNCIL… AUGUST 15, 2023**

BE IT ORDERED, that the City Manager is authorized to enter into an agreement with Systems Engineering for the migration of the locally hosted Microsoft Suite to the hosted MS365 platform with the purchase of MS365 Licenses in the amount of $60,240 for the migration and $62,184 for licenses for a total of $122,424.

Note: Ongoing costs will include the licensing only.

Attest by:_____

City Council

Meeting Date: August 15, 2023
Meeting Time: 6:00 PM
Agenda Item No: 9.f.
Item Description: Approval/IT MS365 – 2023.99

Submitted by: Jerry Gerlach, IT Administrator

Supporting Information/Documentation:

Doc – MS 365 Quote

Key Terms:

N/A

Executive Summary:

Replace on premises Exchange Server with Hosted Microsoft 365 Business Basic.

Detailed Review:

Moving to MS 365 will eliminate our on premise Exchange Server, allowing us to reduce the size of our data center. It further eliminates the need to replace the Exchange server every 5 years. MS356 will offer updated Office Suite, Teams Collaboration, Video Chat, Mobil Device Management, Cloud storage and file sharing. These are tools that our end users are asking for and have proven to increase productivity and collaboration. We will also be able to eliminate our Sharefile solution at $3,800 annually as well as 95% of our Zoom Accounts at $9,250. Our Current Microsoft 365 License Fees are $15,580 annually. This is a total of $28,630 of our annual license fees that will be eliminated and replaced with MS365. The migration component is $60,240 and the licensing portion is $62,184 for a total of $122,424.

Funding Source:

This has been budgeted for in 21107-60501 ($56,240) and 21111-60315 ($83,100) for a total of $139,340.

Staff Recommendation:

Staff recommends this move to reduce data center costs/size, provide useful tools to our user base, and improve collaboration.

SYSTEMS engineering

Biddeford 365 Migration

Prepared for:

City of Biddeford

Prepared by:

Mark Jutkiewicz

July 31, 2023

Introduction

This proposal is a budgetary guide for the project to complete the City of Biddeford's move to Microsoft 365. This past year, several mailboxes were created in the cloud for new committee email addresses and discussions were had about the efforts remaining to move the Microsoft 365 tenancy to GCC as well as migrate the existing Exchange server to Exchange Online.

These numbers will need to be confirmed and agreed upon between Systems Engineering and City of Biddeford prior to execution of proposal

Statement of Work

Scope of Work

Assessment

Current Environment Review (Completed as Assessment)

- Assess current mail environment
- Review mail flow
- Confirm prerequisites for migration
- Confirm Outlook and Windows versions
- Review of devices, add-ins and services that interact with email
- Analyze MX records and access to modify records

Pre-work

- Web Filtering Modification
- Configure web filtering to allow migration to Exchange Online

UPN Suffix Remediation

- Remediate issues with usernames not matching email addresses to ensure sync

DNS Remediation

- Resolve DNS access issue
- Record credential information

Shared / Resource Mailbox Remediation

- Migrate mailboxes to Shared and/or Resource mailboxes (to reduce licenses needed in O365)

O365 and MigrationWiz Configuration

O365 Portal setup and MigrationWiz configuration

- Provision Office 365 tenancy
- Configure Portal
- Import licensing
- Add users and assign licensing
- Configure MigrationWiz and implement prerequisites for migration

DNS Configuration

- Configure Autodiscover DNS records
- Update SSL Certificate to include Autodiscover
- Create SPF and DKIM records

Microsoft Azure AD Connect

- Setup and configuration of Azure AD Connect
- Create new service account

Mail Flow Configuration, Data Migration and Advanced Exchange Online Configuration

Target Tenant Configuration

- Create target tenants
- Configure Custom Permissions

MigrationWiz Mailbox Migration Facilitation

- Complete migration prerequisites
- Prepare destination environment
- Create Mailbox migration projects
- Run Migration
- Complete final migration pass
- Decommission On-Premises Exchange Server

Decommission on premise Exchange Server (2007 or higher)

- Decommission on premise Exchange Server

MFA Configuration for Users - Train the Trainer - Client IT Staff to complete end-user deployment

- Enable MFA in the Microsoft tenant
- Train Client IT Staff on the end-user enrollment process
- Meeting with the client to set the date to require MFA and schedule the enforcement
- Client IT Staff - Work with each end-user to configure Azure MFA settings (text, mobile app, phone call - authentication methods)
- Regular review of Azure portal to check on MFA adoption status

- Enforce MFA in the Microsoft tenant

Azure Active Directory Single Sign on Authentication

Azure Active Directory Seamless Single Sign-On with Pass-through Authentication

- Configure and/or Upgrade Azure Active Directory Connect
- Configure GPO settings
- Test and Document

Configure Application Single Sign On (SSO)

- Review application's documentation for Single Sign On (SSO)
- Configure SSO within the Azure Portal
- Configure Certificates and/or Client Keys needed for application to trust Azure AD
- Test and Document

Support and O365 Admin Training

Cutover day support

- Day 1 Support after email has been cutover to O365. Remediation of any end-user issues related to the migration.

Post cutover day support

- Remediation of any end-user issues related to the migration after cutover day.

Admin Training

- Provide administrative training to on-site it staff

Documentation and Project Management

Documentation

- Population of SE internal documentation with O365 configuration to expedite support requests.

Project Management

- Project and schedule creation
- Project kickoff
- Change management
- Weekly status updates
- Project closeout

Customer Responsibilities

- Users will be responsible for recreating Outlook rules
- Customer will be responsible for configuring mobile devices to connect to Exchange Online
- Users will be responsible for reconfiguring Calendaring sharing and access to other mailboxes
- Customer will be responsible for assisting remote only users with connecting to Exchange Online
- Work with each end-user to configure Azure MFA settings (text, mobile app, phone call - authentication methods)
- Assist new users with accessing O365, providing usernames and passwords and configuring MFA

Other Customer Considerations:

- Office Suite Installation on PCs
- Office Suite Installation on RDS Servers
- Office Suite Installation on servers
- Reconfigure copiers to authenticate directly to O365 or relay off of mail filter

Requirements

- Windows Server to host Azure AD Connect
- Windows Server to host Windows NPS (can be the same server)
- Outlook 2013 or higher (fully patched) is installed on endpoints
- *Mobile applications used to access Office.com applications (e.g. Exchange Online) must support Microsoft modern authentication - native email apps (iOS and Android) are typically not compatible. The Outlook App is recommended for use on all mobile devices and may be required to support modern authentication and MFA.*

Assumptions

- PCs are Windows 10 Pro or higher and are fully patched with patches and service packs.
- Outlook is not currently utilized on the RDS server and has not been considered part of this project.
- Web Filtering is not in use
- Mobile devices support the free Microsoft Authentication App (i.e. update to device OS)
- Customer understands Teams chat not associated with newly migrated Teams

Risks

- Client and end-user participation is required for MFA enrollment. Lack of participation in the enrollment process will result in a failure to meet the enforcement date which will leave accounts vulnerable.

Out of Scope

- End-user failure to meet the MFA enforcement date will require addition work, which will be completed as a time and materials labor engagement.

- End-user MFA enrollment assistance
- Enablement of other Office 365 features outside of the migration
- SharePoint implementation or migration
- PSTs will not be imported into Exchange Online - they will be re-attached to Outlook from where they reside
- Office installations on PCs or servers
- Configuration of mobile devices
- Patching Windows or Office on PCs
- Public Folder migrations
- Configuration of unknown applications or devices
- Anything not explicitly in the Statement of Work
- System issues created outside the direct control of SE
- Travel or after hours labor rates are not included

GCC Migration

Product Description	Qty	Price	Ext. Price
T&M Solution Architect	208	$225.00	$46,800.00
Fixed Rate Labor - Project Management	1	$6,000.00	$6,000.00

Subtotal: **$52,800.00**

Microsoft Licenses

Based on user count summaries from City of Biddeford, this would be the proposed license summary for Microsoft 365 products. For purposes of keeping things organized we were able to group users by needs and license them accordingly. The following assumes two things - that pricing from Microsoft does not change for GCC users when moved to their "New Commerce Experience" or if it does, the licenses would be paid annually with a 1 year commitment. This is based on the licensing experience in the commercial realm by Microsoft which is not yet available for government.

User Type	License	Qty	Unit	Total
Committee	Exchange Online Plan 1	112	$4.00	$448.00
Email Only	Exchange Online Plan 1	35	$4.00	$140.00
Email and Office	Office 365 G3	136	$23.00	$3,128.00
Email, Office, Remote	Office 365 G3	46	$23.00	$1,058.00
	Azure AD Plan 1	46	$6.00	$276.00
Office Only	Apps for GCC	11	$12.00	$132.00
			./Month	$5,182.00
			./Year	$62,184.00

SYSTEMS engineering

Product

Product Description	Qty	Price	Ext. Price
BitTitan User Migration Bundle License 1 Yr.	500	$14.88	$7,440.00

Subtotal: **$7,440.00**

Managed Services Pricing: Monthly

Product Description	Qty	Recurring Unit Price	Recurring Extended Price
Office 365 Backup - Exchange	400	$2.62	$1,048.00
Office 365 Backup - SharePoint	270	$2.62	$707.40

Monthly Subtotal: **$1,755.40**

Biddeford 365 Migration

Prepared by:

Systems Engineering
Mark Jutkiewicz
207.772.3199
Fax 207.772.0620
mjutkiewicz@systemsengineering.com

Prepared for:

City of Biddeford
205 Main Street City Hall
PO Box 586
Biddeford, ME 04005
Jerry Gerlach
(207) 286-0594
jerry.gerlach@biddefordmaine.org

Quote Information:

Quote #: 013075
Version: 1
Delivery Date: 07/31/2023
Expiration Date: 07/31/2023

Investment Summary

Description	Amount
GCC Migration	$52,800.00
Product	$7,440.00

Total: **$60,240.00**

Monthly Expenses Summary

Description	Amount
Managed Services Pricing: Monthly	$1,755.40

Monthly Total: **$1,755.40**

Taxes, shipping, handling and other fees may apply. Product pricing is subject to change based on availability and manufacturer's discretion. Proposal Terms are attached to this document.

Systems Engineering

Signature: _____

Name: Mark Jutkiewicz

Title: Account Manager

Date: 07/31/2023

City of Biddeford

Signature: _____

Name: Jerry Gerlach

Date: _____

Proposal Terms

This Proposal ("Proposal") is effective as of the last date in the signature block above (the "Effective Date") and is made in accordance with and subject to the terms and conditions of the then current Master Service Agreement (the "MSA"). Such MSA terms and conditions are incorporated by reference as if fully set forth herein.

Customer acknowledges and agrees that it (i) has reviewed the MSA; (ii) accepts the terms and conditions of the MSA; (iii) understands that such MSA shall govern the relationship between the parties (subject to additional or alternative terms set forth in this Proposal; and (iv) has executed the Proposal as evidence of its agreement that it is a party to, and bound by, the terms of the MSA.

Capitalized terms used in this Proposal that are not otherwise defined herein shall have the meanings ascribed to them in the MSA.

When signed by both parties, this agreement, including and together with the Service Schedule and the Inventory Schedule attached hereto, and all other exhibits and attachments, if any, shall be deemed to be the "Proposal" and shall be incorporated into and become a part of the currently effective Master Service Agreement between Systems Engineering ("SE") and the Customer, as the same may be modified from time to time (the "MSA").

Additional terms and conditions applicable to the work performed hereunder:

1. **ADDITIONAL SERVICE**. SE shall provide the services described in this Proposal as either T&M, Fixed Price Work or Recurring Service Fee, under the terms and conditions set forth in the MSA.

    a. The catalog of SE Service Descriptions can be found here.

    b. The purchase of Microsoft subscription software and online services are subject to the terms of the "Microsoft Customer Agreement". By purchasing Microsoft subscription software and online services through SE the Customer acknowledges and accepts said terms.

2. **PAYMENT. AS CONSIDERATION FOR THE SERVICES TO BE PROVIDED HEREUNDER, CUSTOMER SHALL PAY SE FOR AUTHORIZED WORK AS SET FORTH IN THE PROPOSAL AND FOR ALL RECURRING SERVICES, IF ANY, AS SET FORTH IN THE ATTACHED SERVICE SCHEDULE. IN ADDITION, CUSTOMER SHALL PAY SE FOR ALL REASONABLE PREAPPROVED TRAVEL AND LODGING EXPENSES INCURRED BY SE IN PROVIDING SERVICES UNDER THIS PROPOSAL. CUSTOMER IS RESPONSIBLE FOR ALL TRAVEL AND LODGING EXPENSES OF ITS OWN EMPLOYEES.**

3. **CHANGES AND RETURNS**.

    a. Changes to Bill of Materials: This Proposal is a best effort at defining the bill of materials (BOM) required for the project defined herein. SE reserves the right to modify the BOM and bill the Customer accordingly as required by such circumstances or occurrences including, but not limited to, product changes by the manufacturer, errors or mistakes in quotes and estimates issued by the manufacturer, product lifecycle issues, product availability issues, or actual material requirements.

b. Third-Party Licensing. Customer shall be responsible for the payment of all recurring third-party licensing fees and charges for Equipment, software and other technology ordered as part of this Proposal and for any increase in the cost for that licensing originated by the manufacturer.

c. Returns. Products shall not be returned by Customer without SE's prior written authorization. Authorization will not be unreasonably withheld; however, it will be subject to the extent the return policy that each manufacturer will allow. Any authorized returns shall be returned at Customer's sole expense, freight prepaid. Customer shall be responsible for any third-party restocking fee that Customer incurs. Returns of special order or made-to-order items are not allowed. No returns shall be accepted following 30 days after delivery to either SE or the Customer. No credit will be issued for shipping charges or other special expenses.

4. **SCOPE OF SUPPORT.** All SE services described in this proposal apply only to hardware and software product versions that are within the manufacturer's published support dates. SE is under no obligation to provide support for items that are outside of the manufacturer's published support dates. Further, any software product that is past its end of support date will no longer receive any patches from the manufacturer including security updates. therefore, Systems engineering shall not be held responsible and shall have no liability for any damages, losses, causes of action, claims, liabilities, work stoppages, business interruptions and any noncompliance risks associated with unsupported products relative to applicable regulations or other terms of business which may apply to the customer that are caused by, resulting from or related to customer's use of hardware and/or software that are past their respective manufacturer's published support dates.

5. **CONFIDENTIALITY. THIS PROPOSAL CONTAINS CONFIDENTIAL INFORMATION RELATING TO THE DESIGN, PROCESS, AND METHODOLOGY SE USES IN DESIGNING NETWORK INFRASTRUCTURE AND SECURITY, CORE SERVER AND STORAGE SOLUTIONS, AND IN DEVELOPING TECHNOLOGY STRATEGIES AND PLANS. THESE DESIGNS, PROCESSES AND METHODOLOGIES ARE OWNED SOLELY BY SE. DISCLOSURE OF ANY DESIGN, PROCESS OR METHOD INFORMATION INCLUDED HEREIN TO OTHERS IS EXPRESSLY PROHIBITED.**

7. OWNERSHIP OF WORK PRODUCT. The parties acknowledge and agree that all SE work product and deliverables purchased by Customer and delivered by SE as a result of this Proposal, including, without limitation network and core infrastructure design, research reports, technology strategies and plans, applications and process recommendations, and system and user requirements (collectively, the "Deliverables", and all intellectual property rights connected therewith or arising therefrom, shall at all times remain solely in SE, subject to the Customer's license and right to use the Deliverables in accordance with the terms of this Proposal and the MSA, and that such Deliverables shall not be considered a work made for hire within the meaning of the copyright laws of the United States. As such, all rights in the Deliverables, including copyright, shall vest in SE.

In the event that, for any reason whatsoever, the Deliverables shall be considered a "work made for hire" under such copyright laws, then the Customer hereby grants and assigns to SE, and its successors and assigns, all of its right, title and interest in and to the Deliverables including, but not limited to, the copyright therein throughout the world (and any renewal, extension or reversion of copyright now or hereafter provided), and all other rights in the Deliverables of any nature whatsoever, whether now known or hereafter devised including, but not limited to, the right to make such changes in, derivatives of, and uses of the Deliverables as SE may determine.

Customer agrees to assist SE, or its designee, at SE's expense, in every proper way to secure SE's rights in the Deliverables and any copyrights, trademarks, patents or other intellectual property rights relating thereto in any and all countries, including the disclosure to SE of all pertinent information and data with respect thereto and the execution of all applications, specifications, oaths, assignments and all other instruments which SE shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to SE and its successors and assigns the sole and exclusive right, title and interest in and to such Deliverables, and any copyrights, patents or other intellectual property rights relating thereto. The covenants set forth herein shall survive termination of this Agreement.

8. **CONFLICTS IN PROVISIONS. IN THE EVENT OF A CONFLICT AMONG THE PROVISIONS OF THE MSA AND THIS PROPOSAL WITH RESPECT ONLY TO THE IDENTITY, SCOPE AND NATURE OF THE SERVICES AND PRODUCTS PROVIDED UNDER THIS PROPOSAL, THE PRIORITY OF THE DOCUMENTS SHALL BE (1) THIS PROPOSAL AND (2) THE MSA. IN THE EVENT OF A CONFLICT AMONG THE PROVISIONS OF THE MSA AND THIS PROPOSAL WITH RESPECT TO ALL OTHER MATTERS, THE PRIORITY OF THE DOCUMENTS SHALL BE (1) THE MSA AND (2) THIS PROPOSAL.**

9. **AUTHORITY.** The Customer warrants the person signing this Proposal on behalf of Customer is authorized to do so, and that Customer has obtained all approvals and resolutions necessary to enter into this Proposal, to perform Customer's obligations under this Proposal and the MSA, and to make the Proposal binding upon Customer.

10. **EXPIRATION OF PROPOSAL**. Unless executed by the parties hereto, this Proposal will expire at the earliest of, (i) thirty (30) days from the date of SE's execution thereof, (ii) the expiration date shown on the signature page of this Proposal or (iii) expiration of any manufacturer's discount included in this Proposal.