

City of East Bethel
City Council Work Meeting Agenda

Work Meeting – 6:00 p.m.

Date: February 24, 2016



		<u>Item</u>	
6:00 PM		1.0	Call to Order
6:01 PM		2.0	Adopt Agenda
6:02 PM	Pg. 2-41	3.0	EPA Presentation
6:45 PM	Pg. 42-51	4.0	CST Relocation Discussion
7:30 PM		5.0	Farm Animal Ordinance Review*
8:00 PM		6.0	Adjourn

*This item will be proposed as an addition to the agenda



City of East Bethel City Council Work Meeting Agenda Information

Date:

February 24, 2016

Agenda Item Number:

Item 3.0

Agenda Item:

EPA Proposal

Requested Action:

Background Information:

At the January 20, 2016 City Council Meeting, Staff was directed to develop a report for the upgrade of the City video recording and rebroadcast equipment for the February 24, 2016 Work Meeting. A representative from EPA Audio Visual will present their proposal for the system upgrade. EPA Audio Visual provided the low quote for this service in response to the City's request to vendors for pricing for this project.

Please note the EPA's proposal is the only quote that addresses upgrade to our Channel 10 rebroadcast capabilities.

Attachments:

1. EPA Quote
2. EPA Summary of Upgrades
3. Tierney AV Proposal
4. AVI Proposal

Fiscal Impact:

As noted above

Recommendation(s):

Staff is requesting a recommendation to City Council regarding this matter.

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____



City of East Bethel
Attention: Jackie Campbell
2241 221st Avenue NE
East Bethel, MN 55011

December 18, 2015

RE: Council Chambers Video Upgrade

Ms. Jackie Campbell,

The proposed budgetary amount enclosed includes the equipment, installation, and programming required for a complete video system integration. A description of the systems operation is included. This should allow you to approach a budget meeting confidently and articulate the costs of the project.

EPA Audio Visual, Inc. will install and integrate a new high definition capable video solution that will encompass the council chambers area. This will replace the entire current video infrastructure that has become antiquated.

Council Chambers Video Only Upgrade: Budgetary Amount is: **\$85,000 – \$95,000**

EPA Audio Visual, Inc. will install and integrate a new high definition video solution that will encompass the council chambers, control room, and cable feed. This will replace the entire current video infrastructure that has become antiquated.

The updated site will be based around the Crestron DigitalMedia™, Vaddio ProductionView, and Tightrope HD systems. Video sources will include; a dedicated PC with digital connection with an internal Blu-ray player, analog and digital laptop inputs via a DigitalMedia™, and high definition PTZ cameras. In addition, the control booth location will include; analog and digital laptop inputs, a dedicated PC with digital connection, Blu-Ray player, camera and AV switching equipment. Three high definition PTZ cameras will cover the meeting space. The system will have the ability to record to a lecture capture device.

The current projection screens are to be removed and replaced with a 16:9 wide screen format electric wall screen. The projectors will also be replaced with a 1920 X 1200 full HD data/video projector. The video sources will be routed over a single CAT 5e cable to scaler/receivers at each projector location.

Control will take place via a 7" touch panel at the control station and through the camera switcher. An additional 7" panel could be added at the council member's location *as an option*. This will allow user to perform simple functions such as system on/off, source switching, and volume control, etc., via a single button press on the touch panel.

Cable

The current cable support equipment will be replaced with a high definition Tightrope solution that will include one high definition output feed and bulletin board system. The high definition output feed will include equipment to properly convert to an analog signal to maintain proper aspect for current 4:3 aspect cable transmission.

****These budgetary amounts are based on equipment, installation, programming, and engineering to provide the functionality discussed and will need to be adjusted if changes to the capabilities occur. EPA Audio Visual, Inc. recommends a follow-up meeting to produce an accurate equipment list and verify needs. This budget amount is for assessing your budget and not meant as an actual proposal.**

***Additional funds may be required and a contingency fund should be discussed. A recommended percentage would be 10%. No funds will be utilized without explanation and written consent.**

Please review the information and contact us if you have any questions.

We would like to thank you for our initial meeting and look forward to working with you on this project.

Sincerely,

Nathan Elam
Regional Sales Manager

George Walkley
Systems Design and Engineering

Summary of Quotes for AV System Replacement/Upgrade

EPA Audio

The Video upgrade would also focus on upgrading to HD equipment. Please review the attached budget letter. This would include upgrades to our current Crestron, Vaddio and Tightrope Video components. It would include upgraded HD cameras and projectors and cabling to improve video quality. The drop down screens would also be replaced to fit the upgraded HD size. The Tightrope components quoted would include the upgraded HD Cablecast Bulletin Board system for broadcasting on our cable channel 10. It would also include the HD Cablecast Broadcast Video Server for playback of both live and recorded meetings as we are doing now. Due to varying video options to choose from this budget letter quotes a range from \$85,000 to \$95,000. Also, since this portion of the project would not be done immediately, component prices could fluctuate up to 10%. This project includes upgrades to the control room as well.



3300 University Avenue SE
Minneapolis, MN 55414-3326
www.tierneybrothers.com
612.331.5500 ♦ 800.933.7337 ♦ Fax - 612.331.3424

Tuesday, November 03, 2015

Mike Jeziorski
City of East Bethel

Proposal for Audio-Visual Service
RE: Council Chambers Update
Opportunity Number: 9300

Scope of Integration Services

Summary of Work to be completed by Tierney Brothers, Inc. at **2241 221st Avenue NE, East Bethel MN 55011**. (Please initial if address is correct or provide correct address. _____)

Tierney Brothers has provided several quotes to upgrade the AV in the Council Chambers. The quotes have been created to allow the owner to choose different levels of upgrade in an "Ala-Carte" fashion. Some of the quotes can be accepted on their own. Some of the quotes rely on other quotes to be accepted in tandem. These are differentiated in the scope below.

Please note that the quotes represent State Contract pricing and you will see both the required Contract and Non-Contract quotes for each stage of work where applicable.

Quote 56141: New Projectors (This quote may be accepted on its own)

The two (2) existing Hitachi 3200 lumen projectors will be removed from the pipes below the ceiling. Two (2) new Epson 6500 ANSI Lumen WXGA projectors shall be mounted to the existing pipe using new Chief mounts. For this quote – the projectors will be connected to the existing VGA cabling only. Although they do have digital inputs – that will not be utilized in this quote. The RS232 control from the existing Crestron system will not control these projectors. The hand held remote would need to be used to turn each one on or off.

As these new projectors are wide format for aspect ratio, the screen stops will be adjusted on the existing wall mounted electric screens to better match the new projectors but they may not fill the screen entirely

Quotes 61860, 61874: Digital Connectivity Upgrade (This quote must be accepted WITH quote 56141 New Projectors)

The existing analog only parts, cables, and equipment will be removed from the room and rack and given to the owner. (Note – this does not include or affect the cameras or recording system).

A new Crestron Digital Media Presentation Switcher will be installed in the rack. This switcher also has an integrated Series 3 Crestron control processor which will be used in this new configuration. The old Crestron Series 2 AV2 processor will be removed from the system.

The existing VGA over CAT5 cabling will be removed and replaced with new Crestron Digital Media 8G cabling. A new transmitter with inputs for both VGA/Audio and HDMI will be installed at the podium. A new transmitter with inputs for both VGA/Audio and HDMI will be installed at the dais.

At each of the new projectors (from Quote 56141), a new Crestron Digital Media Scaling receiver will be installed to convert the signal from the switcher to HDMI and new RS232. The system is now configured so each projector can show something different if desired.

One of the HDMI outputs from the new switcher will be converted to VGA so it can be inputted to the existing Vaddio camera switcher so the video from the sources in the room can still be sent to the cable company and recorded on the existing DVD unit.

A new Crestron 7.5" touch panel will be installed in the rack to replace the existing older Crestron touch screen. A new Crestron program will be created to control the projectors on/off, the inputs and outputs from the new switcher, the audio level in the room (speakers and amplifiers will stay the same), and the recording functions of the existing DVD recorder.

Tierney will also rewire the table microphones so they can be muted individually at the table with the user seeing the lights on the microphone going from green to red (they will not have to put Styrofoam cups over their microphones any longer).

Quote 61861: SMART Interactive Podium Display (This quote may be accepted on its own)

Tierney shall provide and install a new SMART 24" interactive display that will reside on the lectern. The owner will need to provide a dedicated PC inside the podium to connect to it. The SMART display can be connected either through VGA or Digital, depending on which of the other quotes have been accepted.

The quote includes two 2-hour session of on-site Professional Development training for the SMART software.

Quote 61862, 61879: SMART Interactive 65" Wall Mounted Display (This quote may only be accepted if Quotes 56141, 61860, and 61874 are accepted)

Tierney shall provide and install a new SMART 65" interactive display that will be mounted on the West wall to the right of the lowered screen. The display will be installed on a new Chief recessed articulating wall mount bracket. This will allow the unit to be pushed back, flush with the wall to meet ADA requirements. The display can then be pulled out and aimed as needed in the room when required.

The owner display will be connected to either an owner furnished dedicated PC inside the podium or to one under the Dais. The SMART display will be connected via an HDMI CAT5 extender to the Crestron Switcher in the rack and via a USB2.0 CAT5 extender to the designated PC.

The quote includes two 2-hour session of on-site Professional Development training for the SMART software.

Quotes 61863, 61882: New Ceiling Analog Document Camera (This quote may be accepted on its own or with Quotes 56141, 61860, and 61874 if they are accepted)

Tierney shall provide and install a new Vaddio ceiling recessed analog document camera that will be mounted in the existing hole in the ceiling. This camera has a component video output which will be converted to S-Video so its image will be compatible with the existing video recording system.

The control of the zoom and focus will be done through the existing Vaddio camera controller. The Doc Cam is already a selection on the original Crestron touch screen. If this camera quote is accepted along with the Digital Upgrade – then the new touch screen will be programmed to control it.

Quotes 61864, 618828: Full HD Video Camera and Recording System (This quote may only be accepted at the same time as Quotes 56141, 61860, and 61874)

The existing ceiling pan tilt zoom cameras will be removed from the room and given to the owner. The four existing wall mounted display in the rack room, the Vaddio analog controller, and the Kramer/Extron switchers and convertors in the rack will be removed from the system. The DVD recorder will also be removed.

A new Vaddio system with three (3) Pan Tilt Zoom ceiling cameras, a new Vaddio Ceiling Doc Cam, a new Vaddio camera control console, and a new Extron recorder/streaming device will be added to the room and rack. All of the new items will now be HD via HD-SDI connectivity. Two (2) new Marshall Electronics 17" Displays, one with 3G-SDI inputs and the other with HDMI, will be mounted on the wall where the old displays had been in the rack room. These monitors will be used for previewing what is being sent to the room and recorder and also to see what is being sent by the owner's Cablecast system to the cable company.

A new Vaddio 22" table top touch screen has been added which will show all of the camera images. It also has thumbnail video images to be used as pre-sets during meeting.

The new Crestron touch screen will be programmed to control the camera settings with preset scenes (pan tilt zoom functions will be done via the Vaddio controller. The touch screen will also be programmed to start and stop the recordings.

The new recorder is a high performance streaming and recording processor for capturing and distributing AV sources and presentations as live streaming or recorded media. It incorporates a flexible platform for automating system operation. Accepting HDMI, component, composite, and optional 3G-SDI signals, it applies two-window processing to the selected sources. The unit can record and stream simultaneously and can stream at two different resolutions and bit rates concurrently using a range of transport protocols and session management options.

The unit has a 400GB Solid State Drive to store recordings until the owner chooses to download them to an owner furnished server pc that has been designated for archiving (or to rip the recordings to discs).

The owner is responsible for any needed electrical outlets and/or active LAN connectivity – although for these quotes no additional electrical or LAN connectivity is anticipated.

We appreciate the opportunity to present this proposal. If you have any questions, please do not hesitate to contact us at your convenience at 612-331-5500. Our fax number is 612-331-3424.

Proposal Prepared By:
Sales Representative - Heidi Harvey
Sales Engineer - Gary Mansfeldt

Please initial to acknowledge and authorize the Scope of Integration Services presented here. _____



Quote

Illinois | Indiana | Iowa | Michigan | Minnesota | Ohio | Wisconsin
 Remit To: 3300 University Avenue SE, Minneapolis, MN 55414-3326
 (612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424
 www.tierneybrothers.com

Page 1 of 2

Quote #	Date
56141	7/30/2015

Bill To

City of East Bethel
 2241 221st Avenue NE
 East Bethel MN 55011

Ship To

City of East Bethel
 2241 221st Avenue NE
 East Bethel MN 55011

___ Initial if correct or revise accordingly

___ Initial if correct or revise accordingly

Expires	Sales Rep	Contract	Memo
10/28/2015	209 Heidi Harvey	MNS-CPV 21594	A - New Projectors

Qty	Item	Description	Price	Ext. Price
		A - Council Chambers - New Projectors State Contract		
		-----Video Equipment-----		
2	PowerLite Pro G6270W	Epson PowerLite Pro G6270W W/Standard Lens WXGA 6500 Lumen Projector	3,214.80	6,429.60
2	RPA-OW	Milestone Projector Mount Original Style White	138.97	277.94
		-----Other Equipment and Services-----		
1	Custom Cables, Connectors, and Hardware	Custom Package of Hardware	100.00	100.00
1	Services: Design - State Contract	Services: Design - State Contract (Non Construction) Engineering and Project Management Services 6.63 Hours at \$64.00/Hour	424.00	424.00
1	Services - Integration for MN State Contract	State Contract (Non Construction) Installation Services (Non-Union, Non Prevailing Wage; Normal Business Hours). Union and/or Prevailing Wage rate requirement will result in a change order to the client. 9.74 Hours at \$70.00/Hour	682.00	682.00
1	TBIPM1YRWARR	Tierney Brothers, Inc. Premium Warranty Plan - Coverage for one year with preventative maintenance.	399.00	399.00
		* This quotation is for product and services included on the Minnesota State Contract only. * Additional components not available on Contract may be needed for the system to function as designed. * Installation and non contract items provided on separate quotation. The services on this page must be purchased in conjunction with the Integration services on the Contract Release portion of this proposal. * Cabling is a combination of pre-terminated product and bulk cable requiring termination with a specific compression tool. * Manufacturer's warranties only apply to product purchased on State Contract portion of this proposal. * Tierney Brothers, Inc. will assist in any vendor communications to obtain replacements or return product as specified in the Contract. If tax has not been included on this proposal, pricing does not include Minnesota General Sales Tax under Minnesota Statutes Chapter 297A Section 70 "Exemptions for Governments and Nonprofit Groups." Please inform us if this project will be used for taxable purposes.		



Quote

Page 2 of 2

Quote #	Date
56141	7/30/2015

Qty	Item	Description	Price	Ext. Price
		If tax has been included on this proposal, we do not have a tax exempt form on file for your account. Please provide a completed Form ST3, Certificate of Exemption if applicable.		

To accept this quotation, complete the proposal summary page at the end of this document. Please review the terms, conditions and client responsibilities of this proposal in full.

The information contained within this proposal is supplied to you on a confidential basis and is not for disclosure to any organization without written consent of Tierney Brothers, Inc.

This document is subject to the terms and conditions found here: www.tierneybrothers.com/SOTC

Subtotal	8,312.54
Shipping Cost (UPS Ground)	0.00
Tax (MN_EGEB 7.125%)	592.27
Total	\$8,904.81



Quote

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 www.tierneybrothers.com

Page 1 of 2

Quote #	Date
61860	10/29/2015

Bill To

City of East Bethel
 2241 221st Avenue NE
 East Bethel MN 55011

Ship To

City of East Bethel
 2241 221st Avenue NE
 East Bethel MN 55011

___ Initial if correct or revise accordingly

___ Initial if correct or revise accordingly

Expires	Sales Rep	Contract	Memo
1/27/2016	209 Heidi Harvey	MNS-CPV 21594	B - Digital Connectivity Upgrade

Qty	Item	Description	Price	Ext. Price
		B - Council Chambers - Digital Connectivity Upgrade State Contract		
		-----Video Equipment-----		
2	CMA473	XL PLENUM CEILING BOX	110.12	220.24
1	DMPS3-300-C	3-Series® DigitalMedia Presentation System 300	4,830.00	4,830.00
2	DM-RMC-SCALER-C	Crestron Digital Media 8G copper Receiver & Controller	805.00	1,610.00
2	DM-TX-201-C	Crestron Digital Media 8G+ Transmitter 201	747.50	1,495.00
1	VP-426	HDMI/Computer Graphics Video & HDTV ProScale™ Digital Scaler	482.62	482.62
		-----Control System-----		
1	TSW-752-B-S	7" Touch Screen, Black Smooth	920.00	920.00
		-----Other Equipment and Services-----		
1	Cables, Connectors and Hardware	Custom Package of Cables, Connectors and Hardware Including: Universal HDMI Adapter Ring, Multiple lengths of VGA with Audio, HDMI Cables, Display Port to HDMI, Cat5e cable, RJ45 cable, Power Strip, Plenum Digital Media Cable and Connectors, Misc Hardware and Bulk Cabling	1,670.39	1,670.39
1	Services: Design - State Contract	Services: Design - State Contract (Non Construction) Engineering and Project Management Services 30.63 Hours at \$64.00/Hour	1,960.00	1,960.00
1	Services - Integration for MN State Contract	State Contract (Non Construction) Installation Services (Non-Union, Non Prevailing Wage; Normal Business Hours). Union and/or Prevailing Wage rate requirement will result in a change order to the client. 34.74 Hours at \$70.00/Hour	2,432.00	2,432.00
1	Programming and Configuration	Programming and Configuration Completed in the Field or In House 47.34 Hours at \$115.00/Hour Includes 90-day Programming Warranty; allowing for modifications to be made to the initial functionality within this time frame at no charge. Appointment times determined by Tierney Brothers. Changes requested after this time will be billable at standard hourly rates.	5,444.00	5,444.00
1	TBIPM1YRWARR	Tierney Brothers, Inc. Premium Warranty Plan - Coverage for one year with preventative maintenance.	630.00	630.00



Quote

Quote #	Date
61860	10/29/2015

Qty	Item	Description	Price	Ext. Price
		<p>* This quotation is for product and services included on the Minnesota State Contract only.</p> <p>* Additional components not available on Contract may be needed for the system to function as designed.</p> <p>* Installation and non contract items provided on separate quotation. The services on this page must be purchased in conjunction with the Integration services on the Contract Release portion of this proposal.</p> <p>* Cabling is a combination of pre-terminated product and bulk cable requiring termination with a specific compression tool.</p> <p>* Manufacturer's warranties only apply to product purchased on State Contract portion of this proposal.</p> <p>* Tierney Brothers, Inc. will assist in any vendor communications to obtain replacements or return product as specified in the Contract.</p> <p>If tax has not been included on this proposal, pricing does not include Minnesota General Sales Tax under Minnesota Statutes Chapter 297A Section 70 "Exemptions for Governments and Nonprofit Groups." Please inform us if this project will be used for taxable purposes.</p> <p>If tax has been included on this proposal, we do not have a tax exempt form on file for your account. Please provide a completed Form ST3, Certificate of Exemption if applicable.</p>		

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Subtotal	21,694.25
Shipping Cost (UPS Ground)	0.00
Tax (MN_EGEB 7.125%)	1,545.72
Total	\$23,239.97



Quote

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 www.tierneybrothers.com

Quote #	Date
61874	10/30/2015

Bill To

City of East Bethel
 2241 221st Avenue NE
 East Bethel MN 55011

Ship To

City of East Bethel
 2241 221st Avenue NE
 East Bethel MN 55011

___ Initial if correct or revise accordingly

___ Initial if correct or revise accordingly

Expires	Sales Rep	Contract	Memo
1/28/2016	209 Heidi Harvey	Transaction Not Eligible	B - Digital Connectivity Upgrade

Qty	Item	Description	Price	Ext. Price
1	Services - Integration for MN State Contract	<p>B - Council Chambers - Digital Connectivity Upgrade Non Contract</p> <p>Non-Contract Services - This sale is consistent with the "Contract Release Construction Language Modification" associated with the MN State Contract.</p> <p>Non Contract Installation Services - Construction Services by a Contract Vendor ((Non-Union, Non Prevailing Wage; Normal Business Hours). Union and/or Prevailing Wage rate requirement will result in a change order to the client. 8 Hours at \$75.00/Hour</p>	600.00	600.00

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Subtotal	600.00
Shipping Cost (UPS Ground)	0.00
Tax (MN_EGEB 7.125%)	42.75
Total	\$642.75



Quote

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 (612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424
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Page 1 of 2

Quote #	Date
61861	10/29/2015

Bill To

City of East Bethel
 2241 221st Avenue NE
 East Bethel MN 55011

Ship To

City of East Bethel
 2241 221st Avenue NE
 East Bethel MN 55011

___ Initial if correct or revise accordingly

___ Initial if correct or revise accordingly

Expires	Sales Rep	Contract	Memo
1/27/2016	209 Heidi Harvey	MNS-CPV 21594	C - SMART Podium Display

Qty	Item	Description	Price	Ext. Price
		C - Council Chambers - SMART Podium Display State Contract		
		-----Video Equipment-----		
1	SP524-SMP	SMART Podium 24" interactive pen display with SMART Meeting Pro. A 10-seat license of SMART Meeting Pro™ Personal Edition software in addition to SMART Meeting Pro™ 4.0 (room edition). First Year Meeting Pro Software Maintenance SSMY1-SMP required and included when purchasing this product.	3,475.68	3,475.68
1	Corporate Professional Development	Professional Development (Two Training Sessions)	704.00	704.00
		-----Other Equipment and Services-----		
1	Custom Cables, Connectors, and Hardware	Custom Package of Cables, Connectors and Hardware Including: HDMI to DVI, Bulk Cabling and Misc Hardware	372.11	372.11
1	Services: Design - State Contract	Services: Design - State Contract (Non Construction) Engineering and Project Management Services 3.63 Hours at \$64.00/Hour	232.00	232.00
1	Services - Integration for MN State Contract	State Contract (Non Construction) Installation Services (Non-Union, Non Prevailing Wage; Normal Business Hours). Union and/or Prevailing Wage rate requirement will result in a change order to the client. 6.74Hours at \$70.00/Hour	472.00	472.00
1	TBIPM1YRWARR	Tierney Brothers, Inc. Premium Warranty Plan - Coverage for one year with preventative maintenance.	399.00	399.00
		* This quotation is for product and services included on the Minnesota State Contract only. * Additional components not available on Contract may be needed for the system to function as designed. * Installation and non contract items provided on separate quotation. The services on this page must be purchased in conjunction with the Integration services on the Contract Release portion of this proposal. * Cabling is a combination of pre-terminated product and bulk cable requiring termination with a specific compression tool. * Manufacturer's warranties only apply to product purchased on State Contract portion of this proposal. * Tierney Brothers, Inc. will assist in any vendor communications to obtain replacements or return product as specified in the Contract.		



Quote

Quote #	Date
61861	10/29/2015

Qty	Item	Description	Price	Ext. Price
		<p>If tax has not been included on this proposal, pricing does not include Minnesota General Sales Tax under Minnesota Statutes Chapter 297A Section 70 "Exemptions for Governments and Nonprofit Groups." Please inform us if this project will be used for taxable purposes.</p> <p>If tax has been included on this proposal, we do not have a tax exempt form on file for your account. Please provide a completed Form ST3, Certificate of Exemption if applicable.</p> <p>Please note: One or more items on your order may include software.</p> <p>Our vendors require two unique email addresses with different domain names to be submitted with software orders. These email addresses will receive the electronic key codes required to download and install your new software.</p> <p>Please include these two email addresses with your purchase order at the time your order is placed.</p> <p>TBI cannot return/refund/otherwise update orders for software once placed with the vendor.</p>		

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This document is subject to the terms and conditions found here: www.tierneybrothers.com/SOTC

Subtotal	5,654.79
Shipping Cost (UPS Ground)	0.00
Tax (MN_EGEB 7.125%)	352.74
Total	\$6,007.53



Quote

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Page 1 of 2

Quote #	Date
61862	10/29/2015

Bill To

City of East Bethel
 2241 221st Avenue NE
 East Bethel MN 55011

Ship To

City of East Bethel
 2241 221st Avenue NE
 East Bethel MN 55011

___ Initial if correct or revise accordingly

___ Initial if correct or revise accordingly

Expires	Sales Rep	Contract	Memo
1/27/2016	209 Heidi Harvey	MNS-CPV 21594	D - SMART Wall Display

Qty	Item	Description	Price	Ext. Price
		D - Council Chambers - SMART Wall Display State Contract		
		-----Video Equipment-----		
1	SBID8065i-G5-SMP	SMART Board 65" Interactive Display (Gen 5) with SMART Meeting Pro. A 10-seat license of SMART Meeting Pro™ Personal Edition software in addition to SMART Meeting Pro™ 4.0 (room edition). First Year Meeting Pro Software Maintenance SSMY1-SMP required and included when purchasing this product.	7,576.00	7,576.00
1	PNRIWUB	PNRIW WITH PSBUB	477.20	477.20
1	PAC501B	LFP IN WALL	173.05	173.05
1	HD-EXT3-C-W_SY STEM	4K HDMI® over HDBaseT® Extender w/IR & RS-232, White; includes HD-RX3-C-B and HD-TX3-C-W	575.00	575.00
1	Corporate Professional Development	Professional Development (Two Training Sessions)	704.00	704.00
1	Cables, Connectors and Hardware	Custom Package of Cables, Connectors and Hardware Including: HDMI, Display Port to HDMI connector, Plenum Digital Media Cabling, Misc Hardware and Bulk Cabling	841.50	841.50
1	Services: Design - State Contract	Services: Design - State Contract (Non Construction) Engineering and Project Management Services 9.63 Hours at \$64.00/Hour	616.00	616.00
1	Services - Integration for MN State Contract	State Contract (Non Construction) Installation Services (Non-Union, Non Prevailing Wage; Normal Business Hours). Union and/or Prevailing Wage rate requirement will result in a change order to the client. 4.74 Hours at \$70.00/Hour	332.00	332.00
1	TBIPM1YRWARR	Tierney Brothers, Inc. Premium Warranty Plan - Coverage for one year with preventative maintenance.	630.00	630.00
		* This quotation is for product and services included on the Minnesota State Contract only. * Additional components not available on Contract may be needed for the system to function as designed. * Installation and non contract items provided on separate quotation. The services on this page must be purchased in conjunction with the Integration services on the Contract Release portion of this proposal. * Cabling is a combination of pre-terminated product and bulk cable requiring termination with a specific compression tool. * Manufacturer's warranties only apply to product purchased on State Contract portion of this proposal.		



Quote

Quote #	Date
61862	10/29/2015

Qty	Item	Description	Price	Ext. Price
		<p>* Tierney Brothers, Inc. will assist in any vendor communications to obtain replacements or return product as specified in the Contract.</p> <p>If tax has not been included on this proposal, pricing does not include Minnesota General Sales Tax under Minnesota Statutes Chapter 297A Section 70 "Exemptions for Governments and Nonprofit Groups." Please inform us if this project will be used for taxable purposes.</p> <p>If tax has been included on this proposal, we do not have a tax exempt form on file for your account. Please provide a completed Form ST3, Certificate of Exemption if applicable.</p> <p>Please note: One or more items on your order may include software.</p> <p>Our vendors require two unique email addresses with different domain names to be submitted with software orders. These email addresses will receive the electronic key codes required to download and install your new software.</p> <p>Please include these two email addresses with your purchase order at the time your order is placed.</p> <p>TBI cannot return/refund/otherwise update orders for software once placed with the vendor.</p>		

To accept this quotation, complete the proposal summary page at the end of this document. Please review the terms, conditions and client responsibilities of this proposal in full.

The information contained within this proposal is supplied to you on a confidential basis and is not for disclosure to any organization without written consent of Tierney Brothers, Inc.

This document is subject to the terms and conditions found here: www.tierneybrothers.com/SOTC

Subtotal	11,924.75
Shipping Cost (UPS Ground)	0.00
Tax (MN_EGEB 7.125%)	799.48
Total	\$12,724.23



Quote

Illinois | Indiana | Iowa | Michigan | Minnesota | Ohio | Wisconsin
 Remit To: 3300 University Avenue SE, Minneapolis, MN 55414-3326
 (612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424
 www.tierneybrothers.com

Quote #	Date
61879	10/30/2015

Bill To

City of East Bethel
 2241 221st Avenue NE
 East Bethel MN 55011

Ship To

City of East Bethel
 2241 221st Avenue NE
 East Bethel MN 55011

___ Initial if correct or revise accordingly

___ Initial if correct or revise accordingly

Expires	Sales Rep	Contract	Memo
1/28/2016	209 Heidi Harvey	Transaction Not Eligible	D - SMART Wall Display

Qty	Item	Description	Price	Ext. Price
		D - Council Chambers - SMART Wall Display Non Contract		
		Non-Contract Services - This sale is consistent with the "Contract Release Construction Language Modification" associated with the MN State Contract.		
1	IC280A	USB 2.0 CAT5 Extender	377.76	377.76
1	Services - Integration for MN State Contract	Non Contract Installation Services - Construction Services by a Contract Vendor ((Non-Union, Non Prevailing Wage; Normal Business Hours). Union and/or Prevailing Wage rate requirement will result in a change order to the client. 10 Hours at \$75.00/Hour	750.00	750.00

To accept this quotation, complete the proposal summary page at the end of this document. Please review the terms, conditions and client responsibilities of this proposal in full.

Subtotal	1,127.76
Shipping Cost (UPS Ground)	20.00
Tax (MN_EGEB 7.125%)	81.78
Total	\$1,229.54

The information contained within this proposal is supplied to you on a confidential basis and is not for disclosure to any organization without written consent of Tierney Brothers, Inc.

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Quote

Illinois | Indiana | Iowa | Michigan | Minnesota | Ohio | Wisconsin
 Remit To: 3300 University Avenue SE, Minneapolis, MN 55414-3326
 (612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424
 www.tierneybrothers.com

Page 1 of 2

Quote #	Date
61863	10/29/2015

Bill To

City of East Bethel
 2241 221st Avenue NE
 East Bethel MN 55011

Ship To

City of East Bethel
 2241 221st Avenue NE
 East Bethel MN 55011

___ Initial if correct or revise accordingly

___ Initial if correct or revise accordingly

Expires	Sales Rep	Contract	Memo
1/27/2016	209 Heidi Harvey	MNS-CPV 21594	E - Ceiling Doc Cam Replacement

Qty	Item	Description	Price	Ext. Price
		E - Council Chambers - Ceiling Doc Cam Replacement State Contract		
		-----Video Equipment-----		
1	999-3018-000	CeilingVIEW HD-18 DocCAM High Definition ceiling-mounted document camera system using the ClearVIEW HD-18 PTZ Camera	3,130.40	3,130.40
		-----Other Equipment and Services-----		
1	Custom Cables, Connectors, and Hardware	Custom Package of Cables, Connectors and Hardware Including: Bulk Cabling and Misc Hardware	321.00	321.00
1	Services: Design - State Contract	Services: Design - State Contract (Non Construction) Engineering and Project Management Services 6.63 Hours at \$64.00/Hour	424.00	424.00
1	Services - Integration for MN State Contract	State Contract (Non Construction) Installation Services (Non-Union, Non Prevailing Wage; Normal Business Hours). Union and/or Prevailing Wage rate requirement will result in a change order to the client. 6.74Hours at \$70.00/Hour	472.00	472.00
1	Programming and Configuration	Programming and Configuration Completed in the Field or In House 3.11Hours at \$115.00/Hour Includes 90-day Programming Warranty; allowing for modifications to be made to the initial functionality within this time frame at no charge. Appointment times determined by Tierney Brothers. Changes requested after this time will be billable at standard hourly rates.	358.00	358.00
1	TBIPM1YRWARR	Tierney Brothers, Inc. Premium Warranty Plan - Coverage for one year with preventative maintenance.	399.00	399.00
		* This quotation is for product and services included on the Minnesota State Contract only. * Additional components not available on Contract may be needed for the system to function as designed. * Installation and non contract items provided on separate quotation. The services on this page must be purchased in conjunction with the Integration services on the Contract Release portion of this proposal. * Cabling is a combination of pre-terminated product and bulk cable requiring termination with a specific compression tool. * Manufacturer's warranties only apply to product purchased on State Contract portion of this proposal. * Tierney Brothers, Inc. will assist in any vendor communications to obtain replacements or return product as specified in the Contract.		
		If tax has not been included on this proposal, pricing does not		



Quote

Page 2 of 2

Quote #	Date
61863	10/29/2015

Qty	Item	Description	Price	Ext. Price
		<p>include Minnesota General Sales Tax under Minnesota Statutes Chapter 297A Section 70 "Exemptions for Governments and Nonprofit Groups." Please inform us if this project will be used for taxable purposes.</p> <p>If tax has been included on this proposal, we do not have a tax exempt form on file for your account. Please provide a completed Form ST3, Certificate of Exemption if applicable.</p>		

To accept this quotation, complete the proposal summary page at the end of this document. Please review the terms, conditions and client responsibilities of this proposal in full.

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This document is subject to the terms and conditions found here: www.tierneybrothers.com/SOTC

Subtotal	5,104.40
Shipping Cost (UPS Ground)	0.00
Tax (MN_EGEB 7.125%)	363.69
Total	\$5,468.09



Quote

Illinois | Indiana | Iowa | Michigan | Minnesota | Ohio | Wisconsin
 Remit To: 3300 University Avenue SE, Minneapolis, MN 55414-3326
 (612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424
 www.tierneybrothers.com

Quote #	Date
61882	10/30/2015

Bill To

City of East Bethel
 2241 221st Avenue NE
 East Bethel MN 55011

Ship To

City of East Bethel
 2241 221st Avenue NE
 East Bethel MN 55011

___ Initial if correct or revise accordingly

___ Initial if correct or revise accordingly

Expires	Sales Rep	Contract	Memo
1/28/2016	209 Heidi Harvey	Transaction Not Eligible	E - Ceiling Doc Cam Replacement

Qty	Item	Description	Price	Ext. Price
		E - Council Chambers - Ceiling Doc Cam Replacement Non Contract		
		Non-Contract Services - This sale is consistent with the "Contract Release Construction Language Modification" associated with the MN State Contract.		
1	VS-223	Converter, YPbPr Composite to Video	257.27	257.27
1	Services - Integration for MN State Contract	Non Contract Installation Services - Construction Services by a Contract Vendor ((Non-Union, Non Prevailing Wage; Normal Business Hours). Union and/or Prevailing Wage rate requirement will result in a change order to the client. 4 Hours at \$75.00/Hour	300.00	300.00

To accept this quotation, complete the proposal summary page at the end of this document. Please review the terms, conditions and client responsibilities of this proposal in full.

Subtotal	557.27
Shipping Cost (UPS Ground)	15.00
Tax (MN_EGEB 7.125%)	40.77
Total	\$613.04

The information contained within this proposal is supplied to you on a confidential basis and is not for disclosure to any organization without written consent of Tierney Brothers, Inc.

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Quote

Illinois | Indiana | Iowa | Michigan | Minnesota | Ohio | Wisconsin
 Remit To: 3300 University Avenue SE, Minneapolis, MN 55414-3326
 (612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424
 www.tierneybrothers.com

Page 1 of 2

Quote #	Date
61864	10/30/2015

Bill To

City of East Bethel
 2241 221st Avenue NE
 East Bethel MN 55011

Ship To

City of East Bethel
 2241 221st Avenue NE
 East Bethel MN 55011

___ Initial if correct or revise accordingly

___ Initial if correct or revise accordingly

Expires	Sales Rep	Contract	Memo
1/27/2016	209 Heidi Harvey	MNS-CPV 21594	F - Full HD Video Upgrade

Qty	Item	Description	Price	Ext. Price
		F - Council Chambers - Full HD Video Upgrade State Contract		
		-----Video Equipment-----		
1	999-5655-000	ProductionVIEW HD-SDI MV	7,020.00	7,020.00
3	999-9930-000	RoboSHOT 12 HD-SDI	2,682.40	8,047.20
1	999-3028-000	High Definition ceiling-mounted document camera system using the ClearVIEW HD-18 PTZ Camera with added DVI/HDMI Quick-Connect Interface	3,834.00	3,834.00
1	Integration Item	999-5520-022, TeleTouch 22" MultiViewer Touch Screen	1,290.00	1,290.00
1	SMP 351	H.264 Streaming Media Processor 3G SDIwith 3G-SDI Input – 400 GB SSD	4,824.25	4,824.25
1	DSC HD-3G A	HDMI to 3G-SDI Scaler with Audio Embedding	1,029.25	1,029.25
		-----Other Equipment and Services-----		
1	Equipment Rack Accessories	Custom Package of Equipment Rack Accessories	347.06	347.06
1	Custom Cables, Connectors, and Hardware	Custom Package of Cables, Connectors and Hardware	2,022.30	2,022.30
1	Services: Design - State Contract	Services: Design - State Contract (Non Construction) Engineering and Project Management Services 32.63 Hours at \$64.00/Hour	2,088.00	2,088.00
1	Services - Integration for MN State Contract	State Contract (Non Construction) Installation Services (Non-Union, Non Prevailing Wage; Normal Business Hours). Union and/or Prevailing Wage rate requirement will result in a change order to the client. 33.31Hours at \$70.00/Hour	2,332.00	2,332.00
1	Programming and Configuration	Programming and Configuration Completed in the Field or In House 32.23Hours at \$115.00/Hour Includes 90-day Programming Warranty; allowing for modifications to be made to the initial functionality within this time frame at no charge. Appointment times determined by Tierney Brothers. Changes requested after this time will be billable at standard hourly rates.	3,706.00	3,706.00
1	TBIPM1YRWARR	Tierney Brothers, Inc. Premium Warranty Plan - Coverage for one year with preventative maintenance.	990.00	990.00
		* This quotation is for product and services included on the Minnesota State Contract only.		



Quote

Quote #	Date
61864	10/30/2015

Qty	Item	Description	Price	Ext. Price
		<p>* Additional components not available on Contract may be needed for the system to function as designed.</p> <p>* Installation and non contract items provided on separate quotation. The services on this page must be purchased in conjunction with the Integration services on the Contract Release portion of this proposal.</p> <p>* Cabling is a combination of pre-terminated product and bulk cable requiring termination with a specific compression tool.</p> <p>* Manufacturer's warranties only apply to product purchased on State Contract portion of this proposal.</p> <p>* Tierney Brothers, Inc. will assist in any vendor communications to obtain replacements or return product as specified in the Contract.</p> <p>If tax has not been included on this proposal, pricing does not include Minnesota General Sales Tax under Minnesota Statutes Chapter 297A Section 70 "Exemptions for Governments and Nonprofit Groups." Please inform us if this project will be used for taxable purposes.</p> <p>If tax has been included on this proposal, we do not have a tax exempt form on file for your account. Please provide a completed Form ST3, Certificate of Exemption if applicable.</p>		

To accept this quotation, complete the proposal summary page at the end of this document. Please review the terms, conditions and client responsibilities of this proposal in full.

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This document is subject to the terms and conditions found here: www.tierneybrothers.com/SOTC

Subtotal	37,530.06
Shipping Cost (UPS Ground)	0.00
Tax (MN_EGEB 7.125%)	2,674.02
Total	\$40,204.08



Quote

Illinois | Indiana | Iowa | Michigan | Minnesota | Ohio | Wisconsin
 Remit To: 3300 University Avenue SE, Minneapolis, MN 55414-3326
 (612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424
 www.tierneybrothers.com

Quote #	Date
61888	10/30/2015

Bill To

City of East Bethel
 2241 221st Avenue NE
 East Bethel MN 55011

Ship To

City of East Bethel
 2241 221st Avenue NE
 East Bethel MN 55011

___ Initial if correct or revise accordingly

___ Initial if correct or revise accordingly

Expires	Sales Rep	Contract	Memo
1/28/2016	209 Heidi Harvey	Transaction Not Eligible	F - Full HD Video Upgrade

Qty	Item	Description	Price	Ext. Price
		F - Council Chambers - Full HD Video Upgrade Non Contract		
		Non-Contract Services - This sale is consistent with the "Contract Release Construction Language Modification" associated with the MN State Contract.		
1	Integration Item	V-LCD17HR-3G-DT, 17" LCD Desk Top Monitor with 3GSDI Input and Loop Through (1920 x 1080)	273.75	273.75
1	Integration Item	V-LCD17HR-2HDI-DT, 17" LCD Desk Top Monitor with dual HDMI Inputs (1920 x 1080)	892.50	892.50
1	Services - Integration for MN State Contract	Non Contract Installation Services - Construction Services by a Contract Vendor ((Non-Union, Non Prevailing Wage; Normal Business Hours). Union and/or Prevailing Wage rate requirement will result in a change order to the client. 16 Hours at \$75.00/Hour	1,200.00	1,200.00

To accept this quotation, complete the proposal summary page at the end of this document. Please review the terms, conditions and client responsibilities of this proposal in full.

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Subtotal	2,366.25
Shipping Cost (UPS Ground)	40.00
Tax (MN_EGEB 7.125%)	171.45
Total	\$2,577.70



Proposal Terms

Accounting Terms

For installations scheduled to take 30 days or less from the first day on site to the last, Tierney Brothers will invoice the total project in full upon substantial completion. Tierney Brothers reserves the right to bill progressively for installations which are scheduled to take more than 30 days on site. The balance is due Net 30 days from the installation completion date, with 2% interest added to unpaid balance.

Sales Taxes

All applicable sales tax amounts will be charged on the sale of goods or services according to each governing law and remitted to the proper taxing authority. If your organization is tax exempt, please complete an exemption certificate and return to Tierney Brothers.

Proposal Changes

If additional products or services are requested prior to receipt of your signed purchase order or quote proposal, Tierney Brothers will provide an updated quote proposal, including a revised scope. If additional products or services are requested after receipt of your signed purchase order or quote proposal, Tierney Brothers will provide a change request quote with the requested equipment and scope to detail the requested changes for your approval.

Upon receipt of your signed purchase order or quote proposal, Tierney Brothers will proceed with the authorized services and invoice in accordance with the purchase order or quote proposal. Verbal agreements will not be processed until confirmation, in writing, has been received.

There may be a 20% to 30% restocking fee plus freight charges for those items ordered which have to be returned to the manufacturer due to customer request or by change of order. Custom order products and certain product lines not typically carried by Tierney Brothers may not be returned.

NOTICE CONFIDENTIAL INFORMATION - The information in this proposal is proprietary and strictly confidential. It is intended solely for the use of the named parties. If the reader of this proposal is not the intended recipient or the employee or agent responsible to deliver it to the intended recipient, any dissemination, distribution, copying or other use of the information contained in this document is strictly prohibited. If this has been received in error, please notify the responsible party immediately and then delete this proposal from all data storage devices and destroy all hard copies.

Video recording of a Tierney Brothers SMART Certified Trainer or Professional Development session, and copying or distribution of any printed material supplied by Tierney Brothers Inc., is protected content under copyright licensing and can be used only with express permission from Tierney Brothers, Inc. Any video or digital content created during a training session can be used only within the organization paying for such services and cannot be shared online or distributed in any manner.

This quotation is valid for a period of 90 days.

Please initial to acknowledge and authorize the Proposal Terms presented here. _____

Other Terms

Installation Warranty

See specific warranty coverage program outlined in this proposal.

Repair or replacement service for TBI installed consumer grade monitors/displays are subject to manufacturer warranty and service. TBI does offer de-install/re-install assistance for vendor warranty repair or replacement at an additional charge.

Programming Warranty

The programming warranty is 90 days, starting at the commission of the system. Changes or fixes to the system after this time will be billable at our standard service call rates."

Labor Classifications and Assumptions

Unless mutually agreed upon in writing prior to executing this agreement, it is the understanding of both parties that Union and/or Prevailing Wage regulations, specifically those contained in 40 U.S.C. 276a-5, or MN Stat § 177.41-177.44, do not apply to the work to be performed under this contract.

Unless travel charges are specified, this proposal assumes Tierney Brothers, Inc. has local certified, licensed and insured technicians available to complete the integration services. In the event, the job site is located in a geographical area where this does not apply or a specific installation time is requested for which this personnel is not available, additional charges may apply.

All hours for installation are assumed to be between 8am and 5pm (normal business hours) unless specified in this proposal. Request for work outside of normal business hours will be subject to the following increased hourly labor rates:

- Second Shift (3:00pm to 10:00pm) will be billed at one and a half times our standard labor rate.
- Weekend or Holiday hours will be billed at two times our standard labor rate.

Requests for installations outside our normal business hours are subject to approval by the Director of Post Sales Integration.



3300 University Avenue SE
Minneapolis, MN 55414-3326
www.tierneybrothers.com
612.331.5500 ♦ 800.933.7337 ♦ Fax - 612.331.3424

Tierney Brothers Premium Warranty Program
Designed for:
City of East Bethel

Tierney Brothers, Inc. warrants the installation you have purchased from Tierney Brothers, Inc. from defects in materials and workmanship, under normal use, during the One Year Premium Warranty period. Normal use is defined as operating the system within its designed specifications. Included in the One Year Premium Warranty the customer will receive:

- Unlimited Phone Support
- On-site service
- Discounts on Lamps and Accessories
- Preventative Maintenance Check

Preventative Maintenance Check will be completed toward the end of the one year warranty period. The warranty period commences on the date of customer signoff, at the completion of the install by Tierney Brothers, Inc.

During the warranty period, Tierney Brothers, Inc. will first work to resolve any problems by troubleshooting over the phone. If Tierney Brothers, Inc. Support Specialists determine that the issue cannot be resolved over the phone, a Technician will be dispatched to your location(s) within 24 hours (if necessary) of the original call (Monday through Friday 8:00am – 5:00pm, excluding national holidays). Customers outside of a 150 mile radius of Tierney Brothers, Inc. are subject to mileage and trip charges. If service is required after the One Year Premium Warranty period has expired, the customer will be billed at Tierney Brothers, Inc. current labor rates. If the customer has purchased a Tierney Brothers, Inc. Extended Maintenance Agreement, that will commence at the end of the One Year Premium Warranty. If you would like additional information regarding Tierney Brothers, Inc. Extended Maintenance Agreements, please contact your Tierney Brothers, Inc. Sales Representative at 612-331-5500.

Obtaining Warranty Service

To obtain warranty service, you must contact a Tierney Brothers, Inc. Support Specialist at 612-331-5500 or by email at techservice@tierneybrothers.com. The model and serial number on failed equipment may be required when requesting warranty service (if applicable). The customer will be required to describe the nature of the failure, and may be required to perform other failure identification or isolation activities while working with the Support Specialist over the phone. An on-site visit will be performed only if it is deemed by Tierney Brothers, Inc. Support Specialists that the issue can't be resolved over the phone.

Obtaining Your Preventative Maintenance Check

Schedule your preventative maintenance appointment online by visiting the following page and registering for an available time slot on the right hand side:

<http://www.tierneybrothers.com/training/29213/PreventativeMaintenanceCheck-PremiumWarrantyHolders.aspx>

When scheduling your preventative maintenance check please make sure to follow the requirements for scheduling. If you have any questions or would rather contact a support specialist, please call 612-331-5500, Option 2. You can also email our support specialists at techicalservice@tierneybrothers.com if you have questions.

Limitations of coverage

The following items are excluded from coverage under the warranty:

- a. Equipment that has been removed or reinstalled in a different location
- b. Damage or other equipment failure due to causes beyond our control including, but not limited to, operator negligence, the failure to maintain the equipment according to the owner's manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, acts of war or acts of God.
- c. Any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used.
- d. Premium Warranty covers all hardware related failures. Network or software related failures are not covered under Tierney Brothers, Inc. Premium Warranty.



3300 University Avenue SE
Minneapolis, MN 55414-3326
www.tierneybrothers.com
612.331.5500 ♦ 800.933.7337 ♦ Fax - 612.331.3424

*Tierney Brothers Premium Warranty Program
Designed for:
City of East Bethel*

- e. Operational or mechanical failure which is not reported prior to expiration of this contract.
- f. Equipment where the serial plate attached to the equipment is removed, defaced or made illegible.
- g. Damage resulting from unauthorized repair, software virus, improper electrical wiring and connections.
- h. Existing Owner Furnished equipment.
- i. Lift and Scaffolding rental is not included.

This maintenance contract refers to:

**Council Chambers Update
9300**

I have read, understand and agree to the above terms and conditions per the plan elected.

Authorized Signature: _____

Date: _____



3300 University Avenue SE
Minneapolis, MN 55414-3326
www.tierneybrothers.com
612.331.5500 ♦ 800.933.7337 ♦ Fax - 612.331.3424

*Tierney Brothers Warranty Coverage Program
Designed for:
City of East Bethel*

Tierney Brothers, Inc. prides itself on providing the best service possible to our customers. At Tierney Brothers, your success is our responsibility. When we integrate a solution for your equipment needs, we not only supply the product, we supply quality installation and service.

- Standard One Year Warranty Included
One Year Warranty Includes: Unlimited service calls - up to a 48 hour response time.

During a non-scheduled service call, our technicians will evaluate the problem and complete repairs on site if possible. If any parts are required to repair your equipment, an estimate of product pricing will be given before work begins. Under certain circumstances, equipment may need to be brought back to our facility for repair.

Maintenance Program Terms and Conditions

If any equipment, cabling or accessories are physically damaged from accidents, natural disaster, misuse, abuse, attempted service by a non-qualified technician or if the system configuration does not match the as built drawings, it will be void from coverage. Under these circumstances it will be the customer's financial responsibility for repair or replacement. Additional charges for lift rental, scaffolding or other supplemental equipment will apply if such equipment is required for equipment access. If the service technician determines the problem is the result of user error, rather than equipment malfunction, additional charges may be applied.

All manufacturer warranties covering parts and labor will be honored under this maintenance contract.

System installations carry a warranty for a period of one year. The contract start is effective from project invoice date. If a maintenance plan is written for an existing room, the contract invoice date is the effective start date of contract.

If any of the equipment or system components are removed from the premises, they will become void of coverage and become the financial responsibility of the customer if damage occurs.

Service and support is limited to Monday through Friday, 8:00 AM to 5:00 PM central standard time, excluding national holidays.

This maintenance contract refers to:

**Council Chambers Update
9300**

I have read, understand and agree to the above terms and conditions per the plan elected.

Authorized Signature: _____

Date: _____

Plan Type: _____



3300 University Avenue SE
 Minneapolis, MN 55414-3326
 www.tierneybrothers.com

City of East Bethel
 Council Chambers Update
 9300

Proposal Summary

*Please Initial to Accept or Decline
 Please Acknowledge All Proposals
 Accept Decline*

<u>Council Chambers - New Projectors</u>			
State Contract Total:	\$	8,904.81	
Non Contract Total:	\$	-	
Proposal Total:	\$	8,904.81	_____
<u>Council Chambers - Digital Connectivity Upgrade</u>			
State Contract Total:	\$	23,239.97	
Non Contract Total:	\$	642.75	
Proposal Total:	\$	23,882.72	_____
<u>Council Chambers - SMART Podium Display</u>			
State Contract Total:	\$	6,007.53	
Non Contract Total:	\$	-	
Proposal Total:	\$	6,007.53	_____
<u>Council Chambers - SMART Wall Display</u>			
State Contract Total:	\$	12,724.23	
Non Contract Total:	\$	1,229.54	
Proposal Total:	\$	13,953.77	_____
<u>Council Chambers - Ceiling Doc Cam Replacement</u>			
State Contract Total:	\$	5,468.09	
Non Contract Total:	\$	613.04	
Proposal Total:	\$	6,081.13	_____
<u>Council Chambers - Full HD Video Upgrade</u>			
State Contract Total:	\$	40,204.08	
Non Contract Total:	\$	2,577.70	
Proposal Total:	\$	42,781.78	_____
Project Total:	\$	101,611.74	_____

*Project total if all proposals are accepted.

The undersigned authorizes Tierney Brothers to proceed in accordance with the proposal including options elected and agrees as a representative of the client to be responsible for payment.

By signing below, the client has read and understands the scope of services and agrees to the client responsibilities and conditions.

Client's Name: _____

Authorized Signature: _____

*Client's Email Address: _____

*Client's Email Address: _____

Date: _____

*Please note, one or more items on your quote may include software. Our vendors require two unique email addresses with different domain names to be submitted with software orders. These email addresses will receive the electronic key codes required to download and install your new software. Please include these two email addresses with your purchase order at the time your order is placed.

Retail Sales Agreement



AVI Systems Inc., 9675 West 76th Street, Suite 200, Eden Prairie, MN, 55344 | Phone: (952)949-3700, Fax: (952)949-6000

Proposal Number: 719636
Prepared For: City of East Bethel
Attn: Jackie Campbell

Proposal Date: December 07, 2015

Council Chamber Complete

Prepared By: STEFAN PETRASHEK
Phone: (952)949-6043
Email: stefan.petrashkek@avisystems.com

BILL TO

Attn: Jackie Campbell
City of East Bethel
2241 221st Avenue Northeast
East Bethel, MN, 55011
Email: jackie.campbell@ci.east-bethel.mn.us
Customer Number:COE003

SITE

Attn: Jackie Campbell
City of East Bethel
2241 221st Avenue Northeast
East Bethel, MN, 55011
Email: jackie.campbell@ci.east-bethel.mn.us

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	\$73,224.74
Integration	\$26,477.09
PRO Support	\$20,938.00
Shipping & Handling	\$1,701.00
Tax	\$0.00
Grand Total	\$130,029.18
Grand Total w/ Pro Support	\$101,402.83

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 30 days and may be locked in by signing this Retail Sales Agreement.1313

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of CASH. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
 NW8393 PO Box 1450
 Minneapolis, MN 55485-8393

If Payment Method is ACH Include: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the [AVI General Terms & Conditions](http://www.avisystems.com/AVITermsOfSale.pdf) (which can be found at www.avisystems.com/AVITermsOfSale.pdf) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

 Company

 Signature

 Printed Name

 Date

AVI Systems, Inc.

 Company

 Signature

 Printed Name

 Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

SERVICES TO BE PROVIDED

INTEGRATION SERVICES

INTEGRATION SCOPE OF WORK

A. SUMMARY: East Bethel's City Hall requires an update to their audio visual system. The existing system was installed in 2007 and received a Cablecast upgrade in 2012.

B. SYSTEM DESCRIPTION:

Council Chambers

- **Functionality Description:** City meetings and hearings held in this space.
- **Displays:**
 - (2) Hitachi CP-X444 projectors & (2) Da-Lite electric drop down screens.
- **Source Devices:**
 - OFE room-dedicated PC located beneath the credenza in the middle of the room.
 - Current projectors are VGA connection, the new system should support both
- **Audio:**
 - (6) in-ceiling Klipsch IC5T speakers
 - Crown 180A amplifier located in equipment room
- **Switching:**
 - System has Crestron control unit in equipment room
- **Controls:**
 - System has Crestron control unit located in equipment closet.
 - The control panel is used for on/off and input selection
- **Equipment Location:**
 - All equipment is located within the control room

C. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment *AVI Systems not responsible for building related vibrations
- Installation of ceiling mounted projection screen
- All millwork (moldings, trim, cut outs, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted lifts and scaffolding are not included

D. Construction Considerations:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

E. NOTICE: This Scope of Work is delivered on the basis of the following Assumptions:

- The room(s) match(es) the drawings provided
- Site preparation by the Customer and their contractors includes electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.

- In the event of any arrival to site that AVI Systems is not able to execute work and definable progress, the Customer will be charged a **\$250.00 Mobilization Fee** to offset the lost time due to the lack of readiness. The Mobilization Fee will be presented as a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling is to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. Integration Project Management Processes

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition

G. Knowledge Transfer (Training)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

H. AVI Systems, Inc. Integration Services Responsibilities

AVI Systems, Inc. will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility of the equipment integration.
- Provide systems configuration, checkout and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to insure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and "as built" system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. Customer Integration Services Responsibilities

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of ceiling mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems, Inc. personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

SYSTEM SUPPORT

SYSTEM SUPPORT SERVICES TO BE PROVIDED

System Recertification

- Provides services to perform two on-site scheduled recertification sessions per year using AVI Systems, Inc.'s "System Recertification Checklist and Record".

Training

- Provides unlimited on-site operator training to assure any new and/or existing system users understand the system functionality.

Asset Tracking

- Provides informational management of the system's individual electronic components
- Provides reporting of description, model, serial numbers, in-service dates, and physical location

Systems Support

- Provides Priority Support by phone (within 2 business hour response time on 5x9 basis)
- Provides Priority Support onsite (within 8 business hour response time on a 5x9 basis, Mon – Fri / 8am – 5pm local time) to perform troubleshooting to localize and diagnose faults where the onsite location is within 60 miles of an AVI Service Center
- Provides repair or replacement of faulty equipment - excluding Obsolete Equipment (defined below)
- Provides materials and repair parts - excluding Consumables (defined below)
- Provides Software Updates
- Provides Loaner Equipment including table top projectors and flat screen monitors under 50"
- Provides for recycling of equipment covered in a system or consumables with no additional fees
- Includes coverage for shipping to/from manufacturer for equipment sent to for warranty diagnosis, repair or exchange

SYSTEM SUPPORT DEFINITIONS

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables and Obsolete Equipment.

Priority Support – Means all work under AVI support agreements with Customers is scheduled ahead of any other on-demand work and will be provided within 2 hour or 8 hour response times as indicated within the Agreement.

Recertification – Means AVI personnel performing the necessary cleaning, adjustments, functional tests, and replacement of parts to keep the equipment in good and efficient operating condition. Any repairs or operating instructions will be done at this time.

Remote Diagnostics – Means a service whereby remote calls made to communications and terminal equipment via Customer provided analog line or IP connection to determine network and/or board-level failures and remedies. Only available where equipment is capable and configured by AVI to provide same.

Consumables – Means parts such as recording media, batteries, projection lamps and diskettes. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Loaner Equipment – Defined as table top LCD projectors and flat screen monitors under 50". Table top projectors are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.

Software Updates – Defined as revisions of existing software which provide maintenance to correct software errors and are provided at no charge by the manufacturer. Software and features which require additional licensing are not included under this Agreement.

SYSTEM SUPPORT TERMS

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. AVI reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where AVI is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an AVI technician or other person authorized by AVI, without AVI prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if AVI determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lightning, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to AVI Systems General Terms and Conditions of Sale.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
Equipment					
TESIRA SIC-4	BIAMP SYSTEMS	Tesira 4 channel mic/line input card	4	\$218.52	\$874.08
TESIRA SOC-4	BIAMP SYSTEMS	Tesira 4 channel mic/line output card	3	\$192.59	\$577.77
EXT-HDVGA-3G-SC	GEFEN	Gefen HD & VGA-3GSDI Scaler / Converter	1	\$346.46	\$346.46
999-9907-000	VADDIO	RoboSHOT 12 QCCU System	3	\$4,561.73	\$13,685.19
HA5-R0	AJA	HDMI to HD-SDI Video and Audio	1	\$319.44	\$319.44
999-5700-000	VADDIO	ProductionVIEW Precision Camera Controller	1	\$1,971.60	\$1,971.60
AS242W-BK	NEC DISPLAY	AccuSync AS242W-BK, 23.6" Widescreen LED Backlit LCD monitor, 1920 X 1080, NaViSet, Digital / Analo	4	\$199.00	\$796.00
PTRZ470UK	PANASONIC	Panasonic PTRZ470UK HD 3500 Lm Proj	2	\$3,841.98	\$7,683.96
RPMAU	CHIEF	UNIVERSAL RPMA	2	\$182.22	\$364.44
CMA443	CHIEF	CMA440 AND CMS003	2	\$104.44	\$208.88
HI5-R0	AJA	HD/SD-SDI to HDMI	6	\$319.44	\$1,916.64
DRM-R0	AJA	Mini-Converter rackmount frame	1	\$546.30	\$546.30
PRO3	CRESTRON	3-Series Control System®	1	\$3,086.42	\$3,086.42
TSW-750-B-S	CRESTRON	7" Touch Screen, Black Smooth	1	\$864.20	\$864.20
TSW-750-TTK-B-S	CRESTRON	Tabletop Kit for TSW-750 & TSW-752, Black Smooth	1	\$123.46	\$123.46
MMB-2X2C	MIDDLE ATLANTIC	MON MT,2X2,CHROME POLE	1	\$554.17	\$554.17
LD-6430PS-RA	MIDDLE ATLANTIC	64"LCD DSK A-BAY,PS,30,RT	1	\$1,485.99	\$1,485.99
1604VLZ4	MACKIE	MACKIE 16 CHANNEL COMPACT	1	\$799.58	\$799.58
TESIRA SERVER-IO	BIAMP SYSTEMS	Tesira DSP server with up to 48 channels of I/O, 1 DSP-2 card (2 additional DSP-2 cards can be adde	1	\$4,148.15	\$4,148.15
FS1-R1	AJA	HD/SD frame sync & converter	1	\$3,236.11	\$3,236.11
CNX-B2B	CRESTRON	Designer Keypad, 2-Buttons, Black Textured; includes 1-gang faceplate	1	\$222.22	\$222.22
SR-HD2500US	JVC	BLU-RAY DISC & HDD RECORDER w/HDSDI	1	\$3,456.79	\$3,456.79
BPIX 5	BROADCAST PIX	Fluent Keyboard	1	\$288.22	\$288.22
BPIX 1000	BROADCAST PIX	1000 Control Panel	1	\$5,857.18	\$5,857.18
BPIX MC-DT	BROADCAST PIX	HD switcher with 8 HD/SD SDI inputs and 3 keys	1	\$16,511.49	\$16,511.49
DM1612F	LECTROSONICS	DIGITAL MATRIX AUDIO PROCESSOR, 16 IN, 12 OUT, FAN COOLING	1	\$3,300.00	\$3,300.00
Sub-Total: Equipment					\$73,224.74
Engineering & Integration					
Engineering & Drawings					\$4,896.72
Project Management					\$2,738.38
Programming					\$6,598.33
On Site Integration					\$7,293.66
Travel & Integration Materials					\$4,950.00
Subtotal: Engineering & Integration					\$26,477.09
Total:					\$99,701.83

OPTIONAL PRO SUPPORT:

See terms of agreement above

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSA3YR	AVI SYSTEMS	3 Year System Support Agreement	1	\$20,938.00	\$20,938.00

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

- 1. Changes In The Scope of Work** – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.
- 2. Ownership and Use of Documents and Electronic Data** – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.
- 3. Proprietary Protection of Programs** – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI' know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.
- 4. Shipping and Handling and Taxes** – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.
- 5. Title** – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.
- 6. Security Interest** – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI
- 7. Risk of Loss or Damage** – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.
- 8. Receiving/Integration** – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.
- 9. Equipment Warranties** – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.
- 10. General Warranties** – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and

(iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN. AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. Indemnification – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.

12. Remedies – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

13. Limitation of Remedies for Equipment – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

14. Limitation on Liability – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

15. No Consequential Damages – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

16. Acceleration of Obligations and Default – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

17. Choice of Law, Venue and Attorney's Fees – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

18. General – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

19. Confidentiality. The term “Confidential Information” shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party’s similar information.

20. Nonsolicitation - To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party’s executive employees or employees who are key to such Party’s performance of its obligations under this Agreement (“Covered Employees”). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

21. Price Quotations and Time to Install – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the “Prepared Area”) Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

22. Price Quotations – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.



City of East Bethel City Council Work Meeting Agenda Information

Date:

February 22, 2016

Agenda Item Number:

Item 5.0

Agenda Item:

Proposed Business Relocation to 237th Ave. and Hwy. 65

Requested Action:

Review and comment on the proposed relocation of CST to East Bethel

Background Information:

As we have previously discussed, businesses that have recently inquired as to locating in the City are those that are primarily distribution/service facilities that require substantial amounts of outdoor storage space and are attracted to the lower land costs in East Bethel as compared to the more developed areas of the Twin Cities Metro region. Due to these factors, these types of business have been and will be attracted to the City for the near future.

CST, a producer and distributor of wood mulch and packager and distributor of water softener salt, has selected East Bethel as its preference for a relocation of their facility located in Elk River and Rogers. They are proposing to construct approximately 30,000-40,000 SF of office, warehouse and dyeing and bagging space on the Mike Wyatt property at 237th and Hwy 65. They need 40 acres, generate 30+ truck trips per day and have 52 employees. The majority of the acreage would be used for mulch stockpiles and storage of packaged mulch and salt. They would not process trees into mulch but would ship this material to and dye the mulch on site. There are no zoning issues with this site but land use, visual impact and environmental issues need to be addressed should this proceed.

CST's proposed business use as a production, distribution and warehouse facility is consistent with the zoning for the site at 237th Ave. and Hwy. 65. However, City Code Appendix A, Zoning, Section 4, Article 12, requires a site plan review prior to the issuance of any building permits to ensure safe, functional and attractive development. This plan will be submitted to the Planning Commission and the City Council for approval should CST purchase the site and apply for building permits. CST is seeking an indication from the City as to both the receptiveness of their operation and the requirements that may be imposed as part of a site review plan approval.

This proposed business would provide the following benefits to the City as outlined in Attachment 2.

Questions and concerns relating to the relocation of CST to East Bethel include but are not limited to the following:

- From a City perspective the amount of land we have available for industrial sites is limited. We have one contiguous zone on the east side of Hwy. 65 between 237th and 245th Ave that contains 308 acres of developable land. There are approximately 25 other parcels ranging in size between 1.5 to 18 acres of undeveloped light industrial zoned property throughout the

remainder of the Corridor. With only this amount of industrially zoned land, it is essential that we attempt to maximize the number of jobs per acre to achieve our growth goals. CST's proposal would generate approximately 1 to 1.25 jobs per acre. Normally, it is reasonable to expect 5 to 10 jobs per acre from manufacturing activities. CST's proposal to initially purchase 40 acres and potentially acquire an additional 20 acres would constitute 20% of the available property within the area that serves as the City's Industrial Park area ;

- Visual Impact upon the immediate neighborhood and the consequences that this influence may have on the future location of other light industrial facilities in the area between 237th and 245th Ave. on the east side of Hwy. 65 needs to be discussed and evaluated.
- Environmental Issues including but not limited to groundwater drawdown, treatment of dying effluent, stormwater runoff, noise, odors, and control of site debris are matters that still have not been thoroughly addressed.
- Traffic Issues relating to truck impact on 237th Ave, entrance locations and potential stacking issues, peak traffic concerns, need for by-pass lanes or need for right in right outs will require additional information.
- Value of the Relocation regarding the number of new jobs, potential for expansion on the site, number of employees that work from the facility, tax revenues less fiscal disparities and tax valuation of site improvements need to be included in the benefit analysis of the relocation from the City standpoint.

Attachments:

1. Photos of CST Elk River Operations
2. CST Fact Sheet
3. Location Map
4. Site Plan

Fiscal Impact:

To be determined

Recommendation(s):

Staff is requesting a recommendation to City Council regarding this matter.

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

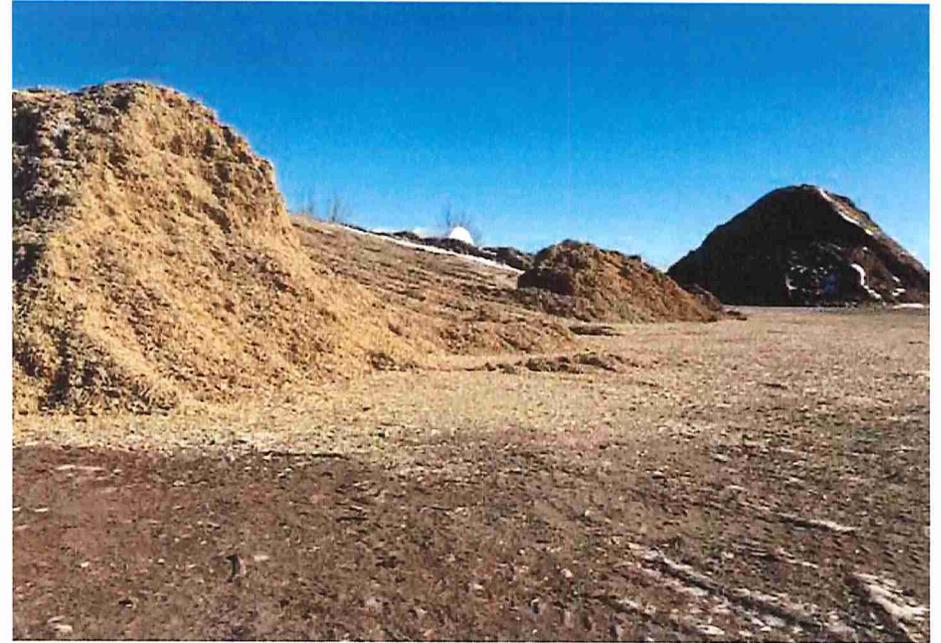
Vote No: _____

No Action Required: _____

CURRENT LOCATION



MULCH PILE



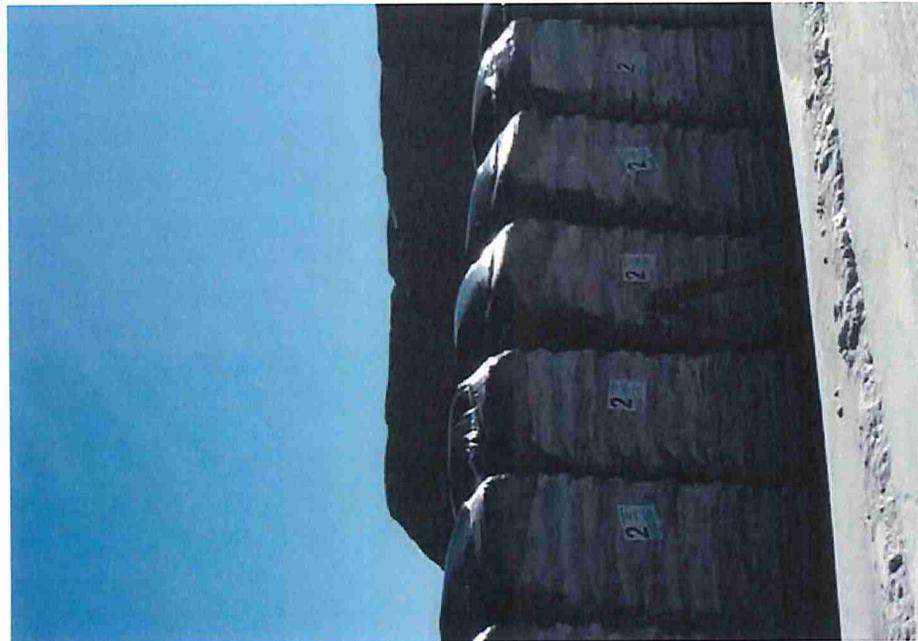
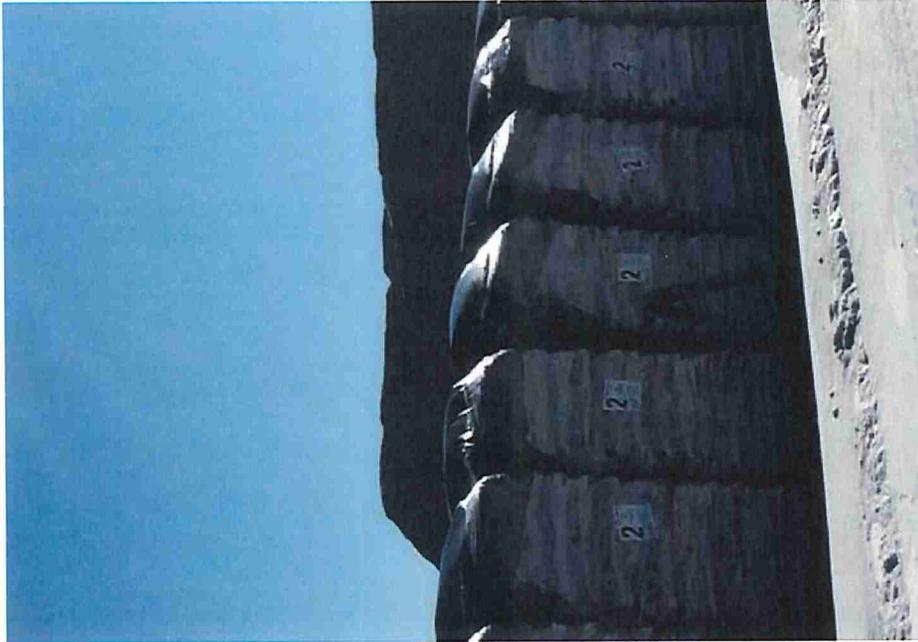
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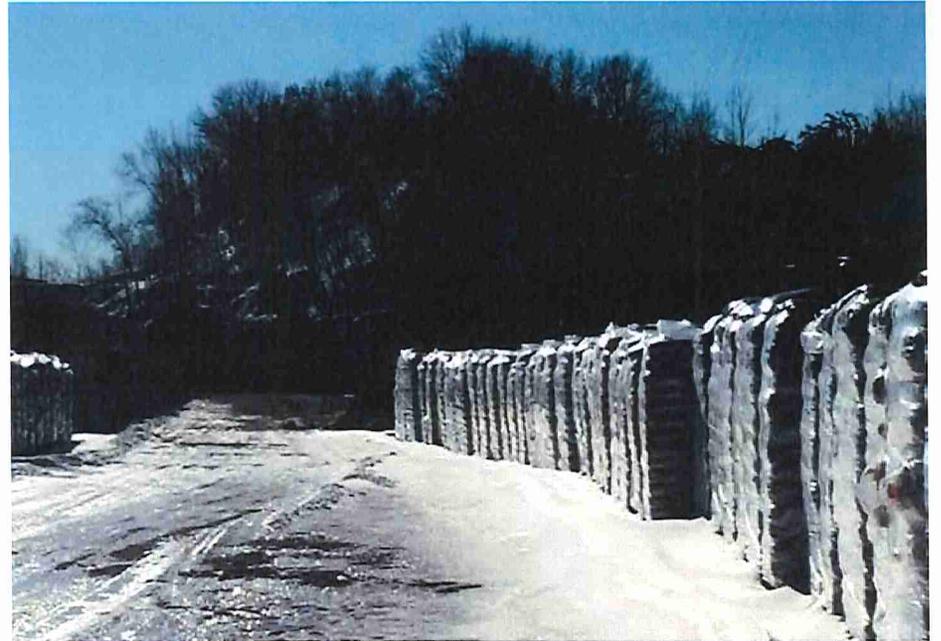
DIE MACHINE



MULCH PALLETS



MULCH YARD



VIEWS OF MULCH YARD





WAREHOUSE

CST COMPANIES, LLC

CST Distribution, LLC, operating since 1/2011, and CST Transportation, Inc., operating since 2/2012, are owned by Chad & Megan Toft. Chad has worked in the distribution and trucking industries since 1996 and he has been involved in the mulch industry since 1997. Megan has worked in the staffing/ HR industry since 1994. Opening CST Distribution & Transportation has been an easy progression for Chad with his history in the industries and he runs all operations. Megan's background in Human Resources and Finance/Accounting has made it good partnership. She runs all financial/purchasing/HR and customer service operations. 2015 combined Gross Revenues were \$14 million.

CST Distribution

CST Distribution, LLC is a Wholesale Distributor of Softener Salt, Mulch, Ice Melt, Firewood, Washer Fluid and Bottled Water and also a Contract Packager of primarily Mulch and Soils. Our distribution facility is located in Rogers, MN and our bagging facility operates in Elk River, MN.

We serve a diverse customer base, including roughly 2,500 C-Stores, grocery stores, quick lubes, manufacturing plants, car washes, lawn/garden stores and hardware stores. We currently serve Minnesota, Wisconsin, North Dakota, South Dakota, Iowa & Michigan. Some of our larger customers include: SuperAmerica, Holiday Station Stores, Menards, Patio Town, Hedberg, Cub Foods, Home Depot and HyVee.

- 9 FT Employees, 12 Seasonal (March 1st thru Dec 23rd), 1 PT Mechanic
- Office wages: \$45k – 60k, depending on position (Customer Service – Office Manager)
- Mechanic wages: \$20 per hour
- Mulch wages: \$37k – 60k, depending on position (Yard asst. – Shift Supervisor – Yard Foreman)
- Mulch Labor wages: \$12-14 (1st shift) \$14-16 (2nd shift) (Labor – Forklift)
- 1st shift: M-F 7am to 3:30pm with some overtime in the spring loading trucks on Saturday to ship to Home Depot/Menards. Supervisors start at 6:30am (startup machines & load/unload trucks)
- 2nd shift: M-TH 4pm to 2:30am
- Office hours: M-F 8am to 5pm with shorter hours in the winter, closing at 4pm.
- Expansion

CST Distribution has grown by 20% yearly, since starting in 2011. We are over capacity at our current facility and can't accommodate any further growth on either the Mulch or Distribution sides. In order to continue the growth with Mulch, acreage is needed to store pallets in the winter and stock additional raw materials in the winter. On the distribution side we have opportunity for expansion of our Softener Salt business but need the additional warehouse space for stocking. We have added one automated bagging machine for Mulch packaging and would like to add a 2nd line for growth, along with a 3rd line for Softener Salt and Ice Melt bagging in the future.

CST Transportation

CST Transportation, Inc. is a Local/Regional Transport Trucking Company, specializing in forklift mounted flatbed trucks, with occasional over the road capabilities. The current location is in Rogers, MN. We currently serve the upper Midwest with occasional over the road to the East Coast. Some of our larger

customers include: Cemstone (Twin City Concrete), Morton Salt, North American Salt, Menards, Home Depot, Progressive Rail, Timber Products, Forest Specialties, Patio Town & Pipe Fabricators.

- 4 FT Office Employees, 1 FT Mechanic, 1 FT Warehouse employee, 27 FT Drivers
- Office wages: \$31k - \$55k, depending on position (Dispatch Asst. – Dispatcher)
- Mechanic wages: \$60k – 75k, depending on overtime
- Warehouse wages: \$15 – 16 per hour, forklift operator
- Drivers: \$55k - \$75k depending on driver
- Office hours: M-F 7am to 4pm
- Driver/Mechanic/Warehouse hours: Drivers start leaving as early as 4:30am, depending on delivery times and as late as 8am. They come back anywhere from 2pm to 9pm.
- Expansion
CST Transportation has been adding 3-4 trucks per year, since opening in 2012. We are over capacity at our current facility and can't accommodate any further growth due to lack of space for truck & trailer parking. Not all 27 trucks park at our facility, some drivers keep at rented spaces around metro (closer to their residence) or at their residence if meets city requirements. Currently only 14 park at our facility.

Summary

- 42 Full-Time employees, 12 Seasonal employees, 1 Part-time employee
- Wages range from \$31k - \$75k, depending on position
- Hours of operation: vary depending on position and time of year
- Expansion plans:
 1. Mulch growth of 10-15% per year
 2. Opportunity to grow palletized Softener Salt business if space is acquired
 3. Opportunity for additional bagging capabilities if space is acquired
 4. Retail Center located where old house is
 5. Would need 2nd location with rail access
 6. Add 3-4 drivers per year
 7. Add 1 Salesperson and 1-2 Customer service employees
 8. Add 1 Full-time 2nd shift Mechanic and 1-2 Warehouse Forklift drivers
 9. Would like to acquire 20 acres to the North for future expansion
- Screening: Berm running the perimeter of 237th & behind Coopers Corner - see attached site drawing
- Runoff: 2 ponds built for runoff – see attached rough site drawing
- Right of way on Davenport: CST is ok with Right of way on Davenport for future road, 80 ft. easement

Timeline

- Property: Purchase agreement is finished and will close upon final approval from City of East Bethel
- Construction: Would commence immediately upon final approval from City of East Bethel
- Partial Occupancy needed by 8/1/16, Bagging facility must move by then as there is only one chance to move per year. We start bagging for next season during the month of August.
- 2nd building is estimated to be done at the same time or within 30 days. Total move by 11/1/2016 at latest.

CST site



1 in = 376 ft



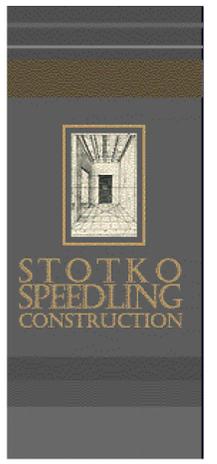
5 February 5, 2016

Map Powered by DataLink from WSB & Associates

CST DISTRIBUTION, LLC

EAST BETHEL, MN

CONCEPT PLAN



LEGEND:

-  EXISTING BOUNDARY
-  PROPOSED BITUMINOUS PAVEMENT
-  PROPOSED GRAVEL SURFACE



GRAPHIC SCALE

