City of Biddeford

Finance Committee

August 06, 2018 5:00 PM Council Chambers

1. **Call to order**
2. **Approval of the Minutes**
   - 2.1. July 17, 2018 Finance Committee Meeting Minutes
     7-17-2018 Finance Committee Minutes.rtf
3. **Signing of the expenditure warrant**
4. **Discussion/Approval**
   - 4.1. Purchase of 3/4 Ton Pickup Truck w/Plow/Arundel Ford
     8-07-2018 4x4 3 Quarter Ton Pickup Truck Purchase-ORDER.docx
     8-07-2018 4x4 3 Quarter Ton Pickup Truck-BIDS.docx
   - 4.2. Purchase of One Ton Dump Truck w/Plow/O'Connor Motor Sales
     8-07-2018 4x4 One Ton Pickup Truck Purchase-ORDER.docx
     8-07-2018 4x4 One Ton Pickup Truck - BIDS.docx
   - 4.3. Purchase of Fence for Perimeter of Clarifier at the Wastewater Treatment Plant
     8-06-2018 Fence for Clarifier at WWTP.pdf
5. **Other Business**
6. **Adjournment**

City of Biddeford
Finance Committee Meeting Minutes
July 17, 2018

The meeting was called to order at 5:00 pm by the Chair, Council President John McCurry.

Present: Chair, Council President John McCurry, Mayor Alan Casavant, Councilor Stephen St. Cyr, Councilor Mike Ready, City Manager James Bennett, Finance Director Cheryl Fournier, and City Clerk Carmen Morris.

Adjustment to the Agenda
No adjustments to the agenda.

Approval of Minutes
Motion by Councilor Ready to approve the Minutes of June 19, 2018, seconded by Councilor St. Cyr.
Vote: unanimous.
Motion carried 4-0.

The expenditure warrant was available for review and signature.

Discussion/Approval

Purchase of Wash Presses for Wastewater Treatment Plant/Headworks, Inc.
Motion by Councilor Ready to recommend the purchase of the Wash Presses from Headworks, Inc., seconded by Councilor St. Cyr.
Vote: unanimous.
Motion carried 4-0.

Purchase of (2) Police Cruisers/Arundel Ford
Motion by Councilor Ready to purchase two (2) cruisers from Arundel Ford, seconded by Councilor St. Cyr.

Discussion: Assistant Public Works Director, Carl Marcotte, presented the item and noted two vehicles being replaced will be used as trade-ins.

Vote: unanimous.
Motion carried 4-0.

Recording of Interview Rooms at Police Department
Motion by Councilor Ready to recommend the purchase of recording equipment for the Police Department Interview Rooms, seconded by Councilor St. Cyr.

Discussion: Police Chief, Roger Beaupre, presented the item recommending the Committee go with WatchGuard with an amount up to $22,948.00.

Motion by Councilor Ready to go with WatchGuard for the purchase, seconded by Councilor St. Cyr.

Vote: unanimous.
Motion carried 4-0.

Contract with J. Pratt Company/Lincoln Street Improvement Project - Phase II
Motion by Councilor Ready to recommend the contract with J. Pratt Company for Phase II of the Lincoln Street Improvement Project, seconded by Councilor St. Cyr.

Vote: unanimous.
Motion carried 4-0.

Reconsideration: Sewer Fees Abatement - 206 Elm Street - DJM Enterprises
No motion was made, item dies.

Award of Contract for On-Call Parking Structure Administrative Review Services
Motion by Councilor Ready to recommend the award of a contract for On-call Parking Structure Administrative Review Services, not to exceed $50,000.00, seconded by Councilor St. Cyr.

Discussion: City Manager, James Bennett, presented the item.

Vote: 3 In favor, 1 opposed (Councilor McCurry opposed).
Motion carried 3-1.

Other Business
No other business.

Motion to adjourn made by Councilor Ready, seconded by Councilor St. Cyr.
Vote: unanimous.
Motion carried 4-0.
Adjourned at 5:17 pm.

2018.82 **IN BOARD OF CITY COUNCIL...........AUGUST 7, 2018**

BE IT ORDERED, that the City Manager be authorized to purchase a 2019 Ford F-250 pickup as per bid of July 27, 2018 (the “Equipment”) from Arundel Ford (the “Vendor”) and may pay the Vendor an amount not to exceed $33,592.00 (before discounts valued at $4,000.00) for the Equipment as follows:

1. The City of Biddeford expects to incur debt to reimburse expenditures to pay the cost of the Equipment;

2. The City of Biddeford reasonably expects that the maximum principal amount of the debt, including for reimbursement purposes, is $33,592.00;

3. The City Manager, on behalf of the City of Biddeford, is authorized to enter into a lease purchase, loan or other financing agreement for the Equipment provided that (a) the principal amount of such agreement will not exceed $33,592.00, (b) the term of such agreement will not exceed one hundred and twenty (120) months and (c) any obligation of the City of Biddeford to make lease or loan payments pursuant to such agreement is subject to annual appropriation by the City Council of the City of Biddeford;

4. The City Manager is authorized to advance money from the General Fund of the City for payment of the costs of the Equipment; and

5. The City Manager, on behalf of the City of Biddeford, is authorized to negotiate, enter into, execute, deliver and cause to be performed, and to approve, any and all agreements, instruments, certificates and other documents, and to grant security interests in the Equipment, upon such terms, conditions, limitations and undertakings, which the City Manager determines are necessary and proper for the acquisition and financing of the Equipment, provided that any lease purchase, loan or other financing agreement will be countersigned by both the Mayor and the Treasurer of the City of Biddeford. Without limiting the foregoing, the City Manager, on behalf of the City of Biddeford, in connection with the acquisition of the Equipment, is authorized to sell, transfer, trade in or otherwise dispose of any equipment, which the City Manager determines is no longer useful to the City of Biddeford.

NOTE: The Finance Committee will review this item on August 6, 2018 and vote to recommend it to the City Council for approval. The purchase of this item is included in the FY19 CIP budget

Bid Opening for a 4 x 4 ¾ Ton Pick-Up Truck with Plow

Present:	Carl Marcotte	- Public Works
	Kara Cote	- Public Works
	Don Turgeon	- Frank Galos

Bids were opened at the Public Works Department at 11:00 AM on July 27, 2018. Staff is recommending the low bid with trade from Arundel Ford for a total of $29,592.00. This pickup was approved in the FY-19 CIP budget line item 21204-60925.

Arundel Ford	2019 Ford F250	$33,592.00
	Trade In	-$4000.00
	Total:	$29,592.00
O'Connor	2018 GMC Sierra	$38,698.00
	Trade In	-$4588.00
	Total:	$34,110.00
Quirk Chevrolet	2018 Chevrolet Silverado	$37,469.00
	Trade In	-$2500.00
	Total:	$34, 969.00

2018.83 **IN BOARD OF CITY COUNCIL...........AUGUST 7, 2018**

BE IT ORDERED, that the City Manager be authorized to purchase a 2019 GMC One-Ton truck as per bid of July 27, 2018 (the "Equipment") from O'Connor Motor Sales (the "Vendor") and may pay the Vendor an amount not to exceed $51,466.00 (before discounts valued at $8,608.00) for the Equipment as follows:

1. The City of Biddeford expects to incur debt to reimburse expenditures to pay the cost of the Equipment;

2. The City of Biddeford reasonably expects that the maximum principal amount of the debt, including for reimbursement purposes, is $51,466.00;

3. The City Manager, on behalf of the City of Biddeford, is authorized to enter into a lease purchase, loan or other financing agreement for the Equipment provided that (a) the principal amount of such agreement will not exceed $51,466.00, (b) the term of such agreement will not exceed one hundred and twenty (120) months and (c) any obligation of the City of Biddeford to make lease or loan payments pursuant to such agreement is subject to annual appropriation by the City Council of the City of Biddeford;

4. The City Manager is authorized to advance money from the General Fund of the City for payment of the costs of the Equipment; and

5. The City Manager, on behalf of the City of Biddeford, is authorized to negotiate, enter into, execute, deliver and cause to be performed, and to approve, any and all agreements, instruments, certificates and other documents, and to grant security interests in the Equipment, upon such terms, conditions, limitations and undertakings, which the City Manager determines are necessary and proper for the acquisition and financing of the Equipment, provided that any lease purchase, loan or other financing agreement will be countersigned by both the Mayor and the Treasurer of the City of Biddeford. Without limiting the foregoing, the City Manager, on behalf of the City of Biddeford, in connection with the acquisition of the Equipment, is authorized to sell, transfer, trade in or otherwise dispose of any equipment, which the City Manager determines is no longer useful to the City of Biddeford.

NOTE: The Finance Committee will review this item on August 6, 2018 and vote to recommend it to the City Council for approval. The purchase of this item is included in the FY19 CIP budget

MEMORANDUM
August 1, 2018

TO: Finance Committee
FROM: Jeff Demers /Public Works Director Waste Water Dept.
RE: Clarifier Fence
CC: Alex Buechner/ Superintendent Waste water, Tom Milligan /City Engineer,
SUBJECT: Approval of purchase/installation of Clarifier fence

RECOMMENDATION

The Public Works Department's Wastewater Division Solicited proposal's to replace the existing deteriorated safety fencing for Clarifier #2 at the Water street treatment plant facility. We received (2) proposals. We requested quotes from Shannon Fence and Anchor fence as well, but they both declined the job for safety concerns. Staff recommends that the Finance committee approve and authorize the Public Works Department's Wastewater Division to execute the purchase with Gorham Fence for a total of $9490.00

DISCUSSION

The security fencing keeps people away from the clarifier. The fencing also plays a big role and keeping items from being thrown into the clarifier unit which could result in major damage or failure to the equipment.

FUNDING

Funding for this project is in the Waste Water Sewer Construction/Improvements 35102-60605

Regards,
Jeff Demers
Jeff Demers
Director Public Works Waste Water Dept.

Proposal

Page No. of Pages

BURNS' FENCING INC.

Highway Guard Rail • Chain Link • Cedar Fence • Vinyl • Ornamental
14-2 Rochester Street • PO Box 395 • Westbrook, Maine 04098
Phone: 207-854-2463 • Fax: 207-854-3636
www.burnsfencing.com

PROPOSAL SUBMITTED TO	PHONE	DATE
Biddeford Waste Water Plant- Alex Buechner	205-0469	June 4, 2018
STREET	JOB NAME	
63 Water Street	Same	
CITY STATE and ZIP CODE	JOB LOCATION	
Biddeford, ME 04005	Same	
ARCHITECT / DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

We propose to furnish and install 102 L.F. of 6' high galvanized chain link fence. We will use galvanized 1 5/8" top rail, 2 ½" line and end posts. All posts to be core drilled and set in concrete. We will also remove and dispose of your existing fence.

TOTAL COST - $16,200.00

Expense Break Down:

Materials: $3,900.00

Labor: $8,900.00

Disposal $600.00

Equipment: $2,800.00

BURNS' FENCING, INC. assumes no responsibility for any damage to underground pipes, power lines, etc. in the process of installing posts, if the Company is not notified of existence and locations of same in writing. BURNS' FENCING, INC. assumes no responsibility for the location of property lines. If we should have to drill because of ledge or other materials, $28.50 extra per hole will be charged. If we should have to use concrete, there will be an additional charge of $15 per post. It is the homeowner's responsibility to check local code requirements for your fencing and to obtain any necessary building permits. All materials will remain the property of E.A. BURNS' FENCING, INC. until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs incurred in the collection of this debt.

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:

SIXTEEN THOUSAND TWO HUNDRED AND 00/100 dollars ($ 16,200.00).

Payment to be made as follows:

PAYMENT DUE THIRTY DAYS AFTER JOB COMPLETION.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature Jude Hugley

Note: This proposal may be withdrawn by us if not accepted within 10 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Signature

Date of Acceptance:

GORHAM FENCE COMPANY, INC.
STANDISH, MAINE 04084
36 EMERY ROAD
(207)642-3467 FAX (207)642-6534
info@gorhamfence.com

PROPOSAL/CONTRACT

Page 1
06/26/2018

Customer Information:

CITY OF BIDDEFORD
WASTEWATER TREATMENT PLANT
63 WATER STREET
BIDDEFORD, MAINE 04005

Job Information:

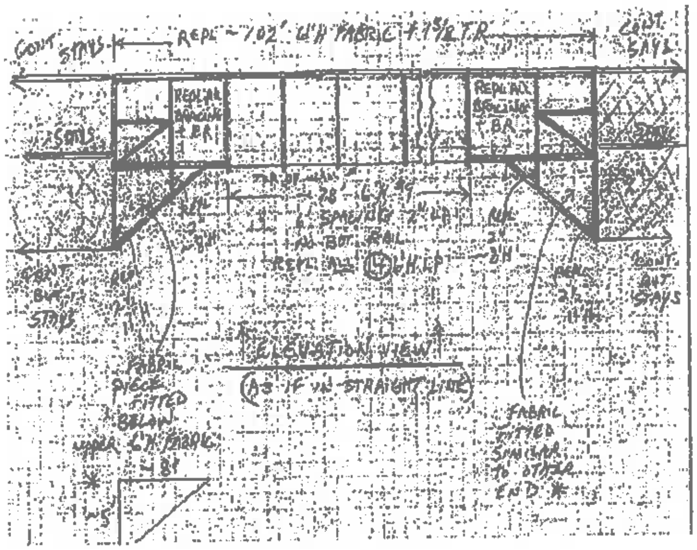
205-0460
FAX: 282-8325
TONYELLSWORTH@BIDDEFORDMAINE.ORG

Notes:

FURNISH & INSTALL APPROX. 102' OF 6'HIGH CHAIN LINK FENCE AROUND SEWER SETTLING/AIRATION TANK. FENCE TO HAVE 1 5/8" TOP RAIL, 2" LINE POSTS AND 2-1/2" END POSTS. ALL PIPE IS SS40. PRICE INCLUDES REMOVAL & DISPOSAL OF THE EXISTING FENCE.

IF INTERESTED PLEASE SIGN AND RETURN ONE COPY OF THIS CONTRACT TO SCHEDULE WORK. PLEASE ALLOW 10-12 WEEKS FOR INSTALLATION.

QUOTE VALID FOR 30 DAYS.



GORHAM FENCE COMPANY, INC. agrees to guarantee above fence to be free from defects in materials and workmanship for one year. All work to be completed in a workmanlike manner according to standard practices. Our workers are fully covered by Workmen's Compensation Insurance.

Responsibility for complying with local zoning regulations and obtaining any required permits shall rest with the customer. GORHAM FENCE COMPANY, INC. will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does GORHAM FENCE COMPANY, INC. assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

GORHAM FENCE COMPANY, INC. assumes no responsibility for any damage to underground pipes, power lines, etc. in the process of installing posts, if the company is not notified of the existence and location of same.

The final billing will be based on the actual footage of fencing built and the work performed. Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. The full amount of this contract along with any additional charges will become payable upon completion.

A finance charge of 1 1/2% per month (or a minimum of $1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 30 days after completion of any work invoiced. All materials will remain the property of GORHAM FENCE COMPANY, INC. until all invoices pertaining to this job are paid in full. Right of access and removal is granted to GORHAM FENCE COMPANY, INC. in the event of non-payment under the terms of this contract. The customer agrees to pay all interest and any costs incurred in the collection of this debt.

Contract Amount: $ 9490.00

Down Payment: $ ______

Balance Due: $ 9490.00

Approved & Accepted for Customer:

______________________ ________
Customer Date

Accepted for GORHAM FENCE COMPANY, INC.:

______________________ ________
Salesperson Date