

TOWN OF MANSFIELD
FINANCE COMMITTEE MEETING

Monday, June 8, 2009

**E.O. Smith High School
Student Restaurant – 6:00pm**

A G E N D A

1. Approval of minutes for May 11, 2009 meeting
2. Purchasing Ordinance
3. Transfer Uncollected Taxes to Property Tax Suspense Book
4. Capital Projects Closeouts
5. Inter-local Agreement with Columbia for 2009/10
6. Other Business/Future Agenda Items
7. Adjournment

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BREAK

TOWN OF MANSFIELD
FINANCE COMMITTEE MEETING
MINUTES OF MAY 11, 2009

Members Present: C. Schaefer, B. Clouette, A. Blair, Mayor Paterson (ex officio)

Other Council Members Present: None

Staff Present: M. Hart, J. Smith, C. Trahan, J. Jackman

Guests: None

Meeting to order at 6:02pm.

1. Minutes from 4/11/09 meeting approved as presented
2. Fee Schedule for Fire Marshal Services – John Jackman reviewed his memo regarding the Proposed Fire Marshal Fees. At this time, he is proposing a fee ordinance for plan reviews and certificate of occupancy for new construction, renovations, additions or modernization of buildings or structures. Generally, it applies to everything except one and two family homes. John also informed the committee that he has been serving on the Conn. Fire Prevention Code Advisory Committee. Once the State adopts a Fire Prevention Code, John will come back with a proposed fee schedule for Fire Prevention and Fire Safety. The consensus of the committee was to bring the Fire Marshal Fees to the Council that evening and to propose scheduling a Public Hearing on the same.
3. Cherie Trahan presented the March 31, 2009 Financial Statements. Cherie review the current estimates for FY 2008/09 revenues, expenditures and fund balance. She also gave the status of the Health Insurance Fund and average claims as compared to prior year. Betsy Paterson expressed her appreciation to the Town Manager and the Finance staff for anticipating the revenue shortfall so early on in the year and taking the necessary steps to control expenditures.
4. Audit Services – As the Finance Committee requested, Jeff Smith issued a Request For Proposal for audit services. He contacted the Office of Policy and Management to get a list of the major audit firms in Connecticut who would have the ability to audit the financial operations of our shared services. The RFP was sent to McGladrey Pullen, CCR and Blum, Shapiro. All three submitted proposals and had one hour interviews with a selection committee comprised of staff, Board, and Finance Committee members. All three firms were in the same price range. The committee selected Blum, Shapiro as their recommended audit firm. The committee agreed to move to have the auditor selection added to the Council agenda for the evening.
5. Purchasing Ordinance – Discussion centered around the language in Section 3(C) regarding environmentally responsible purchasing. The Committee agreed to finalize the language for this section at the next meeting.
6. Bond Issue for Storrs Road Improvement Project – Jeff Smith explained that while the local match for the DOT grant for Storrs Road Improvements is in the adopted Capital Budget for 08/09, the funding source is Bonds. As such, it needs to be approved by the Town Council, followed by approval at Town Meeting. If the amount to be bonded was

in excess of 1% of the adopted budget, it would require Town Council approval, followed by a Referendum.

7. Other Items –

- ⇒ Mayor Paterson informed the Committee that CCM has been pushing the State to come to some agreement on municipal aid as soon as possible.
- ⇒ The Committee agreed to set a Special Town Council meeting to immediately follow the Annual Town Meeting for Budget Adoption. The purpose of this meeting will be to set the mill rate for 2009/10.
- ⇒ The Communications Advisory Committee has prepared a survey to be handed out at the Annual Town Meeting.
- ⇒ A complete "detail" budget of the Council Adopted budget will be prepared and posted on the website before the Town Meeting.

Motions:

Motion was made to accept the April 11, 2009 minutes by Carl Schaefer and seconded by Bruce Clouette. Motion so passed.

Motion was made to accept the March 31, 2009 Financial Statements by Carl Schaefer and seconded by Bruce Clouette. Motion so passed.

Motion was made by Alison Blair and seconded by Bruce Clouette to adjourn. Motion so passed.

8. Adjournment. The meeting adjourned at 6:58pm.

Respectfully Submitted,
Cherie Trahan
Controller/Treasurer



Item #2

**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to the Town Manager; Jeffrey Smith, Director of Finance
Date: May 11, 2009
Re: An Ordinance for Obtaining Goods and Services

Subject Matter/Background

At Monday's meeting, the Town Council will conduct a public hearing regarding the proposed Ordinance for Obtaining Goods and Services.

The Council did discuss the draft at its previous meeting. Some of the comments were editorial and others were more substantive. The editorial comments will be incorporated into the draft. A list of the more substantive comments is as follows:

- 1) Establish a minimum purchasing amount that would trigger approval by the Town Manager.
- 2) In Section 4(B), stipulate that the Town Manager's approval is needed to revoke delegation of purchasing authority to other town employees.
- 3) In Section 4(I), provide a monetary threshold that would require approval by the Town Manager for the procurement of professional services – this suggestion is already incorporated in section 4(I)(6) of the draft.
- 4) In Section 4(I), include a reasonable guideline to require current billing for professional services.
- 5) In Section 3(C), require that the purchase of environmentally sound products and services shall be the standard while allowing exceptions only in extenuating circumstances.
- 6) Make reference in the draft ordinance to the specific set of purchasing procedures and regulations that staff will follow.

The Finance Committee will review this item at its May 11th meeting, and staff will assist the committee in its review of the comments presented at the last Council meeting. For your reference, I have attached comments presented by Council member Nesbitt and Mr. Smith's response to those suggestions, as well as a suggestion from Council member Koehn regarding Section 3(C).

Financial Impact

There are no direct financial impacts. However, the intention of this ordinance is that the Town obtains the best possible value for the goods and services that it purchases.

Legal Review

The proposed ordinance was prepared in consultation with the Town Attorney.

Recommendation

The Finance Committee will review the suggestions and comments from the previous meeting, and may have a recommendation for the full Council.

Attachments

- 1) An Ordinance for Obtaining Goods and Services
- 2) G. Nesbitt re: Purchasing Ordinance
- 3) J. Smith re: Purchasing Ordinance
- 4) H. Koehn re: Purchasing
- 5) Town of Mansfield, Best Value Source Selection

Town of Mansfield
Code of Ordinances
"An Ordinance for Obtaining Goods and Services
By the Town of Mansfield"

March 9, 2009 Draft (revised)

Section 1. Title.

This chapter shall be known and may be cited as "the Ordinance for Obtaining Goods and Services.

Section 2. Legislative Authority.

This chapter is enacted pursuant to the provisions of Town Charter section C506 B (1) (c)

Section 3. Purpose and Application.

- A. The purpose of this ordinance is to provide a set of procedures designed to obtain the best possible value for the necessary goods and services purchased by the Town of Mansfield, in accordance with Article V Section 506 of the Town Charter. The Town Council has determined that competitive bidding in some instances may be against the best interest of the Town. The Council, therefore, invokes its powers under Article V Section 506B. (1)(c) to establish this ordinance designed to better ensure receipt by the Town of the best possible value for necessary goods and services by taking advantage of all prudent purchasing methods and opportunities available in the marketplace including the open competitive bidding process and delegates authority to implement these procedures to the Purchasing Agent. These procedures are further designed to provide for the fair and equitable treatment of all persons involved in public purchasing by the Town of Mansfield.

- B. This Ordinance shall apply to the purchase of all supplies, materials, equipment and other commodities and contractual services and construction (hereafter referred to as "products and services") required by any department, agency, board or commission of the Town, irrespective of the source of funds, except the purchase of specialized goods and contractual services for the purpose of instruction by the Board of Education. Nothing herein contained shall be construed to prevent the Director of Finance from serving, to the extent requested, as the Purchasing Agent for all requirements of the Board of Education.

C. In order to increase the development and awareness of environmentally sound products and services, the Town of Mansfield will ensure that wherever possible and economically feasible, specifications are amended to provide for consideration of environmental characteristics. Consideration may be given to those products that from a life cycle perspective, **adversely** affect the environment in the least possible way. This means that the Town of Mansfield will make a reasonable effort to choose products and services that:

- 1) are produced in an environmentally **responsible** friendly way
- 2) are distributed in an environmentally **responsible** friendly way
- 3) cause the least possible damage to the environment
- 4) can be removed in an environmentally **responsible** friendly way
- 5) involve ethical considerations in their choice.

As for product areas which are not covered by environmental label criteria, the environmental impact of the product is assessed to the extent possible via the Environmental Protection Agency guides or information and guidance from other sources.

Section 4. Solicitation and award procedures.

A. As provided in the Town Charter the Director of Finance shall serve as the Purchasing Agent for the Town, and shall be responsible for the procurement of all products and services for the Town. Subject to the limitations set forth in the Charter and in section 1B of this Ordinance, the Purchasing Agent shall have the authority to approve all contract specifications, prescribe the method of source selection to be utilized in the procurement of all products or services, award all contracts for products and services based on a determination of the bidder who offers the best value to the Town, and shall have the authority necessary to enforce the purchasing provisions of the Charter and these Rules. In addition, the Purchasing Agent shall have the following specific duties:

- 1) Inspect all supplies, material and equipment ordered by and delivered to the town to ensure compliance with specifications and conditions affecting the purchase thereof, or delegate the inspection thereof to such Town employees as are authorized to purchase said supplies, materials or equipment in accord with subsection **B** of this section;
- 2) Procure and award contracts for, or supervise the procurement of, all products and services needed by the Town, and maintain custody and care of all contracts for goods and contractual services to which the Town is a party;

- 3) Transfer between offices or sell, trade, or otherwise dispose of surplus supplies, materials, or equipment belonging to the Town;
- 4) Prepare, issue, revise, and maintain all bid specifications and establish and maintain programs for specification development, and the inspection, testing, and acceptance of products and services;
- 5) Prepare and adopt operational procedures governing the procurement functions of the Town;
- 6) Have the discretion and authority **for cause** ~~in appropriate instances~~ to disqualify vendors ~~for cause~~ and to declare them to be irresponsible bidders and to remove them from receiving any business from the Town;
- 7) To cancel, in whole or in part, an invitation to bid, a request for proposals, or any other solicitation, or to reject, in whole or in part, any and all bids or proposals when to do so is in the best interests of the Town;
- 8) To require, when necessary, bid deposits, performance bonds, insurance certificates, and labor and material bonds or other similar instruments or security which protect the interests of the Town;
- 9) Procure for the Town ~~and School~~ all federal and state tax exemptions to which they are entitled;
- 10) Ensure that the Town ~~and School~~ are is exempt from state fair trade laws as provided by the Connecticut General Statutes;
- 11) To join with other units of government and with private sector organizations in cooperative purchasing plans when the best interests of the Town would be served;

B. **Delegations to Other Town Officials.** With the approval of the Town Manager, the Purchasing Agent may delegate any portion of the authority to purchase certain products and services to other Town employees, if such delegation is deemed necessary and appropriate for the effective and efficient operation of Town government and for the procurement of those items. The Purchasing Agent may revoke such delegation at any time. The Person to whom such authority is delegated shall be responsible for complying with the requirements of the Charter, this ordinance and any rules or regulations which may exist relating to the execution of the procurement process.

C. **Methods of Source Selection.** In accordance with Article V of the Town Charter, unless otherwise prescribed by law, the Purchasing Agent shall take advantage of all prudent purchasing methods and opportunities available in the marketplace. This includes, but is not limited to, such methods as competitive sealed bids, competitive sealed proposals, competitive negotiation, sole source procurement, small purchase procedures, credit card procedures, bulk ordering, emergency purchases, multi-step bidding, internet purchasing, use of cooperative purchasing plans and public auctions.

In deciding which method to utilize, the Purchasing Agent may take into consideration the following factors:

- 1) how to obtain the best value for the commodity;
- 2) whether or not to utilize a fixed-price or fixed-service contract under the circumstances;
- 3) whether quality, availability, or capability is overriding in relation to price;
- 4) whether the initial installation needs to be evaluated together with subsequent maintenance and service capabilities and what priority should be given to these requirements;
- 5) what benefits are derived from product or service compatibility and standardization and what priority should be given these requirements;
- 6) whether the marketplace will respond better to a solicitation permitting not only a range of alternative proposals, but evaluation, discussion, and negotiation of them before making the award;
- 7) what is practicable and advantageous to the Town;
- 8) the availability of vendors;
- 9) the efficiency of the process;
- 10) the fair and equitable treatment of potential participants;
- 11) the degree to which specifications can be made clear and complete;
- 12) the timeliness of the process to the needs of the Town;

D. **Award of Contract.** Contracts shall be awarded, by the Purchasing Agent, to the vendor who offers the best value to the Town, provided that the Finance Committee shall be advised in the next quarterly financial report when the Director of Finance awards a contract for goods or services (but not professional services as defined in Section I) other than by competitive sealed bid in accordance with Article V, Section 506B (1) (c) of the Town Charter. Best value shall be determined by consideration of some or all of the following factors as deemed appropriate by the Purchasing Agent:

- 1) The quality, availability, adaptability, and efficiency of use of the products and service to the particular use required;
- 2) The degree to which the provided products and services meet the specified needs of the Town, including consideration, when appropriate, of the compatibility with and ease of integration with existing products, services, or systems;
- 3) The number, scope, and significance of conditions or exceptions attached or contained in the bid and the terms of warranties, guarantees, return policies, and insurance provisions;
- 4) Whether the vendor can supply the product or service promptly, or within the specified time, without delay or additional conditions;
- 5) The competitiveness and reasonableness of the total cost or price, including consideration of the total life-cycle cost and any operational costs that are incurred if accepted;
- 6) A cost analysis or a price analysis including the specific elements of costs, the appropriate verification of cost or pricing data, the necessity of certain costs, the reasonableness of amounts estimated for the necessary costs, the reasonableness of allowances for contingencies, the basis used for allocation of indirect costs, and the appropriateness of allocations of particular indirect costs to the proposed contract;
- 7) A price analysis involving an evaluation of prices for the same or similar products or services. Price analysis criteria include, but are not limited to: price submissions of prospective vendors in the current procurement, prior price quotations and contract prices charged by the vendor, prices published in catalogues or price lists, prices available on the open market, and in-house estimates of cost;
- 8) Whether or not the vendor can supply the product or perform the service at the price offered;

- 9) The ability, capacity, experience, skill, and judgment of the vendor to perform the contract;
- 10) The reputation, character and integrity of the vendor;
- 11) The quality of performance on previous contracts or services to the Town or others;
- 12) The previous and existing compliance by the vendor with laws and ordinances or previous performance relating to the contract or service, or on other contracts with the Town or other entities;
- 13) The sufficiency, stability, and future solvency of the financial resources of the vendor;
- 14) The ability of the vendor to provide future maintenance and service for the use of the products or services subject to the contract.

E. Common Specifications and Standards.

- 1) In accordance with this ordinance, all of the Town's departments, agencies, boards and commissions (including the Board of Education) shall work together with the Purchasing Agent to identify common needs and establish standard specifications for the purchase of goods and contractual services which are commonly used by more than one department, agency, board, or commission.
- 2) The Purchasing Agent shall be responsible for identifying goods and contractual services common to the needs of the Town, School Department and their boards and commissions and for preparing and utilizing standard written specifications submitted for such goods and contractual services. After adoption, each standard specification shall, until revised or rescinded, apply in terms and effect to every purchase and contract for said goods or contractual service. The Town Manager may exempt any using agency of the Town, and the Superintendent of Schools may exempt any agency of the Board of Education from the use of the goods or contractual services in such standard specification if, in their judgment, it is to the best interest of the Town to so do.

F. Sole Source Procurement and Brand Name Specification.

- 1) It is the policy of the Town to encourage fair and practicable competition consistent with obtaining the best possible value for the necessary products and services required by the Town. Since the use

of sole source procurement or a brand name specification is restrictive, it may be used only when the Purchasing Agent makes a written determination that there is only one practical source for the required product or service or that only the identified brand name item or items will satisfy the Town's needs and the Town Manager concurs with such finding. A requirement for a particular brand name does not justify sole source procurement if there is more than one potential vendor for that product or service.

- 2) Any request by a Using Agency that procurement be restricted to one potential contractor or be limited to a specific brand name shall be accompanied by an explanation as to why no other will be suitable or acceptable to meet the need.
 - 3) A record of all sole source procurements and brand name specifications shall be maintained. Sole source records shall list each contractor's name; the amount and type of each contract; a listing of the products or services procured under each contract; and the effective dates of the contract. Brand name records shall list the brand name specification used, the number of suppliers solicited, the identity of these suppliers, the supplier awarded the contract, and the contract price. The Town Council Finance Committee shall be advised, in the next quarterly financial report, when the Director of Finance and the Town Manager have made a determination of brand name or sole source selection.
- G. All purchases made and contracts executed by the Purchasing Agent shall be pursuant to a written or electronic purchase order from the head of the office, department or agency whose appropriation will be charged, and no contract or order shall be issued to any vendor unless and until the Director of Finance certifies that there is to the credit of such office, department or agency a sufficient unencumbered appropriation balance to pay for the supplies, materials, equipment or contractual services for which the contract or order is to be issued. This requirement may be deferred in the event that an emergency situation requires prompt action by the Purchasing Agent. This section will not prevent the use of open purchase orders or the use of a purchasing card program designed to consolidate many small transactions onto a single monthly invoice.
- H. The responsible head of each department, office, institution, board, commission, agency or instrumentality of the Town ~~or School~~ shall certify, in writing, to the Purchasing Agent the names of such officers or employees who shall be exclusively authorized to sign purchase orders for such respective department, office, institution, board, commission, agency or instrumentality, and all requests for purchases

shall be void unless executed by such certified officers or employees and approved by the Purchasing Agent.

- I. **Professional Services.** As the procurement of professional services is generally exempt from the requirements of competitive sealed bidding, all contracts for professional services including legal services shall be obtained in accordance with the following guidelines; with the exception of the Town Attorney who shall be chosen in accordance with Article III Section 305 of the Town Charter.
 - 1) A Request for Proposal (RFP) or Request for Qualifications (RFQ) shall be written for all requests for professional services (except as described in subsection 3 below) in excess of \$10,000. They shall be written in such a manner as to describe the requirement to be met, without having the effect of exclusively requiring a proprietary product or service, or procurement from a sole source, unless approved in accordance with the requirements of this Article.
 - 2) When the scope of work is less precise, the preferred method of obtaining professional services shall be through the use of competitive negotiation. The process used for the solicitation of proposals shall assure that a reasonable and representative number of vendors are given an opportunity to compete. The Town Manager may limit the number of qualified vendors considered and may approve solicitation by invitation or public notice.
 - 3) In accordance with Article III Section 305 (C) of the Town Charter, the Town Manager with the approval of the Town Council may obtain special legal services other than the Town Attorney. In obtaining those services the Town Manager may consider in addition to hourly rate, the reputation, character and integrity of the firm, the quality of performance on previous contracts and services to the Town, the ability of the firm to provide these services over an extended period, and the ability, capacity, experience, skill and judgment of the attorneys performing the service.
 - 4) The award of a professional services contract shall be done in a manner designed to obtain the best possible value to the Town and with consideration of the factors listed in **Subsection D** of this Ordinance titled "Award of Contract".
 - 5) Professional services are defined as:
 - a) work requiring knowledge of an advanced type in a field of study and which frequently require special credentialing, certification or licensure. Such areas include but are not limited to engineers,

architects, appraisers, medical service providers, consultants, actuaries, banking services, legal, or;

- b) work that is original and creative in character in a recognized field or artistic endeavor or requires special abilities and depends primarily on a person's invention, imagination, or creative talent. Such fields or artistic endeavor include but are not limited to the following: health & fitness, cultural arts, crafts, ice skating, specialty area instructors; and
 - c) work that requires consistent exercise of independent discretion and judgment to perform according to their own methods and without being subject to the control of the Town except as to the result of the work.
 - d) professional service providers shall not be dependent on the Town as their sole client, and must be clearly considered an independent contractor as opposed to an employee as defined by State and Federal laws, regulations, and court decisions.
- 6) On behalf of the Town, the Town Manager ~~or the Purchasing Agent~~ shall have the authority and responsibility to execute professional service contracts **in excess of \$10,000.**
- J) **Custody of Contracts.** All contracts for goods, contractual services and professional services to which the Town is a party shall be kept in the office of the Purchasing Agent and shall be under the care and custody of the Purchasing Agent unless the Purchasing Agent has delegated the authority to take custody of such a contract to another Town official in accord with subsection B of this section, All other contracts to which the Town is a party or to which any officer or board, bureau or commission of the town, acting in behalf of the Town, is a party shall be kept on file in the Town Clerk's office and shall be under the care and custody of the Town Clerk. When any officer, board, bureau or commission of said Town shall require any original contract in which the Town is interested, as aforesaid, the contract shall not be taken from the Town Clerk's or Purchasing Agent's office until such officer, board, bureau or commission has given a receipt therefore, and a copy of such contract shall be filed with the Town Clerk or Purchasing Agent, as soon as the same can be made. The above provisions shall not apply when any such contract is needed for temporary use in the town building and is returned on the same day that it is taken.

General comments (from G. Nesbitt):

It is essential that final authority does not rest with an appointed employee. This practice has the potential to allow personalities, friendships, personal problems, etc. to influence the obtaining of goods and services at the detriment of the public good and to other town employees. It is best management practice to have the person (Town Manager) who is appointing the Purchasing Agent to have review and veto authority if needed over the Purchasing Agent's major decisions. The Council relies on the Town Manager to provide the necessary oversight of all employees performing all functions.

Best management practices require that all services contracted with other independent agencies be defined in contracts and referenced in the Purchasing agreement.

It is best management practice for contractors for goods and services and professional contractors to be required to have current billing. Delayed billing impacts budgeting with the requirement to add accrued line items as well as the inability to adequately monitor specific charges incurred and billed at a later time.

Questions:

1) Does the Town provide purchasing functions for Region 19? If so, the contract needs to be referenced and guidelines included in this document.

Charter. (For reference only)

C506 B, (1) © The Town Council shall establish, by ordinance, procedures regarding the procurement of goods and services.

Purchasing Agreement draft:

Sec. # B.

This Ordinance shall apply to the purchase of all supplies, materials, equipment and other commodities and contractual services and construction (hereafter referred to as "products and services" required by any department, agency, board or commission of the Town, irrespective of the source of funds, except the purchase of specialized goods and contractual services for the purpose of instruction for the Mansfield Board of Education as defined in contractual agreements between the Town and the Mansfield Board of Education. Nothing herein contained shall be construed to prevent the Director of Finance from serving, to the extent defined in the contractual agreements between the Mansfield Boards of Education, as the Purchasing Agent for all requirements of the Board of Education.

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Section 4: Solicitation and award procedures.

A. As provided in the Town Charter the Director of Finance shall serve as the Purchasing Agent for the Town, and shall be responsible for the procurement of all products and services for the Town. Subject to the limitations set forth in the Charter and in section 1B of this Ordinance, the Purchasing Agent shall have the authority to approve all contract specifications, prescribe the method of source selection to be utilized in the

procurement of all products or services, award all contracts for products and services based on a determination of the bidder who offers the best value to the town not to exceed a total value of \$10,000. For purchases of total value exceeding \$10,000, the Town Manager must sign off on the purchase. The Purchasing Agent shall have the authority necessary to enforce the purchasing provisions of the Charter and these Rules. In addition, the purchasing Agent shall have the following specific duties:

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~~Deleted: and~~

6) Have the discretion and authority (in appropriate instances ~~delete or define~~) with the concurrence of the Town Manager to declare vendors to be irresponsible bidders and to disqualify them from receiving any business from the Town;

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7) To cancel, in whole or in part, an invitation to bid, a request for proposals, or any other solicitation, or to reject, in whole or in part, any and all bids or proposals when to do so is in the best interests of the Town upon concurrence of the Town Manager;

(does this refer to stopping the process once it is started? Does it include purchases being made upon authorization of the Council through the budget appropriations or special authorizations?)

B) Delegations to Other Town Officials: With the approval of the Town Manager, the Purchasing Agent may delegate any portion of the authority to purchase certain product and services to other Town employees, if such delegation is deemed necessary and appropriate for the effective and efficient operation of Town government and for the procurement of those items. The Person to whom such authority is delegated shall be responsible for complying with the requirements of the Charter, this ordinance and any rules or regulations which may exist relating to the execution of the procurement process. The Purchasing Agent may revoke such delegation at any time, with approval from the Town Manager. The employee to whom the responsibility was revoked may appeal the Purchasing Agents decision to the Town Manager.

~~Deleted: The Purchasing Agent may revoke such delegation at any time~~

C) Methods and Source Selection:

15. All contracts for goods and services must include a current billing requirement (monthly or quarterly) and a penalty for noncompliance as determined by the Purchasing Agent.

D) Award of Contract: Contracts shall be awarded, by the Purchasing Agent, subject to the limitations in Section 4 (A), to the vendor who offers the best value to the Town. The Finance Committee shall be advised in the next quarterly financial report when the Director of Finance awards a contract for goods or services (but no professional services as defined in Section 1) other than by competitive sealed bid in accordance with Article V, Seton 506B(1)© of the Town Charter.

~~Deleted:~~
~~Deleted: provided that t~~

(Notification of the finance committee would occur after the awarding of the contract, so the awarding of the contract can not be dependent upon notification of the finance committee unless the finance committee/Council has authority to override the awarding of the contract)

E) Common Specifications and Standards:

1) In accordance with this ordinance, all of the town's departments, agencies, boards and commissions (including the Board of Education) shall work together with the Purchasing Agent to identify common needs and establish standard specifications for the purchase of goods and contractual services which are commonly used by more than one department, agency, board, or commission. Furthermore, the Mansfield Board of Education through contractual agreements will be encouraged to subscribe to these criteria.

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(without a contractual agreement, appears impossible to enforce these with the Board of Education)

I) Professional Services:

6) The Town Manager or the Purchasing Agent shall have the authority and responsibility to execute professional service contracts on behalf of the Town. All Professional Service Contracts in excess of \$5,000 require the signature of the Town Manager.

7) All Professional Service Contracts must include a current billing requirement (monthly or quarterly) and a penalty for noncompliance as determined by the Purchasing Agent.

MEMORANDUM

Town of Mansfield
Department of Finance
4 So. Eagleville Rd., Mansfield, CT 06268



To: Matthew Hart, Town Manager
From: Jeffery H. Smith, Director of Finance 
Date: April 9, 2009
Re: Purchasing Ordinance

In response to your comments and Gene's concerning the proposed purchasing ordinance, I am providing the following additional information and clarifications.

1. First, it is important to note that the Town of Mansfield does not have a purchasing agent separate from the Director of Finance. Our current procedures are best described as decentralized. That is to say the individual department heads, school principals, etc., contract for routine goods and services within their areas of control. For example, the Director of Public Works will contract for street lining or the purchase of road salt, and the Director of Maintenance will contract for cleaning supplies and monitoring services. Nearly all of these purchases are off of state bids or through purchasing cooperatives. Purchases of a non-routine nature where the Town will actually seek bids or quotes are somewhat more complex and will often involve one or more meetings with the Director of Finance. Purchases that will impact large sections of the government will involve a committee of the major stake holders. For instance, the purchase and installation of a new phone system involved members of the IT Department, Finance Department, Voice Communications, and Public Works Department and at various times the Library and all of the Town's schools and the High School. We also used the services of our IT consultant and a phone consultant. The time spent between conception and installation was approximately one year. And, finally, major construction projects will usually be overseen by a building committee made up of elected officials, community members, and staff. The final step in any purchase outside of a competitive sealed bid must have a completed and signed Source Selection Document before it can go forward.
2. Purchase Orders or vouchers for payment of goods and services are audited and approved for payment in the Finance Department only when signed by an individual with the authority to authorize a purchase. The Director of Finance reviews all payments over \$5,000 of a non-routine nature.
3. The only purchasing currently being initiated within the Finance Department is for energy.
4. All of the Town's employees are appointed either by the Manager or in the case of the Manager by the Town Council. That is the essence of our form of government. The statement in Gene's general comment that final authority should not rest with an appointed employee because personalities, friendships, or personal problems have the potential to influence their decision making to the detriment of the town would require an elected official to make these decisions. That stands the Charter and the Town Manager form of Government on its head. Moreover, I have seen no objective evidence in my nearly 40 years in local government to validate this assumption. Finally, the Finance Department is the watchdog in this case not the other way around.

5. As a practical matter the government for the Town of Mansfield is not a huge sprawling bureaucracy. The Manager sees his department heads on a daily basis and impromptu meetings for guidance on decision making are routinely sought and given.
6. I agree that current billing is more convenient, but I do not agree that it rises to the level of importance that it demands to be addressed in an ordinance. It is bad practice to enact laws to deal with minor irritations. I see no benefit to the Town of Mansfield in creating a set of procedures and actions over an occurrence that rarely happens. In fact, I am more concerned with the law of unintended consequences if we were to make too much of this anomaly. Staff time needs to be focused on ensuring that we do not over pay or pay before we receive the goods and services not the other way around. Remember, we have their money and it is invested to our benefit not theirs.
7. Region 19 has their own purchasing policies and does most of their own purchasing. The Town only gets involved in capital projects and energy. It is important to note that the Region has a major impact on the Town's budget, any expertise that the Town has in helping to keep their costs down accrues to the benefit of the Town. The current agreement will need to be reauthorized after 6/30/09. If changes are warranted they can be addressed at that time.
8. Section B ... I see no benefit in formalizing our current arrangements with the MBOE in a written document. The Mansfield Board is not a separate corporation similar to the Regional Board.
9. Section 4: Solicitation and Award Procedures: I don't believe it is a wise use of the Manager's time to make him/her into the defacto purchasing agent anymore than we should make him/her into the Public Works Director or the Fire Chief. The Manager is the town's CEO. He meets with his department heads on a regular basis. He or she should have as little operational control over day to day functions as is reasonably possible. Moreover, the Charter assigns to the Department of Finance the oversight (control) over expenditures. That includes expenditures originating within the Manager's Office. Controls over expenditures originating within the Finance Department itself are controlled by the separation of duties.
10. C) Methods and Source Selection: As stated in # 6 above this would have the perverse effect of raising prompt billing by vendors to the same level of importance as the internal audit function. Why? Our worst offender in delayed billing was Hess Energy who over a period of 18 to 24 months failed to bill the town for tens of thousands of dollars in electrical use. We had their money and their electricity and when they finally straightened out their billing we paid them. ...slowly. They are no longer our supplier. We don't need a local law to deal with administrative functions.
11. D) In a Town Manager form of government Town Councils are generally not involved with awarding or overriding contracts. That is the responsibility of the Town Manager and his/her Director of Finance. As a practical matter, any Town Manager or Finance Director who wants to keep his job does not enter into major contractual agreements without discussions with the elected officials.
12. E1) Unlike nearly every other town in Connecticut, Mansfield town government and the Mansfield Board of Education have worked together cooperatively since the establishment of the council-manager form of government in the early 70's. Maybe it is something in the water that has caused this remarkable degree of cooperation to the public benefit, but I expect it is something more fundamental. I expect it is simply the result of mutual respect and trust that grows up between people of good will who are sincerely interested in the Town's best interest. A contract cannot change that dynamic.

Matthew W. Hart

From: Jeffrey H. Smith
Sent: Tuesday, May 05, 2009 12:54 PM
To: Matthew W. Hart; Cherie A. Trahan
Subject: FW: Purchasing

Follow Up Flag: Follow up
Flag Status: Orange

-----Original Message-----

From: Helen/Koehn [mailto:hkoehn@yahoo.com]
Sent: Monday, April 27, 2009 9:00 PM
To: Carl Schaefer; Gregory Haddad; Bruce Clouette; Elizabeth Paterson; Matthew W. Hart; Jeffrey H. Smith; Leigh Duffy
Subject: Purchasing

A. The Purchasing Agent shall apply Environmentally Preferable Purchasing (EPP) meaning that purchasing products that have a reduced negative effect on human health and/or the environment when compared to similar products and services to the purchase of all supplies, materials, equipment and other commodities and contractual services, and construction, products and services, required by any department, agency, board or commission of the Town, irrespective of the source of funds.

TOWN OF MANSFIELD
BEST VALUE METHOD SOURCE SELECTION
(Purchases in excess of \$7,500.00)

ITEM DESCRIPTION AND AMOUNT:

VENDOR NAME:

SOURCE SELECTION METHOD:	Check
1. Competitive sealed bid	_____
2. Competitive sealed RFP	_____
3. Competitive negotiation	_____
4. Sole Source	_____
5. Internet Purchasing	_____
6. Cooperative Purchasing Plan	_____
7. Public Auction	_____
8. Professional Service	_____

What factors were used in awarding contract? Please circle each item:

1. The quality, availability, adaptability, and efficiency of use of the products and service to the particular use required;
2. The degree to which the provided products and services meet the specified needs of the Town, including consideration, when appropriate, of the compatibility with and ease of integration with existing products, services, or systems;
3. The number, scope, and significance of conditions or exceptions attached or contained in the bid and the terms of warranties, guarantees, return policies, and insurance provisions,
4. Whether the vendor can supply the product or service promptly, or within the specified time, without delay or additional conditions;
5. The competitiveness and reasonableness of the total cost or price, including consideration of the total life-cycle cost and any operational costs that are incurred if accepted;
6. A cost analysis or a price analysis including the specific elements of costs, the appropriate verification of cost or pricing data, the necessity of certain costs, the reasonableness of amounts estimated for the necessary costs, the reasonableness of allowances for contingencies, the basis

used for allocation of indirect costs, and the appropriateness of allocations of particular indirect costs to the proposed contract;

7. A price analysis involving an evaluation of prices for the same or similar products or services. Price analysis criteria include, but are not limited to: price submissions of prospective vendors in the current procurement, prior price quotations and contract prices charged by the vendor, prices published in catalogues or price lists, prices available on the open market, and in-house estimates of cost;
8. Whether or not the vendor can supply the product or perform the service at the price offered;
9. The ability, capacity, experience, skill, and judgment of the vendor to perform the contract;
10. The reputation, character and integrity of the vendor;
11. The quality of performance on previous contracts or services to the Town or others.
12. The previous and existing compliance by the vendor with laws and ordinances or previous performance relating to the contract or service, or on other contracts with the Town or other entities;
13. The sufficiency, stability, and future solvency of the financial resources of the vendor;
14. The ability of the vendor to provide future maintenance and service for the use of the products or services subject to the contract;

Professional services:

1. Work requiring knowledge of an advanced type in a field of study and which frequently require special credentialing, certification or licensure. Such areas include but are not limited to engineers, architects, appraisers, medical service providers, consultants, actuaries, banking services, or;
2. Work that is original and creative in character in a recognized field or artistic endeavor or requires special abilities and depends primarily on a person's invention, imagination, or creative talent. Such fields or artistic endeavor include but are not limited to the following: health & fitness, cultural arts, crafts, ice skating, specialty area instructors; and
3. Work that requires consistent exercise of independent discretion and judgment to perform according to their own methods and without being subject to the control of the Town except as to the result of the work.

4. Professional service providers shall not be dependent on the Town as their sole client, and must be clearly considered an independent contractor as opposed to an employee as defined by State and Federal laws, regulations, and court decisions.

REQUESTED BY: _____

APPROVED BY: _____

Attach to Purchase Order - Finance copy (green)



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matthew H. Hart, Town Manager
CC: Jeffrey H. Smith; Cherie Trahan; Christine Gamache
Date: May 21, 2009
Re: Transfer of Uncollected Taxes to Property Tax Suspense Book

Subject Matter/Background

Attached please find the proposed transfer of uncollected taxes to the property tax suspense book, submitted for the Town Council's review and approval. As explained by the Collector of Revenue, the majority of the list items are motor vehicle accounts bills to taxpayers that the town has been unable to locate. Additionally, 29% of the accounts represent personal property taxes on businesses that closed without notifying the assessor's office. The additions to the suspense book total \$95,536.61.

Although the taxes are removed from the books as a current receivable they continue to remain collectible for 15 years from the original due date. From July 1, 2008 to date, the town has successfully collected \$59,680 in outstanding suspense taxes and interest.

Recommendation

Staff recommends that the Council approve the list as presented. If the Town Council concurs with this recommendation, the following motion is in order:

Move, effective June 8, 2009, to transfer \$95,536.61 in uncollected property taxes to the Mansfield Property Tax Suspense Book, as recommended by the Collector of Revenue.

Attachments

- 1) List Summary

SUSPENSE LIST SUMMARY BY YEAR

MAY 21, 2009

<u>GL YEAR</u>	<u>TOTAL TAX</u>
2000 TOTAL	342.55
2002 TOTAL	1,742.81
2003 TOTAL	14,624.00
2004 TOTAL	41,879.95
2005 TOTAL	24,121.73
2006 TOTAL	9,946.23
2007 TOTAL	<u>2,879.34</u>
GRAND TOTAL	95,536.61



**Town of Mansfield
Agenda Item Summary**

TO: Town Council
FROM: Matt Hart, Town Manager
CC: Maria Capriola, Assistant to Town Manager; Jeffrey Smith, Director of Finance; Cherie Trahan, Controller/Treasurer
DATE: June 3, 2009
RE: Capital Improvement Program Closeouts/Adjustments

Subject Matter/Background

Attached please find correspondence from the Director of Finance recommending a number of adjustments to the Capital Projects Fund. Throughout the fiscal year, we do periodically recommend such adjustments, and the Director will be available at Monday's meeting to address any questions you may have.

Recommendation

The Finance Committee will review the proposed adjustments at their meeting prior to the Council meeting. If recommended by the Finance Committee, it is respectfully requested that the Town Council move the following:

Move, effective June 8, 2009, to approve the adjustments to the Capital Projects fund, as presented by the Director of Finance in his correspondence dated June 2, 2009.

Attachments

1. J. Smith re: Capital Projects Fund
2. Proposed Capital Fund Budget Changes

TOWN OF MANSFIELD
OFFICE OF THE FINANCE DIRECTOR



JEFFREY H. SMITH, Director of Finance

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILLE ROAD
MANSFIELD, CT 06268-2599
(860) 429-3343
fax: (860) 429-6863
E-Mail: smithjh@mansfieldct.org

TO: Matthew W. Hart, Town Manager
FROM: Jeffrey H. Smith, Director of Finance
DATE: June 2, 2009
RE: Capital Projects Fund

Attached is an analysis of current and proposed Revenue and Expenditure Budgets for specific Capital Projects. If adopted as presented, it will accomplish the following.

1. Officially close out completed projects:

80101 Capital Projects Coordination	82802 Large Diameter Fire Hose
81204 Town Hall Modifications	82817 State Police Radio
81610 Pool Car 08/09	82818 SCBA Equipment
81817 Mobile Compact Shelving	86361 Street Sweeper 08/09
82620 Refurbish ET 207	83632 Pickup Trucks 08/09
82624 Rescue Vehicle 06/07	83633 Large Dump Trucks 08/09
82627 Police Cruiser 08/09	83731 Turfcart Riding Mower 08/09
82628 Refurbish ET 507	

2. Increase/(Decrease) funding for the following completed Overspent/(Underspent) projects:

80101 Capital Projects Coordination	\$38,888
81204 Town Hall Modifications	2,544
81610 Pool Car 08/09	534
81817 Mobile Compact Shelving	(34)
82620 Refurbish ET 207	1,360
82624 Rescue Vehicle 06/07	400
82817 State Police Radio	(1,323)
82818 SCBA Equipment	(54,650)
83631 Street Sweeper 08/09	(14,372)
83632 Pickup Trucks 08/09	(12,400)
83633 Large Dump Trucks 08/09	6,441
83731 Turfcart Riding Mower 08/09	(12,121)

3. Reduce Funding for the following cancelled projects:

82627 Police Cruiser	(\$31,000)
82628 Refurbish ET 507	(65,000)

4. Officially recognize \$150,000 from Special Education Fund to Project 86260 Deferred Maintenance Projects.

5. Officially recognize \$10,000 from the Board General Fund to Project 86260 Deferred Maintenance Projects.

PROPOSED CAPITAL FUND BUDGET CHANGES

JOB #	DESCRIPTION	FUNDING SOURCE	REVENUE BUDGET					EXPENDITURE BUDGET				BALANCE TO SPEND (OVERSPENT)
			CURRENT BUDGET	PROPOSED CHANGE	AMENDED BUDGET	ACTUAL REVENUES	OVER/ (UNDER) PROPOSED	CURRENT BUDGET	PROPOSED CHANGE	AMENDED BUDGET	ACTUAL EXPEND.	
80101	Capital Projects Coordination	CNR	613,071	38,888	651,959	613,071	(38,888)	613,071	38,888	651,959	651,959	0 *
81204	Town Hall Modifications	CNR	35,000	2,544	37,544	35,000	(2,544)	35,000	2,544	37,544	37,544	0 *
81610	Pool Car 08/09	Lease Purchase	22,000	534	22,534	22,534	-	22,000	534	22,534	22,534	0 *
81817	Mobile Compact Shelving	State Support	47,924	-	47,924	47,924	-					
		CNR	17,660	(34)	17,626	17,660	34					
			65,584	(34)	65,550	65,584	34	65,584	(34)	65,550	65,550	0 *
82620	Refurbish ET 207	CNR	40,000	1,360	41,360	40,000	(1,360)	40,000	1,360	41,360	41,360	0 *
82624	Rescue Vehicle 06/07	CNR	190,000	400	190,400	190,000	(400)	190,000	400	190,400	190,400	0 *
82627	Police Cruiser 08/09	Lease Purchase	31,000	(31,000)	-	-	-	31,000	(31,000)	-	-	0 *
82628	Refurbish ET 507	Lease Purchase	65,000	(65,000)	-	-	-	65,000	(65,000)	-	-	0 *
82802	Large Diameter Fire Hose	CNR	10,000	-	10,000	10,000	-	10,000	-	10,000	10,000	0 *
82817	State Police Radio	CNR	5,000	(1,323)	3,677	5,000	1,323	5,000	(1,323)	3,677	3,677	0 *
82818	SCBA Equipment	CNR	9,737	(2,733)	7,005	9,737	2,733					
		State Grant	185,003	(51,918)	133,086	140,090	7,005					
			194,740	(54,650)	140,090	149,827	9,737	194,740	(54,650)	140,090	140,090	0 *
83631	Street Sweeper 08/09	Lease Purchase	150,000	(14,372)	135,628	135,628	-	150,000	(14,372)	135,628	135,628	0 *
83632	Pickup Trucks 08/09	Cemetery Fund	35,000	(12,400)	22,600	22,600	-	35,000	(12,400)	22,600	22,600	0 *
83633	Large Dump Trucks 08/09	Lease Purchase	140,000	6,441	146,441	146,441	-	140,000	6,441	146,441	146,441	0 *
83731	Turfcat Riding Mower 08/09	Lease Purchase	25,000	(12,121)	12,879	12,879	-	25,000	(12,121)	12,879	12,879	0 *
86260	Deferred Maintenance Projects	Board General Fund	218,500	10,000	228,500	228,500	-					
		CNR	145,000	-	145,000	145,000	-					
		Board Special Revenue	-	150,000	150,000	-	(150,000)					
		Other	136,436	-	136,436	136,436	-					
			499,936	160,000	659,936	509,936	(150,000)	499,936	160,000	659,936	532,588	127,348
			\$ 2,121,331	\$ 19,267	\$ 2,140,598	\$ 1,958,500	\$ (182,098)	\$ 2,121,331	\$ 19,267	\$ 2,140,598	\$ 2,013,250	\$ 127,348

* Projects to be closed

Recap of Funding Changes:	CNR	\$ 39,103
	Board General Fund	10,000
	Board Special Revenue	150,000
	Cemetery	(12,400)
	State Grant	(51,918)
	Lease Purchase	(115,518)
		\$ 19,267

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Memorandum

To: Matt Hart, Town Manager
From: Cherie Trahan, Controller/Treasurer
Date: 6/4/2009
Re: Inter-local Agreement with Columbia for FY 2009/10

Attached is a proposed inter-local agreement with the Town of Columbia for financial services for Fiscal Year 2009/10. Our current agreement is set to expire on June 30, 2009.

Under the current agreement, we are providing Columbia with the financial services of an accountant and controller up to ten hours per week. The proposed agreement would continue that support from July 1, 2009 until June 30, 2010. Since the Town of Columbia is in the process of revising their Charter, they wish to continue with our services until the new Charter is in place and they have the time to recruit and hire a new Finance Director.

While our Finance Department is undergoing many changes this fiscal year, having worked the past several months with the Town Administrator and staff from Columbia, I am confident that we can continue to support them and maintain our own level of service. While efficiencies within the department will allow the shifting of some responsibilities, during our busiest times (budget season), it is very probable that additional work hours will be needed by some exempt staff. I am not proposing any additional wages, but rather compensatory time will be awarded should the work week exceed 40 hours.

I am proposing a fee of \$30,000 for the 12-month period. While all of this is unbudgeted revenues, and adds no additional costs to the Town, it also more than covers our actual costs for the hours worked. In other words, it covers our salary and benefits costs plus a profit margin for the Town of approximately 20%.

Therefore, I recommend continuing with an inter-local agreement for financial services with the Town of Columbia.

**Interlocal Agreement between the Town of Mansfield and the Town of Columbia for
Financial Services**

THIS AGREEMENT is made this _____ day of June 2009, by and between the **TOWN OF MANSFIELD**, a municipal corporation chartered under the laws of the State of Connecticut (herein referred to as "Mansfield") and the **TOWN OF COLUMBIA** (herein referred to as "Columbia").

Whereas, Mansfield has senior staff experienced in municipal accounting and financial matters; and,

Whereas, Mansfield is willing to provide municipal financial and accounting services to Columbia; and,

Whereas, Columbia has the need for financial and accounting services;

Now therefore, for the promises and considerations specified herein, Mansfield and Columbia (hereinafter referred to as "the Parties") do hereby agree as follows:

A. Mansfield Agrees:

1. To provide Columbia with the financial services of an employee holding the position with the Town of Mansfield of "Accountant" or "Controller," who shall allocate an average of ten hours per week of his/her working hours to Columbia from July 1, 2009 – June 30, 2010.
2. Said work may be performed at the offices of the Town of Columbia or Town of Mansfield, or at or from any other location agreeable to the parties.
3. To keep confidential all reports, information, dates, etc. given to or prepared by Mansfield under this agreement which Columbia requests to be kept confidential and shall not make available the same without prior approval from Columbia.

B. Columbia Agrees:

1. To pay Mansfield a fee of \$30,000 for the services provided in section A above, \$15,000 payable upon execution of this agreement and \$15,000 payable December 15, 2009.
2. To hold Mansfield and any of Mansfield's officers, agents or employees harmless from any liability (including reasonable attorney's fees and all costs) for any and all damages to persons and property resulting from the actions of Mansfield unless such damages are caused by, or are the result of, the misconduct of Mansfield or any of Mansfield's officers, agents or employees.

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