

Government Operations Committee

Monday, September 19, 2016 @ 5:15 pm

City Council Chambers

AGENDA

CONSENT AGENDA

1. Council Order, Authorizing Application for a Lead Poisoning Prevention Grant
 - Please see attached Council Action Page and Council Order
2. Council Resolve, Accepting and Appropriating Funding for the Drug Free Communities Grant
 - Please see attached Council Action Page and Council Resolve
3. Council Resolve, Accepting and Appropriating Funding for the Shelter + Care Program
 - Please see attached Council Action page and Council Resolve
4. Council Order, Authorizing Adoption of the 2016 Penobscot County Hazard Mitigation Plan
 - Please see attached background Memorandum from Fire Chief Higgins, Council Action page and Council Order
5. Council Order, Authorizing the Application for 2016 Assistance to Firefighter Grant
 - Please see attached background memorandum from Fire Chief Higgins, Council Action Page and Council Order

REGULAR AGENDA

6. 2017 Sno-Cross Agreement for the Use of Bass Park Infield, Track and Grandstand
 - Please see attached memorandum from Parks and Recreation Director Willette, Council Action Page and Council Order
7. Proposed Relocation of Skateboard Park to the Parks and Recreation Building on Lower Main Street
 - Please see attached background memorandum form Parks and Recreation Director Willette
8. Designation of Voting Delegate Credentials for Annual Maine Municipal Association Business Meeting on October 5th at 1:30 at the Cross Insurance Center
9. As an MMA member, Bangor is entitled to designate a voting member and alternate for the Association's Annual Business Meeting.
 - Please see attached background memorandum from the Maine Municipal Association

COUNCIL ACTION

Item No. 16-

Date: September 26, 2016

Item/Subject: **ORDER**, Authorizing the City Manager to Apply for a two year Grant in the amount of \$60,000 from the Maine DHHS Centers for Disease Control Lead Poisoning Prevention Fund

Responsible Department: Public Health & Community Services

Commentary: This order authorizes the City Manager to apply for a two-year grant in the amount of \$60,000 from the Maine DHHS to advance meaningful progress toward reducing the burden of childhood lead poisoning in Bangor, identified as one of Maine's high risk areas, through community-based activities that enable parents and property owners to identify and address lead hazards and risks before children are poisoned.

This initiative will focus on: 1) owners of rental units built before 1950 in Bangor; and, 2) expectant parents and parents with children less than six (6) years old who live in rental units or owner-occupied homes built before 1950. Bangor is one of the five high risk areas in Maine which also includes the municipalities of: Augusta, Biddeford, Lewiston/Auburn and Portland.

Revenue for the Lead Poison Prevention Fund is obtained from a twenty-five cent (\$0.25) per gallon fee imposed on manufacturers or wholesalers of paint sold in Maine. The LPPF is administered by the DHHS Childhood Lead Poisoning Prevention Unit.

DHHS has been providing contracts to Bangor, as a high risk area, to conduct lead poisoning education and outreach activities since 2009. DHHS has documented declines in the percentage of children under age six (6) who have been newly identified with lead poisoning in all high risk areas for the years 2010-2014 as compared to 2003-2007, the five (5) year time period prior to the initiation of lead poisoning prevention activities.

The term of the initial grant would be 1/1/2017 to 12/31/2018, two years. Renewals for two subsequent two year terms are possible based on performance.

Department Head

Manager's Comments:

City Manager

Associated Information: Order

Budget Approval:

Director

Finance

Legal Approval:

Solicitor

City

Introduced for

- Passage**
- First Reading**
- Referral**

Page 2 of 2



Assigned to Councilor

CITY OF BANGOR

(TITLE.) ORDER, Authorizing the City Manager to Apply for a two year Grant in the amount of \$60,000 from the Maine DHHS Centers for Disease Control Lead Poisoning Prevention Fund

By the City Council of the City of Bangor:

ORDERED, THAT the City Manager is hereby authorized to apply for \$60,000.00 from the Maine Centers for Disease Control's Lead Poisoning Prevention Fund to continue lead poisoning prevention activities in Bangor for the two year period January 1, 2017 to December 31, 2018.

COUNCIL ACTION

Item No. 16-

Date: September 26, 2016

Item/Subject: **Resolve**, Accepting and Appropriating a Grant in the amount of \$125,000 from the Substance Abuse and Mental Health Services Administration (SAMHSA) to Implement Drug Free Communities Program.

Responsible Department: Public Health & Community Services

Commentary: This resolve will accept and appropriate a grant in the amount of \$125,000 from SAMHSA to continue to implement the Drug Free Communities program in Brewer, Hermon and Hampden. This is the fifth year of a five-year grant to address substance abuse prevention in three municipalities in the Penquis Region Public Health District: (Brewer, Hampden, and Hermon). The term of the fifth year is September 30, 2016 to September 29, 2017.

Department Head

Manager's Comments:

City Manager

Associated Information: Resolve

Budget Approval:

Finance Director

Legal Approval:

City Solicitor

Introduced for
 Passage
 First Reading
 Referral



Assigned to Councilor

CITY OF BANGOR

(TITLE.) Resolve, Accepting and Appropriating a Grant in the amount of \$125,000 from the Substance Abuse and Mental Health Services Administration (SAMHSA) to Implement Drug Free Communities Program.

By the City Council of the City of Bangor:

RESOLVED, THAT the City Manager is hereby authorized to accept and appropriate \$125,000 from the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration to implement the Drug Free Communities program in the Penquis Region Public Health District municipalities of: Brewer, Hampden, and Hermon. The grant period is September 30, 2016 to September 29, 2017.

COUNCIL ACTION

Item No. _____

Date: September 26, 2016

Item/Subject: Resolve, Accepting and Appropriating Grant Funds from the U.S. Department of Housing and Urban Development - Shelter Plus Care Renewal for a one year period beginning September 1, 2016

Responsible Department: Health & Community Services

Commentary:

The City receives ongoing renewal funding to continue several homeless programs under the U.S. Department of Housing and Urban Development's Homeless Continuum of Care. The City's Shelter Plus Care program won initial funding from the federal government in 1993. The program is used to provide subsidized rents for qualified homeless individuals with a primary diagnosis of mental illness, chronic substance abuse or HIV related illness who are receiving support services.

The amount of the grant is \$422,158 which, under the current grant, is funding 65 households. Of these households, 55 live in Bangor, 1 in Orono, and 9 in Brewer. The grant award is based upon 51 households, so we are well above the grant target. The grant period is September 1, 2016 to August 31, 2017

Department Head

Manager's Comments:

City Manager

Associated Information: Resolve

Budget Approval:

Finance Director

Legal Approval:

City Solicitor

Introduced for



Assigned to

CITY OF BANGOR

(TITLE.) Resolve, Accepting and Appropriating Grant Funds from the U.S. Department of Housing and Urban Development – Shelter Plus Care Renewal for the one year period beginning September 1, 2016

BY THE CITY COUNCIL OF THE CITY OF BANGOR:

BE IT RESOLVED, that Shelter Plus Care program grant funds in the amount of \$422,158 from the U.S. Department of Housing and Urban Development are hereby accepted and appropriated for the purpose of supporting 51 housing units for the grant period September 1, 2016 to August 31, 2017

TO: Government Operations Committee
FR: Tom Higgins, Fire Chief/Emergency Management Director
DT: September 14, 2016
RE: Penobscot County Hazard Mitigation Plan (2016 Update)

History has proven that well developed plans are key to the effective response and recovery from the impacts of nature or man-made disasters. In 2005 Penobscot County Emergency Management Agency developed a written Hazard Mitigation Plan to meet Federal Emergency Management Agency (FEMA) requirements. Their plan is much like our City of Bangor "All Hazards Plan", but more broadly developed for Penobscot County. Penobscot County's plan covers 3 cities, 52 towns and 4 plantations. This plan was updated in 2010 and again in 2015, with federal approval of the recent updates received in April 2016.

As in past years, the final step in updating the Penobscot County Plan is obtaining authorized signatures from community officials. To continue eligibility for federal disaster funds after an event, all communities in Penobscot County are required to re-sign the document. As the City of Bangor's Emergency Management Director, I was given the opportunity to provide input during the revision process and recommend we continue to support their plan.

Staff will attend the meeting to further discuss the new plan and field any questions.

COUNCIL ACTION

Item No.

Date: September 26, 2016

Item/Subject: Order, Authorizing the Adoption of the 2016 Penobscot County Hazard Mitigation Plan.

Responsible Department: Fire

Commentary: This Order will authorize adoption of the recently updated 2016 Penobscot County Hazard Mitigation Plan. This plan is maintained to meet Federal Emergency Management Agency (FEMA) standards for disaster reimbursement. Bangor officials signed the original document in 2005 and an update in 2010. All communities are required to endorse updates to remain eligible for disaster funds. This was reviewed by the Government Operations Committee on September 19, 2016.

Department Head

Manager's Comments:

City Manager

Associated Information: Order

Budget Approval:

Finance Director

Legal Approval:

City Solicitor

Introduced for

- Passage
- First Reading
- Referral



Assigned to Councilor

CITY OF BANGOR

(TITLE.) Order, Authorizing the Adoption of the 2016 Penobscot County Hazard Mitigation Plan.

By the City Council of the City of Bangor:

ORDERED,

THAT, Adoption of the 2016 Penobscot County Hazard Mitigation Plan is hereby authorized and approved. This plan is maintained to meet Federal Emergency Management Agency (FEMA) standards for disaster reimbursements. The 2016 plan is an update of the 2010 plan and makes Bangor eligible for disaster funds if Penobscot County suffers a natural or man-made disaster that meets reimbursement thresholds.

TO: Government Operations Committee

FR: Tom Higgins, Fire Chief

DT: September 13, 2016

RE: Assistance to Firefighters Grant

Over the past decade, the fire department has been successful with several Assistance to Firefighter Grants (AFG) applications. Past awards have allowed for the purchase of key pieces of equipment as well as for the updating of fire alarms and sprinkler systems in two fire stations.

With the 2016 application period expected to open in October, the fire department is seeking approval to apply again this year. This year's application will target firefighter health and safety by applying for physical fitness equipment, including three new treadmills. Although a budget is not fully developed yet, we are requesting approval to apply for an amount not to exceed \$25,000. A successful award would require a 10% match that would be covered by the current FD budget.

FD staff will attend the meeting to answer any questions or concerns.

COUNCIL ACTION

Item No.

Date: September 26, 2016

Item/Subject: Order, Authorizing the City Manager and Fire Department to Apply for a 2016 Assistance to Firefighter Grant.

Responsible Department: Fire

Commentary: This Order will authorize the City Manager and Fire Department to apply for not more than \$25,000 in grant funding to update physical fitness equipment for the City's firefighters. New treadmills and other equipment would be updated at each of the three city fire stations. A grant award would require a 10% match from the fire department budget, and funding is included in the approved FY 17 Fire Department budget. This was reviewed by the Government Operations Committee on September 19, 2016.

Department Head

Manager's Comments:

City Manager

Associated Information: Order

Budget Approval:

Finance Director

Legal Approval:

City Solicitor

Introduced for

- Passage
- First Reading
- Referral

SEPTEMBER 26, 2016



Assigned to Councilor

CITY OF BANGOR

(TITLE.) Order, Authorizing the City Manager and Fire Department to Apply for a 2016 Assistance to Firefighter Grant

By the City Council of the City of Bangor:

ORDERED,

THAT, the City Manager and Fire Department are hereby authorized to apply for a 2016 Assistance to Firefighter Grant, not exceeding \$25,000, to upgrade physical fitness equipment for the City's firefighters. The required 10% match is included in the approved FY 17 Fire Department Budget.

MEMORANDUM

TO: Government Operation Committee

FROM: Tracy Willette, Director
Parks and Recreation

SUBJ: 2017 Sno Cross at Bass Park

DATE: September 14, 2016

Last winter, East Coast Sno Cross sponsored a professional snowmobile event, Sno Cross, at Bass Park. East Coast Sno Cross collaborates with the Eastern Maine Community College Foundation and the event is a fundraiser for the foundation.

The event 2016 was successful enough for East Coast Sno Cross, so they would like to have the event again in 2017. The planned dates are January 28th and 29th. As we did last year, we will enter into a use agreement with East Coast Sno Cross using much of the same language as the 2016 agreement. Included in the 2017 draft will be language regarding snow making activity.

The Parks and Recreation Department will be the City's representative which is consistent with other event agreements.

Staff will be at your meeting to answer any questions you may have.

COUNCIL ACTION

Item No. _____

Date: 9-26-16

Item/Subject: Authorizing the Execution of an Agreement with Eastern Sno Cross – for use of the Bass Park Infield, Track, and Grandstand

Responsible Department: Parks and Recreation

Commentary: This past January, East Coast Sno Cross, LLC entered into an agreement with the City to host a snowmobile racing event at Bass Park. This event is part of a tour operated by East Coast Sno Cross. East Coast Sno Cross wishes to use the infield, a portion of the track and the grandstand at Bass Park for 2017. The event will be on January 28th and 29th, 2017 from 9:00 a.m. to 5:00 p.m. each day. The premises will be used from January 11, 2017 through February 1, 2017 for set up, take down and the event itself. The City leases the premises to Hollywood Casino and they have participated in the discussions with East Coast Sno Cross and are in agreement with allowing the event. The agreement shall include the following terms: East Coast Sno Cross will pay the City \$1.25 for every ticket sold to the event; East Coast Sno Cross will provide insurance with the City of Bangor and Hollywood Casino named as additional insured; East Coast Sno Cross will indemnify and hold harmless the City of Bangor and Hollywood Casino; East Coast Sno Cross will pay the City any direct costs for fire, police and water usage; East Coast Sno Cross will provide a security deposit. This item was reviewed by the Government Operations Committee on September 19, 2017.

Tracy Willette
Department Head

Manager's Comments:

City Manager

Associated Information: Order

Budget Approval:

Finance Director

Legal Approval:

City Solicitor

Introduced for
 Passage
 First Reading
 Referral

Page __ of __



Assigned to Councilor

CITY OF BANGOR

(TITLE.) Order, Authorizing the Execution of an Agreement with East Coast Sno Cross – for use of the Bass Park Infield, Track, and Grandstand

WHEREAS, the East Coast Sno Cross, LLC wishes to use the infield, a portion of the track, and the grandstand at Bass Park for a Snocross event in January 2017 and

WHEREAS, the City has a lease with GLP Capital, L.P. (Hollywood Casino) for their use of the track, infield and grandstand; and

WHEREAS, the lease provides that the City may use the grandstand and infield so long as it does not interfere with GLP Capital, L.P. use of the premises; and

WHEREAS, GLP Capital, L.P. is in agreement with East Coast Sno Cross, LLC 's request to use the property for a Snocross event.

NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF BANGOR THAT

That Catherine M. Conlow, City Manager, is hereby authorized to execute an agreement with East Coast Sno Cross, LLC for the use of the infield, a portion of the track, and the grandstand at Bass Park for a Snocross event. The agreement shall include the following terms: the Snocross event shall be on January 28 and 29, 2017 from 9:00 a.m. to 5:00 p.m. each day; those putting on the event shall have access to the infield, track and grandstand from January 11 – February 1, 2017 in order to set up for and clean up after the event; East Coast Sno Cross will pay the City \$1.25 for every ticket sold to the event; East Coast Sno Cross , LLC will provide insurance with the City of Bangor and GLP Capital, L.P. named as additional insured; East Coast Sno Cross will indemnify and hold harmless the City of Bangor and GLP Capital, L.P.; East Coast Sno Cross, LLC will pay the City any direct costs for fire, police and water usage; East Coast Sno Cross will provide a security deposit; and such other terms as appropriate. Said agreement shall be in a final form as approved by the City Solicitor.

TEMPORARY USE AGREEMENT

This Temporary Use Agreement (the "Agreement") is made this _____ day of _____, 2016 by and between the City of Bangor (the "City") and East Coast Sno Cross, LLC ("ECSC") and HC Bangor, LLC ("HCB").

WHEREAS, ECSC wishes to host a snocross event at Bass Park in January 2017 (the "Event"); and

WHEREAS, the City and GLP Capital, L.P. are parties to a lease (the "Park Lease") of certain portions of Bass Park, setting forth the rights and responsibilities of each; and

WHEREAS, GLP Capital, L.P. has subleased all of its right, title and interest in and to the Park Lease and Bass Park to Penn Tenant, LLC, who has in turn further sublet all of the right, title and interest in and to the Park Lease and Bass Park to HCB.

WHEREAS, the City and HCB are willing to allow the use by ECSC of certain portions of Bass Park, including the track, track infield, parking and Grandstand (collectively, the "Premises") pursuant to the express terms of this Agreement.

NOW, THEREFORE, the City, ECSC and HCB mutually agree to the following terms and conditions allowing said use as follows:

1. Use:

ECSC shall use the Premises, as further defined below, for the purposes of hosting a snocross racing event. ECSC shall be allowed to build an appropriate snocross racing track on the Premises. ECSC shall be authorized to use reasonable equipment to build the race track.

2. Dates and Hours of Use:

ECSC shall be authorized to be on the Premises from January 11th, 2017 to February 1st, 2017 (the "Use Period") during reasonable hours to set up, host and clean up for the event.

The snowmobile racing event shall be held on January 28th and 29th from 9am to 5pm, unless otherwise approved by the City.

Should ECSC need to create snow during the "use period" for this event, it will be done under terms negotiated with and agreeable to the City.

3. Premises:

ECSC shall be permitted to use the Bass Park track, infield, paddock area outside of stables, and a majority portion of the parking lot as to be agreed upon by the parties, and grandstand spectator seating. The specific area shall be agreed upon by the parties after submission by ECSC to the City and HCB of the areas they propose to use.

On or before January 6, 2017 ECSC shall provide the City and HCB with a plan detailing the proposed areas of Bass Park to use and purpose. The proposed plan will identify the spectator areas, snowmobile racing track, vendors, parking, bathroom facilities and other event infrastructure. The proposed plan is subject to final approval by the City and HCB to the extent of their respective interests in Bass Park pursuant to the terms of the Park Lease. ECSC shall not be permitted to use any other areas of Bass Park.

4. Security:

ECSC shall provide reasonable private security for their event. ECSC shall contract with the City to provide additional security and public safety for the duration of their event. ECSC shall pay the City for police at a rate of \$68 per hour per commanding officer (one) for a four hour minimum and \$63 per hour for each officer for a four hour minimum. Emergency medical personnel shall be paid at a rate \$240.00 per commanding officer (one) for a four hour minimum and \$55.76 for each additional hour and \$212.00 for each firefighter for a four hour minimum and \$53.00 per firefighter for each additional hour and equipment required by the City for this event. The staffing level for police and emergency medical personnel shall be based on the recommendation of the Police Chief and Fire Chief, with consideration for the attendance, size and nature of the event.

5. Restroom facilities:

ECSC shall be responsible for providing adequate portable and non portable restroom facilities for their event. The number of portable restrooms to be provided shall be accordance with typical event standards of this type. An adequate number of barrier free portable restrooms shall be included. ECSC shall not use the restrooms in the Grandstand. ECSC shall be solely responsible for removal of the portable restrooms and all effluent therein in accordance with all laws.

6. Food and Beverage:

ECSC may have vendors for clothing, memorabilia, food and beverages, including a vendor duly licensed and authorized to sell alcoholic beverages in the State of Maine, on the premises within the secured event area. Alcoholic beverage vendors shall only employ TIPS certified employees in concession sites where alcohol will be sold. ECSC shall not allow any food or beverage vendor to operate until it has received any required inspection and permit. No food or beverage shall be served outside of the Premises. ECSC shall retain all revenue from merchandise, food and beverage, and ticket sales after payment to the City of the amount due described herein.

7. Cleanup:

ECSC shall be responsible for the cleanup of the premises and surrounding area, including but not limited to, removal of the snocross track that is built, all refuse, snow from the harness racing track surface, excess from the infield of the harness racing track. The cleanup of the track shall be sufficient to return the track to as good as or better condition as existed prior to entry by ECSC onto the Premises pursuant to this Agreement. The excess snow volume shall be determined by the City Engineer and shall reflect the volume of snow, weather forecast and other factors. The requirement for ECSC to

remove excess snow shall be at the sole determination and discretion of the City Engineer and reasonably acceptable to HCB.

8. Compliance with Laws

ECSC shall comply with all federal, state, and local laws, regulations, and ordinances.

9. Indemnification

ECSC shall indemnify, defend, save and hold harmless the City, Global Spectrum, GLP Capital, L.P., Penn Tenant, LLC and HCB and each of their respective employees, officers, directors, partners, members and agents of, from and against any and all suits, claims, damages and actions of any kind or nature arising directly or indirectly from the use of the Premises by ECSC pursuant to this Agreement, including, but not limited to, from the negligence or willful acts of ECSC, its agents, servants, and employees in the exercise of ECSC's rights granted under this Agreement. For this purpose only, ECSC hereby expressly waives any and all immunity from suit or judgment ECSC may otherwise enjoy under provisions of the Maine Worker's Compensation Act, Title 39-A Maine Revised Statutes, Section 104, or other provisions of law, with respect to any claim, demand, action, suit or judgment brought or recovered by ECSC's agents, servants or employees against the City, Global Spectrum, GLP Capital, L.P., Penn Tenant, LLC and/or HCB, arising directly or indirectly, out of the ECSC's or its agents, servants or employees use of the Premise and/or the exercise of the rights granted under this Agreement. For this purpose only, ECSC further expressly waives any and all immunity from suit or judgment it may otherwise enjoy under Title 14 Maine Revised Statutes, Section 158-A.

10. Insurance:

ECSC shall at its own expense provide commercial liability insurance in an amount not less than \$1,000,000 per accident and \$5,000,000 aggregate coverage for all claims arising out of the named insured's activities on the premises. The City and GLP shall be provided with certificates of insurance evidencing such coverage, which shall name the City of Bangor, Global Spectrum and GLP as additional insured.

11. Fee:

ECSC agrees to pay the City \$1.25 of every ticket sold. Settlement for this and City services will be due at the conclusion of the event on Sunday January 29th, 2017 through a settlement process with the Parks and Recreation Director or designee and a representative of ECSC.

ECSC agrees to pay the City for water used for snowmaking to build and/or maintain the snocross racing surface at the current established rate.

12. Escrow:

ECSC shall pay to the City on or before January 4, 2016 the sum of \$5,000 to be held by the City in escrow. If, after consulting in with ECSC, the parties cannot reach an agreement concerning any monies

owed for an alleged financial obligation or damage, the City shall have the right to draw down the escrow funds to pay any financial obligation due the City or pay for damage seven (7) days after the scheduled event.

13. Amendments:

Any amendments to this agreement shall be in writing and shall not be effective unless such writing is executed by all parties to this Agreement.

14. Miscellaneous:

This Agreement sets forth all the promises, agreements, conditions and understandings between the City, ECSC and HCB relative to the use of the Premises by ECSC for the Event, and there is no promise, agreement, condition or understanding, either oral or written, between them other than as are herein set forth.

Each covenant and agreement contained in this Agreement shall for all purposes be construed to be a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

The headings to the various paragraphs of this Agreement have been inserted for convenient reference only and shall not modify, amend or change the express terms and provisions of this Agreement.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Maine.

This Agreement or a memorandum hereof shall not be recorded in the land records of the municipality, county or state in which the Premises is located.

This Agreement may be executed in any number of counterparts each of which shall be an original and all, when taken together, shall constitute one and the same document. Transmission by facsimile of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

This agreement constitutes the entire agreement between the City, ECSC and HCB.

[CONTINUED ON THE NEXT PAGE]

The undersigned hereby warrant and represent that they have proper authority to enter into this agreement on behalf of their respective parties.

CITY OF BANGOR

Witness

By: _____
Name: Catherine Conlow
Title: City Manager

EAST COAST SNO CROSS, LLC

Witness

By: _____
Name:
Title:

HOLLYWOOD CASINO BANGOR, LLC

Witness

By: _____
Name:
Title:

MEMORANDUM

TO: Government Operations Committee

FROM: Tracy Willette, Director
Parks and Recreation

SUBJ: Proposed Skateboard Park Relocation – Zone Change Request - Parks and Recreation Center

DATE: September 15, 2016

In the mid nineteen nineties, the Parks and Recreation Department operation was moved to properties and buildings that came to the City from the State of Maine. The entire property was actually two different parcels, although both parcels were zoned Industry and Service. At the time the property was acquired by the city, the parcel that the buildings occupied was rezoned as Government & Industrial Service District while the parcel behind the buildings was left as Industry & Service. At the time, it was hoped the I&S zoned parcel could be sold as a development site. There was neighborhood concern about the impact of such development on that parcel, and no further action was taken to develop the parcel.

Since then, the operation of the Parks and Recreation Department has grown. In particular, the need for outdoor space to serve our KidsCave before and afterschool program. To try and serve that need, a play structure was installed and greenspace developed that closely abuts the parcel that is presently zoned as IS. More recently, a portion of that same parcel has been identified as a new location for the skate park which is currently located on Maine Avenue. The current zoning designation (IS) does not allow for this relocation to occur.

Staff is requesting the committee's approval to move forward with the established zoning amendment process (through the Planning Board) to change the designation of this parcel from Industry and Service to Government & Industrial Service District, which, if approved, would then accommodate the proposed Skateboard Park relocation.

Staff will be present to answer any questions the Committee may have.



Maine Municipal Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

MEMORANDUM

TO: Key Municipal Officials of MMA Member Cities, Towns and Plantations

FROM: Stephen W. Gove, Executive Director

DATE: September 1, 2016

SUBJECT: Voting Credentials for MMA Annual Business Meeting

The Maine Municipal Association Annual Business Meeting is being held in conjunction with the MMA Annual Convention and will take place on **Wednesday, October 5, 2016, at 1:30 p.m. in Ballroom 5 at the Cross Insurance Center in Bangor, Maine.** The MMA Bylaws entitle each member community to one (1) voting representative.

Enclosed please find the *MMA Voting Delegates Credential Form* on which the municipal officers may designate their municipality's voting representative and alternate. We have also attached the Proposed Agenda for the MMA Annual Business Meeting for your reference. The current MMA Bylaws as adopted in 2013 will be available at the MMA Annual Business Meeting or may be viewed on the MMA website at

<http://www.memun.org/public/MMA/Gov/bylaws.pdf>.

Please note that the MMA Executive Committee is not putting forth any proposed amendments to the MMA bylaws for this year. If you plan to be at the MMA Annual Convention and would like to have a Voting Delegate represent your municipality, please complete the MMA Voting Delegate Credential Form and return to our office by **Tuesday, October 4, 2016** or bring it with you to the MMA Annual Business Meeting. We have provided a self-addressed, self-stamped envelope for your convenience.

We look forward to seeing you at this year's MMA Annual Convention in the City of Bangor. If you have any questions on this information, please contact Theresa Chavarie at 1-800-452-8786 ext. 2211 or in the Augusta area at 623-8428.

**Maine Municipal Association
Annual Business Meeting
Wednesday, October 5, 2016
1:30 – 2:15 p.m.
Cross Insurance Center, Bangor, Maine
Ballroom 5**

PROPOSED AGENDA

1. **Introductions and Welcoming Remarks** – MMA President Stephan Bunker (Selectperson, Town of Farmington)
2. **Approval of 2015 MMA Annual Business Meeting Minutes** – Stephan Bunker
3. **MMA President's Report** – Stephan Bunker
4. **Update on Development of MMA's Legislative Agenda** – Laurie Smith, MMA Vice President and Chair of Legislative Policy Committee
5. **Announcement of Election Results for MMA Executive Committee and Introduction of New Executive Committee Members** – Stephan Bunker
6. **Executive Director's Report** - Stephen Gove, MMA Executive Director
7. **Other Business** (*comments from the floor*)
8. **Adjournment**