

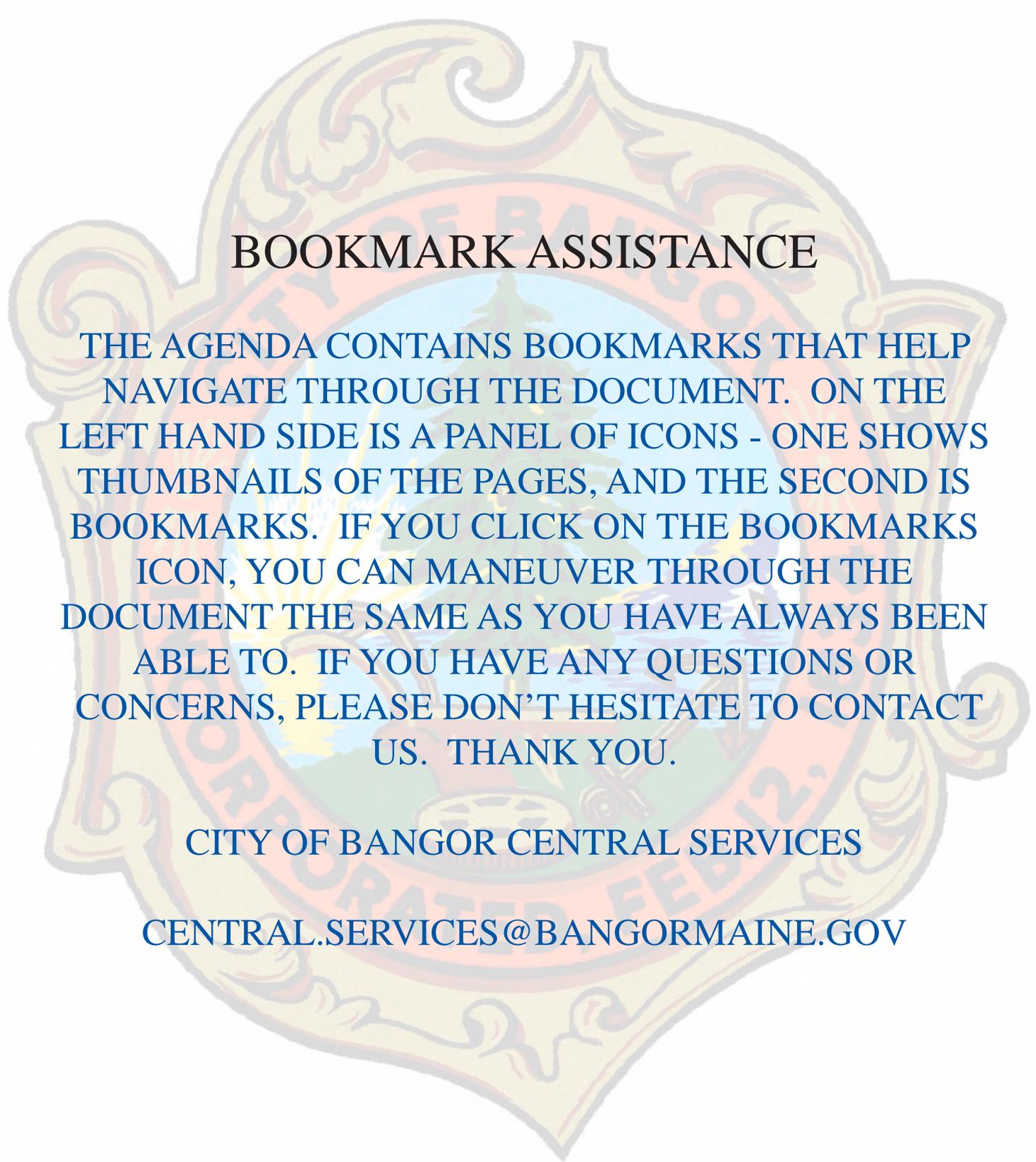
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CITY COUNCIL AGENDA

JANUARY 27, 2014





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CITY OF BANGOR CENTRAL SERVICES

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REGULAR MEETING BANGOR CITY COUNCIL – JANUARY 27, 2014

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC COMMENT

**CONSENT AGENDA
ITEM NO.**

**ASSIGNED TO
COUNCILOR**

*Explanatory Note: All items listed in the Consent Agenda are considered routine and are proposed for adoption by the City Council by one motion without discussion or deliberation. If discussion on any item is desired any member of the Council or public may merely request removal of the item to its normal sequence in the regular agenda prior to a motion for passage of the Consent Agenda.

MINUTES OF: Bangor City Council Regular Meeting of January 13, 2014, Airport Committee Meeting of December 10, 2013, Finance Committee Meeting of October 7, 2013, Government Operations Committee Meetings of October 22, 2013, November 19, 2013 and December 2, 2013, Bangor Water District Regular Meeting of December 17, 2013 and Bangor Water District Special Meeting of December 19, 2013

Liquor License Renewal: Application for Liquor License Renewal, Malt, Spirituous, Vinous of Chase's Family Restaurant Inc. d/b/a Chase's Family Restaurant, 1575 Hammond Street **GRAHAM**

Application for Liquor License Renewal, Malt, Spirituous, Vinous of China Harbor Restaurant Inc., d/b/a China Harbor Restaurant, 547 Main Street **GRAHAM**

Application for Liquor License Renewal, Malt, of Capital Pizza Huts, Inc. d/b/a Pizza Hut #624, 611 Broadway **GRAHAM**

Application for Liquor License Renewal, Malt, Spirituous, Vinous of Siam House Inc. d/b/a Thai Siam (China Express) **GRAHAM**

14-064 ORDER Accepting a donation of up to \$2,000 from an Anonymous Maine Troop Greeter for the Purchase and Installation of a Water Bottle Filling Station at Bangor International Airport **DURGIN**

REGULAR MEETING BANGOR CITY COUNCIL – JANUARY 27, 2014

**CONSENT AGENDA
ITEM NO.**

**ASSIGNED TO
COUNCILOR**

Executive Summary: This Order will accept a donation of up to \$2,000 from an anonymous Maine Troop Greeter for the purchase and installation of a water bottle filling station at Bangor International Airport. Recently Airport staff was approached by a member of the Maine Troop Greeters to add a water bottle filling station in the non-secure passenger waiting area on the second floor of the Domestic Terminal as an amenity for the troops. If approved, the unit will be installed by Airport staff by retrofitting a standard water fountain unit with a water bottle filling station made by the same vendor. This has been reviewed by the Airport Committee on January 14, 2014 and is recommended for approval.

14-065 ORDER Authorizing Execution of Agreement for Maine **BALDACCI
Department of Transportation Local Project – WIN
018486.00, Bangor Mall Boulevard/Hogan Road
Intersection Improvements**

Executive Summary: This order will authorize the City Manager to execute a Local Project Agreement with the Maine Department of Transportation in the amount of \$230,000 for design and construction of an additional right-turn lane at the intersection of Hogan Road and Bangor Mall Boulevard. The Local Project Agreement specifies a Federal share of the project to be at 80% of the total project cost, or \$184,000 and the City share to be \$46,000 or 20% of the total project cost. This item was reviewed and recommended for approval by the Infrastructure Committee at its January 14, 2014 meeting.

14-066 ORDER Authorizing Execution of Agreement for Maine **BLANCHETTE
Department of Transportation Local Project – WIN
018486.10, Hogan Road/Stillwater Avenue Intersection
Improvements**

Executive Summary: This order would authorize the City Manager to execute a Local Project Agreement in the amount of \$103,500 with the Maine Department of Transportation for design, construction work for a dedicated right-turn lane on Hogan Road and Stillwater Avenue. If approved the agreement stipulates a Federal share of \$82,800 or 80% of the total project costs and a City share of \$20,700 or 20% of the total project cost. This item was reviewed and recommended for approval by the Infrastructure Committee at its January 14, 2014 meeting.

**REFERRALS TO COMMITTEE AND FIRST READING
ITEM NO.**

**ASSIGNED TO
COUNCILOR**

NONE

REGULAR MEETING BANGOR CITY COUNCIL – JANUARY 27, 2014

**UNFINISHED BUSINESS
ITEM NO.**

**ASSIGNED TO
COUNCILOR**

14-060 ORDINANCE Amending Land Development Code – Zone Change – **DURGIN
1732 Ohio Street from a Contract Government and
Institutional Service District to a Rural Residence and
Agricultural**

Executive Summary: This proposal will amend the Land Development Code and rezone a property at 1732 Ohio Street from a contract zone to Rural Residence and Agricultural. The applicant, Mark D. Butterfield, is requesting a zone change for a parcel of land located at 1732 Ohio Street containing approximately 4.1 acres from a Contract Government and Institutional Service District to a Rural Residence and Agricultural District. This property was rezoned in 2004 as a potential site for Pilgrim Presbyterian Orthodox Church to relocate their Mount Hope Avenue facility. In 2013, they were able to expand on their Mount Hope property and have sold the Ohio Street property. RR&A will facilitate the site for typical agricultural uses and single family dwellings and is consistent with the neighboring properties. This was reviewed and recommended for approval by the Planning Board at its meeting on January 21, 2014.

14-061 ORDINANCE Amending Chapter 291, Vehicles and Traffic, of the **GALLANT
Code of the City of Bangor, By Allowing Parking for
Small Commercial Vehicles**

Executive Summary: If approved, this ordinance amendment would prohibit vehicles larger than one ton in capacity from parking on residential streets for more than four hours. One ton and smaller vehicles would not be subject to this four hour limit. Moving vehicles and gas, oil, and public utility vehicles would also be exempt from the limit.

The ordinance amendment would restrict larger vehicles, such as tractor-trailer trucks, from creating undue noise and other problems in residential neighborhoods, while allowing small contractors and similar truck owners to park overnight near their homes. This item was reviewed and recommended for approval at the January 6, 2014 Government Operations Committee.

REGULAR MEETING BANGOR CITY COUNCIL – JANUARY 27, 2014

NEW BUSINESS ITEM NO.	ASSIGNED TO COUNCILOR
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LIQUOR LICENSE (CLASS X)	Application for Liquor License Renewal, Malt, Spirituos, Vinous of Arayos LLC d/b/a Diamonds, 190B Harlow Street	GRAHAM
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PUBLIC HEARING:	Application for Special Amusement License of Arayos LLC d/b/a Diamonds, 190B Harlow Street	GRAHAM
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<u>14-067</u> <u>ORDER</u>	Approving a Community Development Business Development Loan to Maine Paper and Janitorial Supply, Inc.	PLOURDE
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Executive Summary: This Order will authorize the approval of a Business Development Loan with Maine Paper and Janitorial Supply, Inc. Maine Paper and Janitorial Supply, Inc. is a wholesale distributor of paper and janitorial supplies. Maine Paper intends to expand their existing business with a lease/option on a property at 120 Rice Street. They have asked the City for a loan from the City’s Community Development Business Development Loan Program in the amount of \$100,000. This loan will assist with the financing of the expansion including purchasing new equipment and making building improvements. The proposed loan will be forgivable provided that Maine Paper and Janitorial Supply Inc. will create 10 full time positions by the end of the three year term of the loan. This item was reviewed by the Business & Economic Development Committee in Executive Session on January 21, 2014.

<u>14-068</u> <u>ORDER</u>	Authorizing Execution of a Lease with the Maine Basketball Hall of Fame - Cross Insurance Center	NEALLEY
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Executive Summary: This Order will authorize the City Manager to execute a lease with the Maine Basketball Hall of Fame for use of space in the Cross Insurance Center. In 2010 and subsequent meetings, the Bangor City Council directed architects to design the Cross Insurance Center to incorporate the Basketball Hall of Fame. The Maine Basketball Hall of Fame, a non-profit entity, has been formed for the purpose of owning and operating an educational museum to honor those who have made extraordinary contributions to the sport of basketball in Maine; and to educate the public about the importance of the history of Maine basketball. The lease will be for a term of five years, the rent \$1 per year and the use shall consist of wall mounted materials display cases, written materials and banners.



**CONSENT
AGENDA**

MINUTES OF REGULAR MEETING BANGOR CITY COUNCIL – JANUARY 13, 2014

*Meeting called to Order at 7:30 PM
 Chaired by Councilor Sprague
 Councilors Absent: None
 Meeting Adjourned at 8:25 PM*

City Clerk, Lisa Goodwin, administered the oath of office to new members of the Sub-Committees

PUBLIC COMMENT

Ross Franchi spoke about fluoride in the drinking water and would like to see it addressed.

Lovern Stockwell thanked the Council for the work they did.

Domingo Paulette indicated that he hit a pothole and popped his tire. He understood that the city was not responsible until after the pothole was reported but wanted to know if there was anything the City could do for him.

CONSENT AGENDA ITEM NO.	ASSIGNED TO COUNCILOR
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MINUTES OF:	<i>Regular City Council Meeting of December 30, 2013, Airport Committee Meeting of November 26, 2013, Finance Committee Meetings of August 5, 2013, August 19, 2013 and August 26, 2013, and Business and Economic Development Committee Meeting of November 26, 2013</i>	
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Action: *Accepted and Approved*

Liquor License Renewal:	<i>Application for Renewal Liquor License, Malt, Spirrituous, Vinous of Hero's Sports Grill LLC d/b/a Hero's Sports Grill, 41 Washington Street</i>	GRAHAM
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Action: *Approved*

	<i>Application for Renewal Liquor License, Malt, Splrituous, Vinous of PR Mexican Restaurants LLC d/b/a Pepino's Mexican Restaurant, 570 Stillwater Avenue</i>	GRAHAM
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Action: *Approved*

<u>14-055</u>	<u>ORDER</u>	<i>Authorizing the City Manager to Accept \$6,284.00 in U.S. Currency, and Property or any Portion Thereof as a Result of a State Criminal Forfeiture</i>	CIVIELLO
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Action: *Passed*

<u>14-056</u>	<u>ORDER</u>	<i>Authorizing the City Manager to Apply for a \$400,000 Environmental Protection Agency Grant for a Brownfields Assessment Program</i>	GRAHAM
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Action: *Passed*

<u>14-057</u>	<u>ORDER</u>	<i>Authorizing Bid Award in the Amount of \$331,860 to Otis for Escalator Refurbishment</i>	BLANCHETTE
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Action: *Passed*

MINUTES OF REGULAR MEETING BANGOR CITY COUNCIL – JANUARY 13, 2014

CONSENT AGENDA **ASSIGNED TO**
ITEM NO. **COUNCILOR**

14-058 **ORDER** *Authorizing Bid Award in the Amount of \$111,970 to Frank J. Zamboni Company for Ice Resurfacers* **GALLANT**

Action: Passed

14-059 **ORDER** *Authorizing the City Manager to enter into a lease renewal agreement with the Transportation Security Administration (TSA) for space at Bangor International Airport* **DURGIN**

Action: Passed

REFERRALS TO COMMITTEE AND FIRST READING **ASSIGNED TO**
ITEM NO. **COUNCILOR**

14-060 **ORDINANCE** *Amending Land Development Code – Zone Change – 1732 Ohio Street from a Contract Government and Institutional Service District to a Rural Residence and Agricultural* **DURGIN**

Action: First Reading and Referral to Planning Board Meeting of January 21, 2014

14-061 **ORDINANCE** *Amending Chapter 291, Vehicles and Traffic, of the Code of the City of Bangor, By Allowing Parking for Small Commercial Vehicles (First Reading)* **GALLANT**

Action: First Reading

14-062 **ORDINANCE** *Amending the Code of the City of Bangor, Chapter 215, Police Regulations* **CIVIELLO**

Action: First Reading and Referral to Government Operations Committee Meeting of January 21, 2014

UNFINISHED BUSINESS **ASSIGNED TO**
ITEM NO. **COUNCILOR**

14-051 **ORDINANCE** *Amending Land Development Code – Contract Zone Change – Gilman Road from a Rural Residence and Agricultural District to a Contract Shopping and Personal Service District* **DURGIN**

*Action: Motion made and seconded for Passage
Vote: 9 – 0
Councilors Voting Yes: Baldacci, Blanchette, Civiello, Durgin, Gallant, Graham, Nealley, Plourde, Sprague
Councilors Voting No: None
Passed*

MINUTES OF REGULAR MEETING BANGOR CITY COUNCIL – JANUARY 13, 2014

**NEW BUSINESS
ITEM NO.**

**ASSIGNED TO
COUNCILOR**

**14-063 RESOLVE *Supporting the Efforts of the Municipal Review Committee to Provide
a Regional Solid Waste Solution beyond 2018, and Opposing LD 1483* **BALDACCI****

Action: *Motion made and seconded for Passage
Passed*

Lisa J. Goodwin, MMC, City Clerk

Meeting Agenda
City of Bangor Airport Committee Meeting
City Council Chambers
3rd Floor
December 10, 2013

The following City Councilors were in attendance: Nelson Durgin, David Nealley, Gibran Graham, Patricia Blanchette and Pauline Civiello. The following City staff was also in attendance, Airport Director, Anthony Caruso, Marketing Manager Risteen Bahr and Assistant Airport Director James Canders. Also in attendance was City Manager Cathy Conlow.

Agenda:

1. Public fast-charging electric station.

Assistant Airport Director Canders presented the Airport Committee information about a vehicle charging station. Recently Bangor International Airport was approached by the Dean of Institutional Advancement at the College of the Atlantic (COA). She wanted to discuss the possibility of installing a public fast-charging station at BGR. The COA has a partnership with Nissan North America and has already established 3 charging stations on their campus, although different from the kind proposed. If installed, this system would allow any electric vehicle to pull up and simply plug in for a fast charge. A sufficient charge could be supplied to a vehicle in as little as 10 minutes. The COA feels that a location at BGR would not only be a benefit to the airport and the region, but would benefit their institution. The COA has students and faculty that frequently drives from Bar Harbor to the airport. This charging station would allow the COA to utilize their fleet to come up to BGR and return to Bar Harbor. This unit would be a brand new unit donated to the COA by Nissan North America and would only require a designated location with access to a 480 volt, three phase power supply. All maintenance of the unit will be the responsibility of the COA. This unit would be also the first of its kind installed north of Connecticut and would further demonstrate the Airport's desire to explore energy efficient modes of transportation. Airport staff request authorization to continue to explore this possibility and work with the College of the Atlantic on this exciting opportunity.

Questions/Comments

Councilor Durgin asked where this would be located; Canders responded a location is yet to be determined but possibility over by the U.S. Airways Gate area. And it would charge one vehicle at a time.

Councilor Civiello asked how customers will pay for this service. Canders responded that this is a free station, we are just using electricity.

Councilor Graham indicated that this is very exciting, a very good opportunity. Canders responded that this is a standard hook up for all electric vehicles. Graham asked what the cost of this unit is, Canders responded that it is roughly \$15,000 and it is COA'S equipment.

Councilor Blanchette asked why are providing a free service for the electricity.

Councilor Neally asked if we could look at charging the customers a fee for this service.
City Manager Conlow asked if the machine could have a POS option on this equipment.
Councilor Civiello asked if we have to have additional staff or liability insurance for this and are other cities doing this?
Councilor Durgin asked the Airport Staff to get more information on this and this item will be tabled for next meeting.

2. PFC application request

Airport Director Caruso presented this request for approval to submit an application for a new PFC charge. He indicated that a Passenger Facility Charge (PFC) is a fee paid by passengers that is used to make improvements to the Airport Infrastructure. This fee is \$4.50 per passenger and is collected by the Airlines when a ticket is purchased and the fee is then remitted to the Airport. The tenant airlines have an opportunity to review the Passenger Facility Charge Application and make comments. The final application is subject to review and approval by the FAA. The Airport's previous PFC's were used to reconstruct the aircraft parking aprons and to purchase several pieces of snow removal equipment. The Airport is currently on its third PFC project which consists of the Domestic Terminal 1st Floor Renovation. The current PFC project collection will come to an end near August of 2014. This current PFC collection is dedicated to eligible terminal improvements related to the installation of the inline checked baggage screening system that will not be directly included in the TSA grant. The new PFC application will consist of an enclosed baggage carousel for the airlines, a new generator that will operate the entire domestic terminal in the event of a power outage, install glass windows in the front of the terminal, and new signage to improve way finding. The Airport is requesting a PFC application in the approximate of \$3 million dollars for these much needed improvements. The airport requests authorization to proceed with the application as outline.

Questions/Comments

Airport Director Caruso indicated that it will be a 3 million not a 2.5 million for four projects.

Councilor Nealley asked if the fee needs to be changed. Caruso indicated that it will not be increased, it will just be extended.

Councilor Civiello asked if this a new PFC. Caruso responded that the new PFC's will start in August.

Moved and seconded.

3. Airport construction projects updates:

- a. C & L Aerospace- Airport Director Caruso indicated that the C & L office complex is underway. J.M. Brown Company is the General Contractor working on the site. The office complex is a two story building being built between hangers 11 & 13 and consists

of approx. 14,000 square feet. This project is on schedule and will be completed by February.

- b. Maine State Police-Director Caruso indicated that the Maine State Police are currently in the process of moving in to the Airport as of November 1st. The former FAA Flight Service Station building has been renovated to meet the needs of the State Police as they move from their operations in Orono. The State Police will also be leasing building 92 located by Airfield Maintenance as their vehicle service bay. Currently the airport is renovating building 92 and should have that ready for use by early spring.

Questions/Comments

Councilor Neally asked if they had a formal opening on this. Caruso responded not yet, but when they do he will let the Committee know.

- c. Trench Drain Project-Director Caruso indicated that the gate 3 trench drains has seen some significant damage over the years and what is called ASR. This is a concrete condition that forces the concrete to push up and against whatever might be in its path. In this case the concrete pushed against the trench drain that takes care of the water runoff from the ramp causing significant damage to the drain and creating an aircraft hazard. This 30 day project was to remove the existing drain and replace with new sections of precast structures. Once in place relief strips of pavement were put in to give the movement more flexibility. This project was completed by November 22, 2013.
- d. In-Pavement Guard Lights-Caruso indicated that the Airport is also replacing the runway In-Pavement Guard lights. These lights are located on the Runway Hold line which instructs pilots they are about to enter the runway and need tower permission. The current lights are no longer supported by the manufacturer and spare parts are no longer available. The new lights will be LED which will provide the Airport with energy savings along with a much brighter appearance which enhances safety on the Airfield.
- e. Canal fill-wildlife abatement-The drainage canal located on the airfield near the Helicopter pad has been considered major wildlife hazard. During the winter months the canal can hold up to over 1000 ducks at a time. The first phase of the canal fill has started late in the fall and will consist of covering the section closest to the Runway. The main focus of this project is to cover the exposed water on the Airfield. The project is moving along well and the footings are just about done and ready for the concrete box culverts. The second phase of the project will be completed in the spring.

4. Airport Statistics.

Assistant Airport Director Candors indicated that from November total monthly passengers count was slightly down by 1.9% but the YTD was up by 4.9%. The Market share is just about even across the board for the airlines, US Airways has 43%, Delta has 35% and Allegiant was

22%. The Military flights re declining. Load factors Allegiant is at 77%, Delta is at 66% and US Airways was at 64%.

Questions/Comments

None

5. Airport Parking

Airport Director Caruso indicated that the Shuttle Lot from last year, had very good feedback. We will be opening the lot up again during our peak season, which is from FEB through early May. The Rates for the Long Term and Short Term parking will be increasing in January. We haven't had an increase in 3-4 years, and we are still lower than the other Airports.

Questions/Comments

None

Meeting Adjourned

FINANCE COMMITTEE

October 7, 2013

5:50 PM

MINUTES

Council Members: Durgin, Blanchette, Gallant, Nealley, Civiello, Sprague, Baldacci
Staff: Conlow, Cyr, Morgan, Little, Dawes, Beaton

1. Consent Agenda

- a. Report of Bids Awarded by Staff – September 2013
- b. Quitclaim Deed – Dolan – 241 Fourteenth Street
- c. Workout Agreement – Elwell – 76 Smith Street
- d. Emergency Purchase – Parts Washer – Safety Kleen - \$15,204

Councilor Baldacci moved, Councilor Gallant seconded, approved.

2. Bids/Purchasing

- a. Hammond/Union Signal Improvements – Engineering – A & D Electric - \$78,997

Finance Director Cyr stated this is a BACTS project with 10% of cost being local responsibility. We received one bid but were not surprised by this because there are very few licensed traffic signal vendors.

Councilor Baldacci moved, Councilor Gallant seconded, approved.

Councilor Gallant asked what the shut down could mean for this project. Finance Director Cyr and Engineer Art Morgan stated that it will not be affected because we will be working off monies they have already allocated. It could potentially cause a problem the next go around.

- b. Vehicle Lifts – Fleet Maintenance and Fire – Power Washer Sales LLC - \$74,995

Finance Director Cyr stated the recommendation is to award the contract to Power Washer Sales LLC. The City has not worked with them before but they have worked with the State who gave us a good recommendation for them.

Councilor Baldacci moved, Councilor Gallant seconded, approved.

- c. Various Vehicles – Fleet Maintenance and Airport – Darling's and Whited - \$67,009 and \$63,436 and \$111,697

Finance Director Cyr stated we combined our truck needs from different departments and staff recommendation is to award 3 vehicles to Darlings and 3 vehicles to Whited.

Councilor Baldacci moved, Councilor Gallant seconded, approved.

d. Silver Rd Sewer/Stormwater – Engineering – Gardner Construction - \$162,226

Finance Director Cyr stated staff recommendation is to award the contract to Gardner Construction and the bid will need to be sent to full Council if approved.

Councilor Sprague moved, Councilor Baldacci seconded, recommended to City Council.

e. Request to Purchase K-9 Police Vehicle from State Contract

Finance Director Cyr stated that we have 2 K-9 teams at the airport and we have TSA grant monies to fund those positions as well as to purchase 2 vehicles. Both of those vehicles were purchased at the same time but we would like to get on a rotating schedule so we would like to replace one this year and the other next time. Staff recommendation is to piggyback on the state contract and purchase a Ford Inceptor.

Councilor Sprague moved, Councilor Baldacci seconded, approved.

f. Request to Waive Bid Process – CCTV/Security System – Airport

Finance Director Cyr explained that the airport currently has a CCTV Surveillance System that is linked to a DVR and if we have hardware issues, that causes problems. There are very few vendors that work on our system and we have found a local vendor to work on our current CCTV system as well as our Security System. We had budgeted \$30,000 to upgrade our CCTV system and we would like to go to a web based system. All video is archived as well as accessible which is important for meeting TSA regulations. Staff recommendation is to award the contract to Northeast Security Systems in the amount of \$24,228.

Councilor Gallant moved, Councilor Sprague seconded, approved.

3. Write off of Personal Property Taxes

Treasurer Little explained staff recommendation to write off personal property taxes owed on personal property accounts (Perry Rd. property has been taken off the list due to payment) due to the fact that it would cost the City more tracking down payments than writing off the almost \$8,000.

Councilor Sprague felt that the message this sends to taxpayers who work hard to pay their taxes is not a good one.

Treasurer Little stated that with the way the rules are it is very hard to enforce nonpayment of taxes and it would cost more to put liens, go to court, etc.

Councilor Gallant suggested the Civil Order of Arrest could possibly help find these people who owe and get them to court and set up payments, albeit most likely a small payment.

Councilors discussed the pros and cons of writing off taxes both large and small sums. They also spoke of possible options to lessen the City's loss such as selling off bad debt if that is even a possibility.

In general in the past we have an overlay for write offs so typically in June if there is money available we take the oldest property on the list and write it off. We send overdue invoices once a year and don't have the staff to make follow up calls.

Councilor Sprague and Councilor Gallant stated they are opposed to this write off.

Councilor Baldacci moved to table both requests, Councilor Nealley seconded, Councilor Blanchette asked our legal staff to advise the Council what we can and cannot do when we issue permits.

4. Update on Properties with Matured Tax Liens

Treasurer Little updated the committee on the property's that are more than 5 years overdue.

50 Grove Street – We were contacted by the taxpayer's attorney and we were told that the owner was out of the country. The owner is willing to pay the original amount due but hoping the City can do something about the interest and extra fees that have been adding up. Most likely there will be an agenda item to write off some of the fees on this property.

56 Yankee Avenue – This is a vacant lot by the subdivision. There had been a partial payment made and we were told they would be back for the final payment. We have not seen it as of yet but will be getting in contact with the owners to work out the remaining balance payment.

516 Odlin Road - The driveway to Grace Evangelical Church. This was not part of their property but since the current owners are a dissolved corporation that has no interest in gaining the property back, the City hopes that the church can make the payment and have the property deeded to them. We are waiting to hear what the church can offer.

91 Larkin Street – This is a vacant piece of property and we cannot locate the current owners. If these owners do not come forward by the end of December, the City will be taking ownership of it in January at some point. We have been notified that an abutter is interested in buying the property.

177 Pearl Street – The taxpayers will agree to turn the property over to the City in exchange for the City writing off the taxes owed on it. They asked to have until October to clean out personal effects which was approved.

12 North Street - Most delinquent account that has been due for over 20 years. Letters have been sent certified mail but always returned as unclaimed. They were given 30 days to contact the City which ends October 24th. If they have not contacted the City by then, we will take necessary steps to take over the property.

15 Field Street – Vacant piece of land that was next to 11 Field Street property that we already took possession of a few months ago. Due November 1st and if no contact by then we will take possession of this and combine it with the 11 Field Street property to create one large piece of property that is up to code, etc. and we can sell it. Plans are to demo the lot first before it's sold. We are also dealing with personal affects found in the 11 Field Street property and are currently taking steps to deal with that before any demo is done.

Adjourned at 6:50 PM

**Government Operations Committee
Tuesday, October 22, 2013 at 5:00 p.m.
City Council Chambers**

MINUTES

Council Members: Hawes, Baldacci, Blanchette, Civiello, Gallant

Staff: Conlow, Farrar, Willette, Hathaway, Johnston, Hamilton, Nicklas

Others: Brent Miller, News Media

1. Overview/Presentation of Refinement Program – Volunteers of America.

Keri Alley, Program Manager, Penobscot County Adult Justice Services – Volunteers of America provided an overview of the Refinement Program. This program, administered in conjunction with the Penobscot County Sheriff's Office provides opportunities for low income community members to pay Court ordered fines through supervised community service.

Program Manager, Keri Alley spoke about the Refinement Program and how it would work. This program is to give low risk people that have a warrant out for their arrest for unpaid fines, an opportunity to sign up for community service instead of paying their fines. Depending on the fine amount owed, hours of community service will be addressed accordingly. We have different options already for community service which includes both manual labor as well as sit down jobs for those who need it. This is potentially a huge money saver for the court systems. This is for fines only, not restitution.

Councilor Gallant brought up a concern of taking hours away from someone who needs a paying job. Ms. Alley explained that the positions they have already secured are not paid positions so these people will not be losing out on a paying job. Committee members thanked Ms. Alley for her presentation.

2. Referral – Council Ordinance 13-340, Expanding the Number of At Large Commissioners on the Commission of Cultural Development.

This Ordinance amendment would increase the number of at-large commissioners from two to five, thereby increasing total membership from seven to ten.

Jason Bird of Community and Economic Development explained this referral to add 3 members to the contingent.

Councilor Blanchette explained how hard it has been in the past to have a full committee for a number of different reasons. These 3 potential members come

with a large amount of expertise. The only person that does all the leg work for this commission is Jason Bird and that is too much for one person.

Councilor Blanchette moved to recommend to full Council, Councilor Baldacci seconded, so approved.

3. Update – Bangor Band Location.

City Staff and the Bangor Band have been working to find a suitable location(s) for Bangor Band Concerts.

Parks & Recreation Director Tracy Willette refreshed all on the continued issue of where to house the gazebo for the Bangor Band. Some of the challenges have been concluded to have been too costly to construct a gazebo where the Bangor Band had wanted it. The Band has found another option, a portable, inflatable gazebo. They would raise the needed funds for the shell as well as risers. An agreement between the City and Band would spell out details on set up, storage and other community uses. The Band spoke with other groups that are currently using this product and the only downfall would be the weather such as wind.

Councilor Blanchette recalled in the past with other inflatable items that they were quite costly and didn't last long. She would like to know the warranty that would be on it. Another concern is if they will be using electrical items that could pose a shock issue. What about a portable floor to go with it?

Councilors discussed their concerns such as the wind issue. This could be a high safety concern. If it is decided to go with this inflatable structure, there should be a stipulation that if it were to be damaged or ruined, the City is not responsible to replace this.

Councilors decided that more discussion is needed and asked Director Willette to go back to the Bangor Band to see if any other options can be discovered and return findings to the committee.

4. Proposed Ordinance enacting a 180 day moratorium on permitting suboxone treatment facilities in the City of Bangor.

This proposed Ordinance would impose a moratorium on permitting facilities providing suboxone treatment in the City of Bangor for a period of 180 days. This period is intended to allow the necessary time for the City Council to review the City's current land use regulations regarding chemical dependency treatment facilities and, if appropriate, reevaluate the provision of suboxone treatment in Bangor.

Asst. City Solicitor Nicklas explained that suboxone is an alternative medication treatment option instead of methadone for those with chemical dependency issues. In the past suboxone has been primarily prescribed by physician offices and now there has been some interest in adding this treatment to clinics that are already treating people with methadone. This moratorium would give the Council some time to do the research necessary to see if any regulations, etc. needs to be enacted to add this treatment as an option. The moratorium can either be lengthened if needed or shortened if all necessary research has been completed.

City Manager Conlow stated that we are currently working with the state concerning new legislation. We are currently in the planning stages of this. Is this something that can be community based or is it best to have it in area clinics.

Councilor Baldacci stated that this is really a state issue and decisions need to be made that does not make any hardships for communities.

Councilors seem to agree that dispensing should be community based for many reasons including travel time and costs to the City.

Councilor Gallant moved, Councilor Baldacci seconded to adopt the 180 day moratorium.

Residents spoke in opposition to the moratorium because it is limiting treatment to those who need it most.

Program Manager Brent Miller from Discovery House spoke about both medical and counseling treatment together to treat the epidemic of opiate addiction and the importance of coupling these therapies.

The motion by Councilor Gallant was approved for first reading then it will come back to the Government Operations Committee.

5. Executive Session 1-MRSA Section 405 6 E. (Contemplated Litigation)

Consultation with Assistant City Attorney regarding contemplated litigation.

Councilor Baldacci moved to go into Executive Session. Approved.

Following the Executive Session, there was no further business.

Adjourned at 7:04pm.

**Government Operations Committee
Tuesday, November 19, 2013 at 5:00 p.m.**

City Council Chambers

MINUTES

Council Members: Civiello, Baldacci, Gallant, Plourde, Graham, Blanchette, Sprague

Staff: Farrar, Hamilton, Conlow, Willette, Linscott, Hathaway, Johnson, Heitmann, Nicklas

Others: BDN, Bangor Band, Community Members: Bruce Campbell, Alan Scoobie, Ron Rideout, Pat Kimball

- 1. Referral, Council Resolve 14-007, Authorizing the City Manager to Accept and Appropriate \$32,518 in McKinney-Vento Homeless Assistance Funds from the U.S. Department of Housing and Urban Development (HUD) for the period 12/31/13 to 12/30/14.**

Director of Community Health and Human Services Patty Hamilton stated these are regular funds from the Federal Government for homeless citizens who need housing.

Councilor Gallant moved, Councilor Baldacci seconded, so approved.

- 2. Referral, Council Resolve 14-008, Authorizing the City Manager to Accept and Appropriate \$117,535 in McKinney-Vento Homeless Assistance Funds from the U.S. Department of Housing and Urban Development (HUD) for the period 12/1/13 to 11/30/14.**

Councilor Baldacci moved, Councilor Gallant seconded, so approved.

- 3. Referral, Council Ordinance 14-009, Enacting a Moratorium on Expansion of Buprenorphine Treatment Facilities.**

Public comments were heard in regards to the moratorium. All public who spoke agreed and explained why a moratorium should not be enacted. It will cause more harm putting people on wait lists while the Council researches the issue.

- 4. Election Ballot for Municipal Review Committee Board of Directors.**

The MRC Board consists of nine Directors from charter communities who represent municipal interests regarding the operation of the PERC Waste-to-Energy facility in Orrington. Each year, three positions become available. Currently, City Manager Conlow serves as an MRC Director and staff recommends that Bangor cast its ballot for current Director and Board Chair Chip Reeves of Bar Harbor.

Assistant City Manager Bob Farrar explained this is something that comes around annually and we recommend Bangor's vote be cast for Chip Reeves from Bar Harbor.

Councilor Gallant moved, Councilor Baldacci seconded, so approved.

5. Recommendations Concerning Memoranda of Understanding at Health and Community Services.

The Health and Community Department serves as a regional public health department and community service provider. In these roles, the Department works with a number of other parties, and in many instances, these relationships are outlined in Memoranda of Understanding (MOU's). The Department is proposing to clarify which MOU's can be handled administratively at the Department level and which MOU's need Committee/City Council approval.

Director Hamilton explained that because of its status as a regional public health department and community service provider, Bangor Health and Community Services has relationships with many community organizations. In many cases the parameters of these relationships are detailed in MOU's so that each party has a thorough understanding of the expectations of the relationship. In some cases this relationship involves funding, but in many others it does not. Council review of these is unwarranted in many cases due to the fact that the MOU's regularly describe work that is already occurring at BHCS. They proposed to streamline the MOU process in an effort to save Council and staff time by bringing to Council for review:

- Any MOU involving funding from BHCS to another entity in the amount that exceeds \$5,000.

Under the plan, the Department Director has signing authority on MOU's that involve funding from BHCS to another entity in an amount that does not exceed \$5,000.

And Program Managers have signing authority on MOU's that do not involve funding commitments.

Councilor Graham asked that the Council receive a memo or monthly update outlining what is going on with MOU's that would not need Council review.

Assistant City Manager Farrar stated that this has been reviewed and endorsed by the executive & legal offices.

Councilor Graham moved staff recommendation, Councilor Baldacci seconded, more discussion.

Councilor Gallant explained his concern is that we don't start handing out \$5,000 checks for new MOU's without proper review.

Councilor Gallant moved to amend Councilor Graham's original motion for new MOU's to be brought forth to the Council for funding and matching City funds, Councilor Baldacci seconded, so approved.

6. Update-Bangor Band Proposal for Acquisition of a Band Shell for Performances.

A representative of the Bangor Band and Parks and Recreation Director Willette will be present to update the Committee on efforts by the Band to secure a Band Shell for performances.

Parks and Recreation Director Tracy Willette reviewed the gazebo process we have been going through for a new structure and location for the Bangor Band's performances. The last option that was brought forth was the inflatable shell. At that time concerns about warranties and weather conditions were brought up. Director Willette stated there is a 5 year warranty that comes along with the shell. All references were checked out with others who have used this and all were favorable.

Laurie Wingo, the President of the Bangor Band, spoke in regards to the weather concern and stated that if there were winds over 20mph, the band would not be playing regardless.

Councilor Gallant explained his concerns of liability to the City.

Councilor Sprague asked if this temporary venue would be for a few years and then a permanent venue be built for others to use such as Penobscot Theatre.

Bill Miller, band member, explained that they are very cautious with weather due to the fact of damage to their instruments, equipment and themselves. He does not recall anyone getting hurt in the past 60 years he has been a part of the band. He urged the Council to support this option.

President Wingo researched the average wind speed anytime of the year and Bangor has shown a pattern of low wind speeds during the months they perform. If something did come up the inflatable shell can be deflated in 2 minutes. Safety is their number one concern.

Councilor Baldacci moved to authorize staff to go into negotiations for an agreement that contains the band shell as a stage for Bangor Band and asked that part of the agreement include provisions for liability to protect the City, Councilor Plourde seconded, Councilor Gallant doubted, so approved 4-1.

Band Treasurer McKay, who is also in insurance, asked that the agreement be broken into two parts since the band only uses it for two hours at a time. She asked the City be in charge of the liabilities when the shell is rented to groups other than the band.

7. Update-Variou Community Connector Issues.

- **Odlin Road Bus Route – Funding Status for Route Continuation**

Assistant City Manager Farrar stated that we have raised funds to keep the Odlin Route running. To date we have raised \$11,085 of the \$20,000 needed so we are short by

\$8,900. There are funds in the bus budget (due to the delay in implementing federal ACA requirements) that can cover the remaining amount. We propose to use those funds to make up the shortfall to continue the route until June 30, 2014. Council had originally voted to cease the route so we will need to pass an order to continue the route.

Councilor Baldacci moved, Councilor Plourde seconded, so approved.

- **Penquis/MaineCare Revenue Shortfall**

Asst. City Manager Farrar explained that due to changes at the State level of Mainecare reimbursement there is a potential revenue shortfall. People who had received bus passes in the past, will no longer be eligible for them. We estimate that our shortfall will be approximately \$143,000. In the next few weeks staff will be creating a plan on how to deal with this shortfall and ways to supplement it and will come back to the committee with that plan.

- **Bus Hub Alternative Study**

Assistant City Manager Bob Farrar stated that at the next meeting our Transit Hub Study Consultant will be joining us to update the committee on the analysis done of the shortlist of sites they were given that could potentially be a new bus hub. Due to some personal issues with our consultant, he is a little behind but assured us that this study should be complete in the next few months.

At 6:30pm the Committee voted to move into Executive Session to consult with legal staff (1 MRSA Sec. 405 6 (e)).

At 7:00pm the Committee moved out of executive session and returned to public session. Committee members discussed the benefits, limitations and impacts of the proposed Ordinance (14-009). It was then moved by Councilor Gallant, seconded by Councilor Baldacci to revise/amend 14-009 in a manner that would prevent Code Enforcement from issuing permits for physical expansion of an existing facility, or establishment of a new facility, at which buprenorphine is dispensed. It would not affect the prescribing of buprenorphine by doctors, regardless of where the prescribing takes place.

The motion was passed 4-1 (Graham opposed). This will be on the November 25, 2013 City Council Agenda in the form of an "as amended" Ordinance to the original 14-009.

Adjourned at 7:21pm

Government Operations Committee
Monday, December 2, 2013
6:00pm
City Council Chambers

MINUTES

Council Members: Civiello, Baldacci, Plourde, Blanchette, Graham

Staff: Conlow, Farrar, Comstock, Hathaway, Johnston, Dan Scripture

Others: Media, Radio

1. Health and Community Services – Council Orders and Appropriation Resolve

- **Memorandum of Understanding with Sebecook Valley Health as Fiscal Agent**
- **Memorandum of Understanding with the Town of Hermon – Healthy Maine Partnership Grant**
- **Accepting and Appropriating \$151,832 for Supplemental Nutrition Education Grant Program.**

Councilor Baldacci moved, Councilor Plourde seconded, so approved.

2. Authorizing the Police Department to Accept Canine Endumin from the Transportation Security Administration, and then transferring Endumin to his handler, Police Officer Dan Scripture.

Dan Councilor Baldacci moved, Councilor Plourde seconded, so approved.

3. Referral, Council Ordinance 14-022, Extending a Moratorium on Charter Schools.

Councilor Baldacci explained that we enacted this moratorium in June and since there has been a lot of discussion at the state level and volatility with process, we need to extend this moratorium. Originally we had set up a meeting with the Commissioner that was rescheduled due to his resignation and have since appointed a new Commissioner who we will meet with at the beginning of January. The City would lose \$9,000 for each child who leaves public school for a charter school.

Councilor Baldacci moved, Councilor Graham seconded, so approved to recommend to full Council.

4. Review and Discussion of Community Safety Recommendations developed by the Quality of Life Committee.

Chief Hathaway stated they support the drug court as well as the expansion of the Neighborhood Watch Program.

Deputy Chief Johnston updated the committee on a drug task force, like Lewiston, that is made up of federal, state and local officers that aggressively patrol targeted drug areas to combat drug issues. Lewiston received a grant for their group to help offset the overtime costs of these officers. Johnston would like to see this in Bangor but the difference with this area, we do not have the same amount of federal officers but we could modify the model to fit Bangor.

The final issue was regarding the downtown foot patrol and if that could be expanded to neighborhoods. Chief Hathaway felt it is a good idea, but the problem with this is manpower and funding. With current staffing levels, this is not possible but once we become fully staffed, it is something to look into.

Councilor Baldacci asked if they could come back in a few months with a plan for a drug task force that would include costs, possible options with federal money, staffing, etc. Chief Hathaway stated that they will work on a plan.

Councilor Baldacci suggested creating a resolve for the drug court issue, and there was agreement by the Committee

5. Executive Session 1-MRSA sec. 405 6 E. Consultation with City Attorney – terms and conditions of proposed Agreement between the City of Bangor and the Bangor Band

Motion made to move into Executive Session at 6:35pm, seconded and passed per 1 MRSA Sec. 405 6 e. The Committee reconvened at 7:00pm.

With no further business to conduct, the meeting was adjourned at 7:00pm.

6. Any necessary action on Agenda Item #5 above

There was no public action necessary.

Adjourned at 7:00pm

**Bangor Water District
Board of Trustees**

**Minutes of the
Regular Monthly Meeting
Dec. 17, 2013**

The regular meeting of the Bangor Water District Board of Trustees was held at 3:45 p.m. in the Hughes Building, 614 State Street. Present were:

Ralph Foss
Laurel Grosjean
Stan Miller
Gerry Palmer
Robert Sypitkowski
Dan Wellington

being more than a quorum of Trustees. Also in attendance: General Manager Moriarty, District Engineer Pershken, Finance Manager Bailey, and Office Manager Marchegiani. The clerk kept the minutes.

Special meeting: Moriarty reminded the Board of the meeting on Dec. 19 to finalize the 2014 budget.

Minutes: The minutes of the regular November meeting were accepted as presented.

Treasurer's Report: Bailey reported

- Metered sales continued to be down one percent year-to-date compared to budget
- Expenses are down three percent year to date, due partly to two vacant positions.
- Health insurance costs remain under budget, but Bailey noted that more deductible filings are expected toward the end of the year.

Moriarty and Pershken explained that issues with a Bangor Hydro meter resulted in lower than usual electrical bills, but the meter has been replaced and a corrected bill is expected.

(Trustee Hamilton arrived). The Treasurer's Report was accepted as presented.

Progress Report: As presented

Public Comment: None

Old Business:

Engineer's Report: Pershken reported on:

- Replacement of rechlorination building at Bomarc standpipe – new building to replace “garden shed” in place since late 1990’s.
- Johnston Pump Station update – divers checked structural integrity of “clear wells.” Also held conference call with consulting engineers to evaluate and plan updates to equipment and building.
- Main extensions – process required by Maine Public Utilities Commission and BWD for reviewing, approving, participating, and rebating was reviewed.

Trustee recognition: Chair Miller and Moriarty acknowledged departing Board members Grosjean and Foss for their years of service.

New Business:

Hermon water service extension: Moriarty reminded the Board of a 1998 extension of service down Odlin Road and then to Coldbrook Road. The 38 new customers provide 0.6 percent of the District’s metered sales. The Hermon Town Council has attempted several times to extend both public water and public sewer toward the center of town, ideas that have not been well received. Based on feedback from town businesses, the Council is now proposing to extend only water service and has had an engineer prepare preliminary plans. Moriarty referred the Board to the main extension discussion, noting the Town of Hermon would fund the entire project and would be rebated up to 50 percent of those costs over the first 10 years that customers come on line. The extension would be 12,000 feet of 12-inch main, and would likely include another standpipe. Board members asked a number of questions about the project design and hydraulics as well as the approval process, and it was then upon motion being made and duly seconded unanimously

VOTED: to support the preliminary concept of expansion of the District’s service area into Hermon Village, and to authorize staff to continue discussions and negotiations with the Town of Hermon.

Thomas Hill Standpipe winter tour: 333 attendees, including Santa.

Personnel Handbook revision: Moriarty reviewed the year-long process of updating the manual, and the participation of staff members and the District’s legal consultant. The updates were aimed at bringing policies into compliance with current law and at reflecting the District’s current practices in a number of areas. She noted draft copies had been available to all employees for comment, and had been mailed to Board members two weeks earlier for review. There were several minor questions requesting clarification, and then it was upon motion being made and duly seconded, unanimously

VOTED: to approve the 2014 Personnel Handbook revision, effective Jan. 1.

UV facility tours: Moriarty reported on recent tour of the new facility by a city councilor, local water utility reps, and UMaine engineering students. She had issued invitations to other groups as well.

Clerk pro tem: Chair Miller asked for a substitute clerk to review the meeting minutes as the current clerk – Trustee Foss – was attending his last meeting. Trustee Wellington volunteered and was appointed.

2014 budget preview: Moriarty highlighted several items which will impact the budget including

- No change in water rates for 2014
- Addition of one new position to the water treatment staff
- PUC approval for water utilities to create a capital reserve account
- Available funding sources for 2014 projects

She reviewed the pro forma developed to predict the District's income and expenses in 2014, noting project funding would be available from the 2013 bond monies, an SRF loan, some reserves in the standpipe fund, and capital monies generated from funding depreciation. Moriarty discussed the current staffing at the water treatment plant which operates 24/7, and the maintenance and safety considerations of the remote location. The plant is staffed by only one person for 76 percent of the time. All of these items will be considered at the budget meeting.

2014 wage adjustments and executive session: Moriarty presented information on the Social Security cost of living adjustment (1.5 percent) and the District's merit (step) increase (typically 2 percent) for employees with successful evaluations. She reviewed the current grade structure and the min/mid/max scale for each grade. Merit increases – effective on the employee's anniversary date – are not awarded if the employee is at the top of their scale.

Moriarty recommended funding the 1.5 percent cost of living adjustment and a 1 percent merit increase if eligible. To consider employee performance during 2013 and other personnel related items, it was upon motion being made and duly seconded, unanimously

VOTED: to adjourn to executive session to discuss personnel items, and then to return to open session.

Upon return to open session, it was without further discussion upon motion being made and duly seconded, unanimously

VOTED: to fund a 1.5 percent COLA for all employees and a 1.5 percent merit increase for qualifying employees for 2014 (estimated cost \$37,800).

Board correspondence: as presented.

Other business: None

Hearing no further business to come before the meeting, it was upon motion being made and duly seconded, unanimously
VOTED: to adjourn at 6:45 p.m.

Dan Wellington, clerk pro tem

Ralph Foss

Laurel Grosjean

Stan Miller

Gerry Palmer

Robert Sypitkowski

**Bangor Water District
Board of Trustees**

**Minutes of a
Special Monthly Meeting
December 19, 2013**

A special meeting of the Bangor Water District Board of Trustees was held at 7:15 a.m. in the Hughes Building, 614 State Street. Present were:

Ralph Foss
Laurel Grosjean
Stan Miller
Gerry Palmer
Robert Sypitkowski
Dan Wellington

being more than a quorum of Trustees. Absent: Trustee Hamilton. Also in attendance: General Manager Moriarty, and Finance Manager Bailey. Trustee Wellington, clerk pro tem, kept the minutes.

The single item under consideration was the 2014 budget which had been previewed at the regular monthly meeting. Finance Manager Bailey explained the assumptions used in formulating the budget including:

- No increase in water rates or fire protection charges, unless the annual audit indicates some need. The last rate adjustment was in 2011.
- No changes in fees such as lab tests and collection fees
- A continued decrease in metered sales, based on the average decline of usage over the past several years.
- Salaries and wages increasing by 1.5% COLA and 1.5% merit increase to eligible employees
- Continued savings from the 2013 changes in employee health insurance
- An overall revenue decrease of \$91,000
- An overall expense increase of \$217,000
- Reduced principal debt payments and related interest of \$324,000

Moriarty noted that project funding would be available from the 2013 bond monies, SRF loans, reserves in the standpipe fund, and capital monies generated from funding depreciation.

After additional discussion, it was upon motion being made and duly seconded, unanimously VOTED: to approve the 2014 budget as presented.

Hearing no further business to come before the meeting, it was upon motion being made and duly seconded, unanimously

VOTED: to adjourn at 8:15 a.m.

Dan Wellington, clerk pro tem

Ralph Foss

Laurel Grosjean

Stanley Miller

Gerry Palmer

Robert Sypitkowski

COUNCIL ACTION

Item No. 14-064

Date: **JANUARY 27, 2014**

Item/Subject: **ORDER**, Accept a Donation of up to \$2,000 from an Anonymous Maine Troop Greeter for the Purchase and Installation of a Water Bottle Filling station at Bangor International Airport.

Responsible Department: Airport

Commentary: This Order will accept and appropriate a donation of up to \$2,000 from an anonymous Maine Troop Greeter for the purchase and installation of a water bottle filling station at Bangor International Airport. Recently Airport staff was approached by a member of the Maine Troop Greeters to add a water bottle filling station in the non-secure passenger waiting area on the second floor of the Domestic Terminal as an amenity for the troops. If approved, the unit will be installed by Airport staff by retrofitting a standard water fountain unit with a water bottle filling station made by the same vendor. This has been reviewed by the Airport Committee on January 14, 2014 and is recommended for approval.

Tony Caruso
Department Head

Manager's Comments:

Cathy M. LeDor
City Manager

Associated Information:

Budget Approval:

[Signature]
Finance Director

Legal Approval:

[Signature]
City Solicitor

Introduced for
 Passage
 First Reading
 Referral



ASSIGNED TO COUNCILOR DURGIN

CITY OF BANGOR

(TITLE.) ORDER, Accept a Donation of up to \$2,000 from an Anonymous Maine Troop Greeter for the Purchase and Installation of a Water Bottle Filling Station at Bangor International Airport.

WHEREAS, the City of Bangor, Maine is the owner of an airport located in Bangor, County of Penobscot, State of Maine, commonly known as Bangor International Airport; and

WHEREAS, the Maine Troop Greeters wish to add a water bottle filling station in the non-secure passenger waiting area on the second floor of the Domestic Terminal; and

WHEREAS, the Troop Greeters have secured a donation of up to \$2,000 to pay for the purchase and installation of the unit; and

WHEREAS, the unit will be installed by Airport staff.

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

The donation from the anonymous Maine Troop Greeter is hereby accepted for the purchase and installation of a water bottle filling station at Bangor International Airport.

COUNCIL ACTION

Item No. 14-065

Date: January 27, 2014

Item/Subject: ORDER, Authorizing Execution of Agreement for Maine Department of Transportation Local Project – WIN 018486.00, Bangor Mall Boulevard/Hogan Road Intersection Improvements

Responsible Department: Engineering

Commentary: This order will authorize the City Manager to execute a Local Project Agreement with the Maine Department of Transportation in the amount of \$230,000 for design and construction of an additional right-turn lane at the intersection of Hogan Road and Bangor Mall Boulevard. The Local Project Agreement specifies a Federal share of the project to be at 80% of the total project cost, or \$184,000 and the City share to be \$46,000 or 20% of the total project cost. This item was reviewed and recommended for approval by the Infrastructure Committee at its January 14, 2014 meeting.

Arthur B. Morgan, P.E.
Department Head

Manager's Comments:

C. M. Lorb
City Manager

Associated Information: Councilor Order and Agreement

Budget Approval:

J. J. J.
Finance Director

Legal Approval:

M. A.
City Solicitor

Introduced for
 Passage
 First Reading
 Referral

Page __ of __

14-065
JANUARY 27, 2014



Assigned to Councilor Baldacci

CITY OF BANGOR

(TITLE.) ORDER, Authorizing Execution of Agreement for Maine Department of Transportation Local Project – WIN #018486.00, Bangor Mall Boulevard/Hogan Road Intersection Improvements

ORDERED,

THAT: the City Manager is hereby authorized and directed to execute an agreement with the Maine Department of Transportation for the following:

An Agreement with the Maine Department of Transportation – Bangor Mall Boulevard/Hogan Road Intersection Improvements – WIN #018486.00

Copy of the agreement is attached.



<i>MaineDOT use only</i>	
TEDOCS #:	_____
CT #:	_____
CSN:	_____
PROGRAM:	<u>Multimodal</u>

**MAINE DEPARTMENT OF TRANSPORTATION
Locally Administered Project Agreement**

With the

Municipality of Bangor

Regarding

Bangor Mall Boulevard / Hogan Road Intersection Improvements

<i>(MaineDOT Use Only)</i>	
Total Amount: <u>\$230,000.00</u>	State WIN: <u>018486.00</u>
Federal Share: <u>\$184,000.00</u>	Federal Project #: _____
State Share: <u>\$0.00</u>	Type of Project: <u>Locally Administered Project</u>
Municipal Share: <u>\$46,000.00</u>	Vendor Customer #: <u>VC1000007010</u>
Agreement Begin Date: _____	DUNS® Number: <u>07-173-9692</u>
Agreement End Date: _____	U.S. CFDA #: <u>20.205 Highway Planning & Construction</u>

This Agreement for the locally administered federal-aid project described herein is made between the Maine Department of Transportation, a Maine State Government agency headquartered at 24 Child Street in Augusta, Maine (“**MaineDOT**,”) and the Municipality of Bangor, a municipal corporation and body politic with its administrative offices at 73 Harlow Street in Bangor, Maine (“the **Municipality**.”)

- The following attachments are incorporated into this Agreement:
 - Appendix A: Federal Funding Accountability and Transparency Act Form
 - Appendix B: Requirements for Operation and Maintenance of Traffic Signals.

WHEREAS, the **Municipality** was awarded congressionally designated federal-aid transportation funding for the Project described herein (*Demo ID ME-081, U.S. CFDA number 20.205*); and

WHEREAS, this Agreement sets out the requirements for the Project and the terms and conditions of the funding to the **Municipality**.

NOW, in consideration of the foregoing, **MaineDOT** and the **Municipality** agree as follows:

ARTICLE 1. PROJECT OVERVIEW

- A. **SCOPE OF WORK.** Design and construction work for an additional right-turn lane at the intersection of Hogan Road and Bangor Mall Boulevard (“the **Project**.”) The work shall be performed by or for the **Municipality** and accepted by **MaineDOT**. Any change shall require written approval from **MaineDOT**.
- B. **FUNDING.** The estimated cost of the Project is Two Hundred Thirty Thousand Dollars (**\$230,000**) to be shared at the rates described in Article 3. Project costs eligible for federal funding shall not exceed this amount without written approval from **MaineDOT**.

- C. **ROLE OF MUNICIPALITY.** The **Municipality** shall take the lead in developing the Project and shall assign a certified Local Project Administrator to oversee all local responsibilities. This person shall be responsible for the Project at all times and shall follow the procedures described in the latest version of **MaineDOT's Local Project Administration Manual**.
- D. **ROLE OF MAINEDOT.** **MaineDOT** will assign a Project Manager to advise, review and approve on behalf of the State. This person – or his or her designee – will have the authority to approve or deny reimbursement requests; review and require revision of plans and specifications; inspect, reject and stop work; and take all other action necessary to ensure proper performance of this Agreement.

ARTICLE 2. PROJECT DEVELOPMENT

- A. **AUTHORIZATION.** The **Municipality** shall receive Notice to Proceed from **MaineDOT** before starting any work on the Project. Any municipal costs incurred before such Notice shall be ineligible for reimbursement. Such ineligible costs shall not be credited toward the **Municipality's** match.
- B. **BUDGET AND SCHEDULE.** Upon receiving Notice to Proceed, the Local Project Administrator shall review with the **MaineDOT** Project Manager the scope of work, budget, schedule and requirements for the Project. Within sixty (60) days of receiving such Notice, the **Municipality** shall provide **MaineDOT** with the following:
1. Milestones and dates to set a baseline schedule and measure the **Municipality's** progress.
 2. An updated line-item budget.
- C. **PROGRESS REPORTS.** The **Municipality** shall provide the **MaineDOT** Project Manager with monthly progress updates, in accordance with **MaineDOT's Consultant General Conditions**.
- D. **CONSULTANT SERVICES.** The **Municipality** may contract for engineering services as necessary to develop and oversee the Project, as follows:
1. Qualifications-based selection shall be used, pursuant to federal regulation 23 CFR, Part 172. Price shall not be a factor in the evaluation or ranking of any consultant.
 2. The **Municipality** shall develop an independent estimate, in accordance with 23 CFR, Part 172.7(v). Said estimate shall be the basis for negotiations with the highest qualified consultant toward a fair and reasonable price.
 3. The **Municipality** shall incorporate the terms and conditions from the latest version of **MaineDOT's Consultant General Conditions** – including FHWA Form 1273 – when executing all contracts for consultants who will be performing work pursuant to this Agreement.
 4. No contract shall be awarded without the approval of **MaineDOT**. Upon such approval, the **Municipality** shall monitor all work performed under any such contract.
 5. Contract modifications shall be approved by MaineDOT before execution. **MaineDOT** reserves the right not to participate in any modification executed without prior approval.
- E. **DESIGN.** The **Municipality** or its consultant shall prepare all design plans, specifications, estimates and contract documents for the Project – in accordance with **MaineDOT's** standards and procedures. The **Municipality** shall obtain **MaineDOT's** approval of all design plans, specifications, estimates and contract documents before requesting authorization to advertise for construction bids.

- F. **PUBLIC PARTICIPATION.** The **Municipality** shall provide opportunity for public participation in the development of the project. A Public Process Certification (Letter 16) shall be provided to **MaineDOT** before the Municipality may request authorization to advertise for construction bids.
- G. **UTILITIES.** The **Municipality** or its consultant shall coordinate all matters regarding utilities, prepare all related documentation, and submit such documentation to **MaineDOT** with a Utility Certification (Letter 13) before requesting authorization to advertise for construction bids. Such work shall be done in accordance with MaineDOT's *Utility Accommodation Policy*.
- H. **ENVIRONMENTAL PROCESS.** The **Municipality** or its consultant shall prepare and submit to **MaineDOT** all required environmental documents, including but not limited to Letter 11 and the National Environmental Policy Act (NEPA) checklist. **MaineDOT** will prepare and submit to the Federal Highway Administration all documentation required under NEPA.
- I. **PERMITS.** The **Municipality** or its consultant shall obtain all approvals, permits and licenses needed for the Project. Copies shall be provided to **MaineDOT** with an Environmental Certification (Letter 12) before the **Municipality** requests authorization to advertise for construction bids.
- J. **RIGHT OF WAY.** If applicable, **MaineDOT** will acquire all property or property rights necessary to construct and maintain the Project. In such an event, the Parties will determine at kickoff whether MaineDOT or the Municipality will coordinate the development of final right-of-way plans. **MaineDOT** will be fully responsible for title examinations, appraisal services, appraisal reviews, negotiations with property owners, acquisition/condemnation, and certification that all necessary rights have been acquired.
- K. **ADVERTISE AND AWARD.** The **Municipality** shall obtain **MaineDOT**'s authorization before advertising for construction bids. Upon receiving such authorization, the **Municipality** shall follow the process outlined below:
1. The **Municipality** shall solicit bids in accordance with the plans and specifications that **MaineDOT** has approved.
 2. The **Municipality** shall follow federal and state procurement policies and procedures, as applicable, unless otherwise approved by **MaineDOT**.
 3. The **Municipality** and **MaineDOT** may accept or reject all bids.
 4. The **Municipality** shall not award a contract without **MaineDOT**'s approval.
 5. The construction contract must specify that the Project comply with **MaineDOT**'s *Standard Specifications* (December 2002) and applicable special provisions.
 6. Form FHWA-1273 shall be physically incorporated into the construction contract.
 7. Upon award, the **Municipality** shall hold a preconstruction meeting with **MaineDOT**, the contractor, and all utilities and other parties involved in the construction process.
- L. **FORCE ACCOUNT.** If the **Municipality** intends to construct the Project with its municipal work force or to furnish materials to be used on the Project, the **Municipality** shall provide **MaineDOT** with a Public Interest Finding and obtain **MaineDOT**'s authorization before starting work. If so authorized to use a "Force Account" process, the **Municipality** shall comply with the applicable regulations – 23 CFR, Parts 635.201 to 635.205.

- M. CONSTRUCTION. The **Municipality** shall administer any construction contract and provide the supervision, inspection and documentation needed to ensure that the Project is completed to **MaineDOT**'s satisfaction in accordance with the plans, specifications and provisions of the contract:
1. The **Municipality** shall use procedures acceptable to **MaineDOT** to document the quantity and quality of all construction-related work. The **Municipality** shall provide monthly progress reports and shall retain all documentation as provided under Article 6.A.
 2. The **Municipality** shall provide for all materials testing necessary to comply with federal regulation 23 CFR, Part 637, "Quality Assurance Procedures for Construction."
 3. Any contract modification (change order) shall be approved by **MaineDOT** before it is executed. **MaineDOT** reserves the right not to participate in any modification executed without such approval.
 4. Traffic in work zones shall be controlled in accordance with Part VI of the federal Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).
 5. Within 90 days of completion of construction, the **Municipality** shall provide **MaineDOT** with "as-built" plans on Mylar or other acceptable archival-quality material.
 6. Upon completion, the **Municipality** shall provide compliance certification that the Project was constructed, quantities were measured and documented, and materials were tested in accordance with the plans, specifications and provisions of the construction contract, and in accordance with the policies and procedures approved by **MaineDOT**.
- N. INSPECTION. **MaineDOT** may inspect construction activities and documentation – and test any materials used – to ensure compliance with the construction contract. **MaineDOT** may reject any work or materials not in such compliance.
- O. MAINTENANCE. Upon completion, the **Municipality** shall operate and maintain any traffic signal improvements in accordance with the terms of *Appendix B*, "Operation and Maintenance of Traffic Signals."

ARTICLE 3. COST-SHARING & REIMBURSEMENT

- A. MAINEDOT SHARE. **MaineDOT**, using funding from the Federal Highway Administration, will reimburse the Municipality for eighty percent (**80%**) of Project costs deemed eligible for federal funding, not to exceed One Hundred Eighty-Four Thousand Dollars (**\$184,000.**)
- B. LOCAL SHARE. The **Municipality**, using resources not from the U.S. Department of Transportation, shall be responsible for twenty percent (**20%**) of Project costs deemed eligible for federal funding, including its share of costs incurred by **MaineDOT** as described in Paragraph C of this Article 3. Accordingly, the **Municipality**'s share is approximately Forty-Six Thousand Dollars (**\$46,000.**) Furthermore:
1. The **Municipality** shall be responsible for all costs deemed ineligible for federal-aid funding and all Project costs exceeding the maximum amount reimbursable to the **Municipality**, as stated in Article 3.A.

- C. **MAINEDOT COSTS.** All costs incurred by **MaineDOT** staff in the development and oversight of the Project shall be paid for with Project funds, including but not limited to design reviews, environmental support, right-of-way support, and construction engineering. These costs will be reconciled upon Project completion and deducted from the Municipality's final billing.
- D. **REIMBURSEMENT.** **MaineDOT** will reimburse the **Municipality** for the federal portion of eligible Project costs, as described in Paragraph A. The **Municipality** shall bill **MaineDOT** no more frequently than monthly for such costs, which are incurred when work is performed, goods and services are received, or a cash payment is made. Bills are subject to these conditions:
1. Claims shall be submitted on the **Municipality's** billhead and reference WIN 018486.00.
 2. Each invoice must be accompanied by a progress report, as described in Article 2.C.
 3. Each invoice shall contain an itemized account of expenditures consistent with the approved budget. Backup documentation and proof of payment made must accompany each invoice.
 4. Each invoice must have an accumulative total and a breakdown of **MaineDOT's** and the **Municipality's** shares of total costs.
 5. Each claim shall include a certification from the **Municipality's** Local Project Administrator that all amounts claimed are correct, due and not claimed previously, and that all applicable work was performed in accordance with the terms of this Agreement.
 6. Any claim for less than one thousand dollars (\$1,000) shall be deferred until the next regular billing period in which at least one thousand dollars (\$1,000) is incurred or until a final invoice is submitted for reimbursement.
- E. **REPAYMENT.** **MaineDOT** reserves the right to require repayment of reimbursements to the Municipality, if the Municipality takes action without approval from **MaineDOT** resulting in the loss of eligibility for federal funding – including but not limited to withdrawing from the Project, suspending or delaying work, or making acts of commission or omission. Furthermore:
1. **MaineDOT** shall have all of its common law, equitable and statutory rights of set-off to recover any payment to the **Municipality** for any activity that is subsequently deemed ineligible for federal funding, including but not limited to withholding any money owed to the Municipality under this Agreement and any other agreement with **MaineDOT** or other State agency.

ARTICLE 4. NON-APPROPRIATION

- A. Notwithstanding any other provision of this Agreement, **MaineDOT** shall be released from its obligation to make payment toward the Project – and will terminate this Agreement with a thirty (30) day written notice to the Municipality – if any of the following occurs:
1. **MaineDOT** does not receive adequate funds to support this Project; or
 2. Funds otherwise programmed for this Project are de-appropriated; or
 3. **MaineDOT** does not receive the authority to expend funds programmed for this Project.

ARTICLE 5. TERMINATION

- A. **FOR CAUSE.** **MaineDOT** reserves the right to terminate the payment provisions of Article 3 in the event of substantial default by the **Municipality**, defined as one or more of the following:
1. Failure to show satisfactory progress – as determined by the **MaineDOT** Project Manager – within **twelve (12) months** of being given notice to proceed;
 2. Use of Project funds for a purpose other than what is authorized by this Agreement;
 3. Misrepresentation or falsification of any claim submitted for reimbursement;
 4. Failure to monitor adequately the quality of materials used and work performed by any consultant or contractor, resulting in significant errors, omissions or negligence;
 5. Breach of any material provision(s) of this Agreement.
- B. **MaineDOT** will notify the **Municipality** within five (5) days of learning of an event leading to a claim of substantial default. If the **Municipality** fails to take corrective action within fifteen (15) days of receiving notification of **MaineDOT**'s dissatisfaction, **MaineDOT** may terminate this Agreement upon written notice to the **Municipality**.
1. Upon receiving written notice of termination, the **Municipality** and all consultants and contractors associated with the Project shall cease work immediately – except for any work required to protect public health and safety – and turn over to **MaineDOT** all Project records and documentation within thirty (30) days of the effective date of such termination.
 2. In the event of termination for default by the **Municipality**, the **Municipality**'s reimbursement shall be limited to payment for acceptable work or service accomplished under this Agreement until the effective date of such termination.
 3. If substantial default occurs, **MaineDOT** reserves the right to recover from the **Municipality** all funds reimbursed for Project-related work, in accordance with the provisions of Article 3.E.

ARTICLE 6. RECORDS RETENTION, ACCESS & AUDIT

- A. Retention. Records are plans, reports, notes, papers or other tangible work arising from this Agreement. All such printed and electronic records prepared by or for the **Municipality** shall be retained for **four (4) years** from the date of **MaineDOT**'s acceptance of the **Municipality**'s final claim for reimbursement, except as otherwise provided below:
1. If any litigation, claim, negotiation, audit or other action involving such records has begun before the expiration of four (4) year period, then all records shall be retained at least until all action and resolution of all issues arising from it are complete.
- B. Access. The **Municipality** and any consultant or contractor working on its behalf shall allow authorized representatives of the State of Maine and the Federal Government to inspect and audit Project documents. Copies of requested documents shall be furnished at no cost.
- C. Audit. Audits shall meet the “Generally Accepted Government Auditing Standards.” The **Municipality** shall assure that all applicable audit requirements are met in accordance with federal Office of Management and Budget (OMB) Circular A-133, “Audits of States, Local Governments and Non-Profit Organizations.”

ARTICLE 7. GENERAL TERMS AND CONDITIONS

- A. Observance of Law. All activities conducted under this Agreement shall comply with applicable laws and regulations, including but not limited to Title 23 in the United States Code (USC); Title 23 in the U.S. Code of Federal Regulations (CFR); and 49 CFR Part 18, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.”
- B. Indemnification. To the extent permitted by law, the **Municipality** shall indemnify, defend and hold harmless **MaineDOT**, its officers, agents and employees from claims, suits or liabilities arising from negligent or wrongful acts, errors or omissions by the **Municipality**, its officers, employees, agents, consultants or contractors. Nothing herein shall waive any defense, immunity or liability limitation under the Maine Tort Claims Act (14 M.R.S. Section 8101 et. seq.) or other privileges or immunities provided by law. *This provision shall survive the termination or expiration of this Agreement.*
- C. Confidentiality. Information pertaining to right-of-way negotiations, property appraisals and engineering estimates of construction costs shall be kept confidential in accordance with the provisions of Maine State law (23 MRSA, Section 63.)
- D. Equal Employment Opportunity. The **Municipality** shall meet applicable equal employment opportunity requirements as follows:
1. The **Municipality** shall not discriminate against any employee or applicant for employment *relating specifically to work under this Agreement* because of race, color, religious creed, sex, national origin, ancestry, age or physical handicap unless related to a bona fide occupational qualification. The **Municipality** shall take affirmative action to ensure that all such applicants are employed and that all such employees are treated regardless of their race, color, religious creed, sex, national origin, ancestry, age or physical handicap during any period of employment under this Agreement. Such action shall include, but not be limited to: employment, upgrading, demotions, transfers, recruitment, layoffs or terminations, rates of pay or other forms of compensation and selection for all forms of training and apprenticeships. The **Municipality** shall post prominently in places readily available to all employees and applicants for such employment under this Agreement notices setting forth the provisions of this paragraph.
 2. In all solicitations or advertising for employees relating to work done under this Agreement, the **Municipality** shall state that all qualified applicants shall receive consideration for employment regardless of race, color, religious creed, sex, national origin, ancestry, age or physical handicap.
 3. The **Municipality** shall send to each representative of any of its employees covered by a collective-bargaining agreement – or any other contract or understanding under which labor or services are to be furnished under this Agreement – a notice advising of the **Municipality’s** commitment under this Article and shall post copies prominently in places readily available to all such employees and applicants for employment.
 4. The **Municipality** shall include all of the foregoing equal employment opportunity provisions under this Article in any contract for services or work for the Project so that such provisions are binding upon each consultant – with the exception of any contract for the purchase of standard commercial supplies or raw materials. To the maximum extent feasible, the **Municipality** or any of its consultants shall list all suitable employment openings with the Maine Job Service. *This provision shall not apply to employment openings that the Municipality or any of its consultants propose to fill from within their own organization.*

- E. **Independent Capacity.** The **Municipality**, its employees, agents, representatives, consultants or contractors shall not act as officers, employees or agents of **MaineDOT**.
- F. **Flow Down.** All contracts between the **Municipality** and any consultant, contractor or other third party shall contain or incorporate by reference all applicable provisions of this Agreement.
- G. **No Assignment Without Approval.** The **Municipality** shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion of it without the consent of **MaineDOT**. In no case shall all such action release the **Municipality** from liability under this Agreement.
- H. **Other Considerations.** The **Municipality** and **MaineDOT** (“the **Parties**”) further agree that:
1. Neither the **Municipality** nor **MaineDOT** shall be bound by any previous statement, correspondence, agreement or representation not expressly contained herein.
 2. This Agreement is made and shall be construed under the laws of the State of Maine.
 3. If any clause, section or provision is held to be invalid or unenforceable, that shall not affect the entire agreement. The **Parties** shall negotiate a new clause, section or provision.

ARTICLE 8. EXPIRATION

- A. All provisions of this Agreement – except for Article 2.O (maintenance), Article 6.A (records), Article 7.B (indemnification) and Article 7.C (confidentiality) – shall expire upon successful completion of the Project or **five (5) years** from the final day of the month in which the undersigned **MaineDOT** representative executed this Agreement, whichever occurs first, unless otherwise modified in writing by the Parties to this Agreement. Articles 7.B and 7.C shall remain effective until specifically terminated in writing by the Parties to this Agreement or negated by law.

ARTICLE 9. APPROVAL

- A. **Debarment.** By signing this Agreement, the **Municipality** certifies – to the best of its knowledge and belief – that it and its officers, employees, agents or representatives associated with the Project:
1. Are not now debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal or state agency;
 2. Have not within the previous three (3) years been criminally convicted or had a civil judgment rendered against them – and are not now criminally or civilly charged – in connection with any of the following:
 - Obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; or
 - Violating federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Have not within a 3-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.

- B. If the **Municipality** is unable to certify to any of the preceding statements in this Article 9, the **Municipality** shall attach an explanation to this Agreement.
- C. The **Municipality** agrees that it will not hire a consultant or contractor who is now debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal or state agency. The **Municipality** shall provide documentation that it has verified the debarment status of each consultant and contractor hired to work on the Project under this Agreement.
- D. Municipal authorization. The undersigned municipal representative assures that the **City Council of Bangor, Maine**, has approved the Project and the Municipality's entry into this Agreement, has appropriated or authorized the use of any necessary funds, and has authorized the representative to sign this Agreement.

IN WITNESS WHEREOF, **MaineDOT** and the **Municipality** have executed this Agreement effective on the date last signed.

Municipality of Bangor

Maine Department of Transportation

By: _____
Catherine M. Conlow, City Manager

By: _____
William A. Pulver, P.E., Director,
Bureau of Project Development

Date: _____

Date: _____

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole of myself.

NOTE: AN ADDITIONAL MUNICIPAL SIGNATURE IS REQUIRED ON APPENDIX A →

**APPENDIX A TO A LOCALLY ADMINISTERED PROJECT AGREEMENT:
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT**

The **Municipality of Bangor, Maine** and its contractors may be subject to the provisions of the Federal Funding Accountability and Transparency Act (“FFATA”) of 2006 as amended and any regulations, policies, procedures and guidance documents adopted pursuant thereto or in connection therewith.

Since the Federal portion of the Project exceeds \$25,000, an authorized representative from the **Municipality** shall sign this document below and return it with the Project Agreement.

Municipality of Bangor, Maine
Sign and Print Legal CCR Name

07-173-9692
DUNS® Number

Authorized Representative: _____
Catherine M. Conlow, City Manager

**APPENDIX B TO A LOCALLY ADMINISTERED PROJECT AGREEMENT:
OPERATION & MAINTANCE OF TRAFFIC SIGNALS**

- A. The **Municipality** agrees to operate and maintain all traffic signals and related equipment installed pursuant to this Agreement to function as designed and installed as part of the above-referenced Locally Administered Project, unless approved otherwise as hereinafter provided or as necessary as follows:
1. All malfunctions and deficiencies in the traffic signal or any equipment appurtenant thereto shall be repaired or corrected expeditiously in accordance with the Institute of Transportation Engineer's (ITE) "Traffic Signal Installation and Maintenance Manual." Any failure to correct the traffic signal to function as designed could, upon written notification from the **MaineDOT**, result in the **MaineDOT** making all necessary repairs at the **Municipality's** expense.
 2. The visibility of the traffic signal shall be preserved and maintained at all times by removing any visual impairment thereto.
 3. No change in operation or modification to the traffic signal or any equipment appurtenant thereto shall be made without the express written approval of the **MaineDOT**.
 4. The **MaineDOT** shall be notified in writing prior to any removal or replacement of the traffic signal or any equipment and appurtenant thereto. Upon removal, such traffic signal or equipment so removed shall be disposed of as deemed appropriate by mutual agreement of the **MaineDOT** and **Municipality** without any cost to the **MaineDOT**, unless agreed otherwise in writing.
- B. The **Municipality** agrees to be responsible for the electrical service for the traffic signals and agrees to execute any necessary documentation required to establish such service and provide any local permits necessary for the installation of such service.
- C. The **Municipality** agrees to maintain all pavement markings (including stop bars, lane use arrows and all striping necessary to delineate the turning lane) and all traffic control signs as furnished under the project.
- D. The **Municipality** agrees to allow the contractor for the project to control all traffic within all designated work areas at such times and in such a manner necessary to permit construction of the project and the installation of the traffic signal as specified in the traffic control plan approved by the **MaineDOT**.

COUNCIL ACTION

Item No. 14-066

Date: January 27, 2014

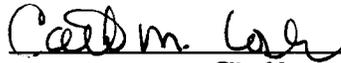
Item/Subject: ORDER, Authorizing Execution of Agreement for Maine Department of Transportation Local Project – WIN 018486.10, Hogan Road/Stillwater Avenue Intersection Improvements

Responsible Department: Engineering

Commentary: This order would authorize the City Manager to execute a Local Project Agreement in the amount of \$103,500 with the Maine Department of Transportation for design, construction work for a dedicated right-turn lane on Hogan Road and Stillwater Avenue. If approved the agreement stipulates a Federal share of 82,800 or 80% of the total project costs and a City share of \$20,700 or 20% of the total project cost. This item was reviewed and recommended for approval by the Infrastructure Committee at its January 14, 2014 meeting.

Arthur B. Morgan, P.E.
Department Head

Manager's Comments:



City Manager

Associated Information: Councilor Order and Agreement

Budget Approval:



Finance Director

Legal Approval:



City Solicitor

Introduced for

- Passage
- First Reading
- Referral

Page of



Assigned to Councilor Blanchette

CITY OF BANGOR

(TITLE.) ORDER, Authorizing Execution of Agreement for Maine Department of Transportation Local Project – WIN #018486.10, Hogan Road/Stillwater Avenue Interesection Improvements

ORDERED,

THAT: the City Manager is hereby authorized and directed to execute an agreement with the Maine Department of Transportation for the following:

An Agreement with the Maine Department of Transportation – Hogan Road/Stillwater Avenue Intersection Improvements, WIN #018486.10.

Copy of the agreement is attached.



<i>MaineDOT use only</i>	
TEDOCS #:	_____
CT #:	_____
CSN:	_____
PROGRAM:	<i>Multimodal</i>

MAINE DEPARTMENT OF TRANSPORTATION
Locally Administered Project Agreement
 With the
Municipality of Bangor
 Regarding
Hogan Road / Stillwater Avenue Intersection Improvements

<i>(MaineDOT Use Only)</i>	
Total Amount: <u>\$103,500.00</u>	State WIN: <u>018486.10</u>
Federal Share: <u>\$82,800.00</u>	Federal Project #: _____
State Share: <u>\$0.00</u>	Type of Project: <u>Locally Administered Project</u>
Municipal Share: <u>\$20,700</u>	Vendor Customer #: <u>VC1000007010</u>
Agreement Begin Date: _____	DUNS® Number: <u>07-173-9692</u>
Agreement End Date: _____	U.S. CFDA #: <u>20.205 Highway Planning & Construction</u>

This Agreement for the locally administered federal-aid project described herein is made between the Maine Department of Transportation, a Maine State Government agency headquartered at 24 Child Street in Augusta, Maine (“**MaineDOT**,”) and the Municipality of Bangor, a municipal corporation and body politic with its administrative offices at 73 Harlow Street in Bangor, Maine (“the **Municipality**.”)

- The following attachments are incorporated into this Agreement:
 - Appendix A: Federal Funding Accountability and Transparency Act Form
 - Appendix B: Requirements for Operation and Maintenance of Traffic Signals.

WHEREAS, the **Municipality** was awarded congressionally designated federal-aid transportation funding for the Project described herein (*Demo ID ME-081, U.S. CFDA number 20.205*); and

WHEREAS, this Agreement sets out the requirements for the Project and the terms and conditions of the funding to the **Municipality**.

NOW, in consideration of the foregoing, **MaineDOT** and the **Municipality** agree as follows:

ARTICLE 1. PROJECT OVERVIEW

- A. **SCOPE OF WORK.** Design and construction work for a dedicated right-turn lane on Hogan Road at Stillwater Avenue (“the **Project**.”) The work shall be performed by or for the **Municipality** and accepted by **MaineDOT**. Any change shall require written approval from **MaineDOT**.
- B. **FUNDING.** The estimated cost of the Project is One Hundred Three Thousand Five Hundred Dollars (**\$103,500**) to be shared at the rates described in Article 3. Project costs eligible for federal funding shall not exceed this amount without written approval from **MaineDOT**.

- C. **ROLE OF MUNICIPALITY.** The **Municipality** shall take the lead in developing the Project and shall assign a certified Local Project Administrator to oversee all local responsibilities. This person shall be responsible for the Project at all times and shall follow the procedures described in the latest version of **MaineDOT's Local Project Administration Manual**.
- D. **ROLE OF MAINEDOT.** **MaineDOT** will assign a Project Manager to advise, review and approve on behalf of the State. This person – or his or her designee – will have the authority to approve or deny reimbursement requests; review and require revision of plans and specifications; inspect, reject and stop work; and take all other action necessary to ensure proper performance of this Agreement.

ARTICLE 2. PROJECT DEVELOPMENT

- A. **AUTHORIZATION.** The **Municipality** shall receive Notice to Proceed from **MaineDOT** before starting any work on the Project. Any municipal costs incurred before such Notice shall be ineligible for reimbursement. Such ineligible costs shall not be credited toward the **Municipality's** match.
- B. **BUDGET AND SCHEDULE.** Upon receiving Notice to Proceed, the Local Project Administrator shall review with the **MaineDOT** Project Manager the scope of work, budget, schedule and requirements for the Project. Within sixty (60) days of receiving such Notice, the **Municipality** shall provide **MaineDOT** with the following:
1. Milestones and dates to set a baseline schedule and measure the **Municipality's** progress.
 2. An updated line-item budget.
- C. **PROGRESS REPORTS.** The **Municipality** shall provide the **MaineDOT** Project Manager with monthly progress updates, in accordance with **MaineDOT's Consultant General Conditions**.
- D. **CONSULTANT SERVICES.** The **Municipality** may contract for engineering services as necessary to develop and oversee the Project, as follows:
1. Qualifications-based selection shall be used, pursuant to federal regulation 23 CFR, Part 172. Price shall not be a factor in the evaluation or ranking of any consultant.
 2. The **Municipality** shall develop an independent estimate, in accordance with 23 CFR, Part 172.7(v). Said estimate shall be the basis for negotiations with the highest qualified consultant toward a fair and reasonable price.
 3. The **Municipality** shall incorporate the terms and conditions from the latest version of **MaineDOT's Consultant General Conditions** – including FHWA Form 1273 – when executing all contracts for consultants who will be performing work pursuant to this Agreement.
 4. No contract shall be awarded without the approval of **MaineDOT**. Upon such approval, the **Municipality** shall monitor all work performed under any such contract.
 5. Contract modifications shall be approved by MaineDOT before execution. **MaineDOT** reserves the right not to participate in any modification executed without prior approval.
- E. **DESIGN.** The **Municipality** or its consultant shall prepare all design plans, specifications, estimates and contract documents for the Project – in accordance with **MaineDOT's** standards and procedures. The **Municipality** shall obtain **MaineDOT's** approval of all design plans, specifications, estimates and contract documents before requesting authorization to advertise for construction bids.

- F. **PUBLIC PARTICIPATION.** The **Municipality** shall provide opportunity for public participation and shall document the process. A Public Process Certification (Letter 16) shall be provided to **MaineDOT** before the Municipality may receive authorization to advertise for construction bids.
- G. **UTILITIES.** The **Municipality** or its consultant shall coordinate all matters regarding utilities, prepare all related documentation, and submit such documentation to **MaineDOT** with a Utility Certification (Letter 13) before requesting authorization to advertise for construction bids. Such work shall be done in accordance with MaineDOT's *Utility Accommodation Policy*.
- H. **ENVIRONMENTAL PROCESS.** The **Municipality** or its consultant shall prepare and submit to **MaineDOT** all required environmental documents, including but not limited to Letter 11 and the National Environmental Policy Act (NEPA) checklist. **MaineDOT** will prepare and submit to the Federal Highway Administration all documentation required under NEPA.
- I. **PERMITS.** The **Municipality** or its consultant shall obtain all approvals, permits and licenses needed for the Project. Copies shall be provided to **MaineDOT** with an Environmental Certification (Letter 12) before the **Municipality** requests authorization to advertise for construction bids.
- J. **RIGHT OF WAY.** If applicable, **MaineDOT** will acquire all property or property rights necessary to construct and maintain the Project. In such an event, the Parties will determine at kickoff whether MaineDOT or the Municipality will coordinate the development of final right-of-way plans. **MaineDOT** will be fully responsible for title examinations, appraisal services, appraisal reviews, negotiations with property owners, acquisition/condemnation, and certification that all necessary rights have been acquired.
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 5. The construction contract must specify that the Project comply with **MaineDOT**'s *Standard Specifications* (December 2002) and applicable special provisions.
 6. Form FHWA-1273 shall be physically incorporated into the construction contract.
 7. Upon award, the **Municipality** shall hold a preconstruction meeting with **MaineDOT**, the contractor, and all utilities and other parties involved in the construction process.
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1. The **Municipality** shall use procedures acceptable to **MaineDOT** to document the quantity and quality of all construction-related work. The **Municipality** shall provide monthly progress reports and shall retain all documentation as provided under Article 6.A.
 2. The **Municipality** shall provide for all materials testing necessary to comply with federal regulation 23 CFR, Part 637, "Quality Assurance Procedures for Construction."
 3. Any contract modification (change order) shall be approved by **MaineDOT** before it is executed. **MaineDOT** reserves the right not to participate in any modification executed without such approval.
 4. Traffic in work zones shall be controlled in accordance with Part VI of the federal Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).
 5. Within 90 days of completion of construction, the **Municipality** shall provide **MaineDOT** with "as-built" plans on Mylar or other acceptable archival-quality material.
 6. Upon completion, the **Municipality** shall provide compliance certification that the Project was constructed, quantities were measured and documented, and materials were tested in accordance with the plans, specifications and provisions of the construction contract, and in accordance with the policies and procedures approved by **MaineDOT**.
- N. INSPECTION. **MaineDOT** may inspect construction activities and documentation – and test any materials used – to ensure compliance with the construction contract. **MaineDOT** may reject any work or materials not in such compliance.
- O. MAINTENANCE. Upon completion, the **Municipality** shall maintain any traffic signal improvements in accordance with the terms of *Appendix B*, "Operation and Maintenance of Traffic Signals."

ARTICLE 3. COST-SHARING & REIMBURSEMENT

- A. MAINEDOT SHARE. **MaineDOT**, using funding from the Federal Highway Administration, will reimburse the Municipality for eighty percent (80%) of Project costs deemed eligible for federal funding, not to exceed Eighty-Two Thousand Eight Hundred Dollars (\$82,800.)
- B. LOCAL SHARE. The **Municipality**, using resources not from the U.S. Department of Transportation, shall be responsible for twenty percent (20%) of Project costs deemed eligible for federal funding, including its share of such costs incurred by **MaineDOT** as described in Paragraph C of this Article 3. Accordingly, the **Municipality**'s share is approximately Twenty Thousand Seven Hundred Dollars (\$20,700.) Furthermore:
1. The **Municipality** shall be responsible for all costs deemed ineligible for federal-aid funding and all Project costs exceeding the maximum amount reimbursable to the **Municipality**, as stated in Article 3.A.

- C. **MAINEDOT COSTS.** All costs incurred by **MaineDOT** staff in the development and oversight of the Project shall be paid for with Project funds, including but not limited to design reviews, environmental support, right-of-way support, and construction engineering. These costs will be reconciled upon Project completion and deducted from the Municipality's final billing.
- D. **REIMBURSEMENT.** **MaineDOT** will reimburse the **Municipality** for the federal portion of eligible Project costs, as described in Paragraph A. The **Municipality** shall bill **MaineDOT** no more frequently than monthly for such costs, which are incurred when work is performed, goods and services are received, or a cash payment is made. Bills are subject to these conditions:
1. Claims shall be submitted on the **Municipality's** billhead and reference **WIN 018486.10**.
 2. Each invoice must be accompanied by a progress report, as described in Article 2.C.
 3. Each invoice shall contain an itemized account of expenditures consistent with the approved budget. Backup documentation and proof of payment made must accompany each invoice.
 4. Each invoice must have an accumulative total and a breakdown of **MaineDOT's** and the **Municipality's** shares of total costs.
 5. Each claim shall include a certification from the **Municipality's** Local Project Administrator that all amounts claimed are correct, due and not claimed previously, and that all applicable work was performed in accordance with the terms of this Agreement.
 6. Any claim for less than one thousand dollars (\$1,000) shall be deferred until the next regular billing period in which at least one thousand dollars (\$1,000) is incurred or until a final invoice is submitted for reimbursement.
- E. **REPAYMENT.** **MaineDOT** reserves the right to require repayment of reimbursements to the Municipality, if the Municipality takes action without approval from **MaineDOT** resulting in the loss of eligibility for federal funding – including but not limited to withdrawing from the Project, suspending or delaying work, or making acts of commission or omission. Furthermore:
1. **MaineDOT** shall have all of its common law, equitable and statutory rights of set-off to recover any payment to the **Municipality** for any activity that is subsequently deemed ineligible for federal funding, including but not limited to withholding any money owed to the Municipality under this Agreement and any other agreement with **MaineDOT** or other State agency.

ARTICLE 4. NON-APPROPRIATION

- A. Notwithstanding any other provision of this Agreement, **MaineDOT** shall be released from its obligation to make payment toward the Project – and will terminate this Agreement with a thirty (30) day written notice to the Municipality – if any of the following occurs:
1. **MaineDOT** does not receive adequate funds to support this Project; or
 2. Funds otherwise programmed for this Project are de-appropriated; or
 3. **MaineDOT** does not receive the authority to expend funds programmed for this Project.

ARTICLE 5. TERMINATION

- A. **FOR CAUSE.** **MaineDOT** reserves the right to terminate the payment provisions of Article 3 in the event of substantial default by the **Municipality**, defined as any of the following:
1. Failure to show satisfactory progress – as determined by the **MaineDOT** Project Manager – within **twelve (12) months** of being given notice to proceed;
 2. Use of Project funds for a purpose other than what is authorized by this Agreement;
 3. Misrepresentation or falsification of any claim submitted for reimbursement;
 4. Failure to monitor adequately the quality of materials used and work performed by any consultant or contractor, resulting in significant errors, omissions or negligence;
 5. Breach of any material provision(s) of this Agreement.
- B. **MaineDOT** will notify the **Municipality** within five (5) days of learning of an event leading to a claim of substantial default. If the **Municipality** fails to take corrective action within fifteen (15) days of receiving notification of **MaineDOT**'s dissatisfaction, **MaineDOT** may terminate this Agreement upon written notice to the **Municipality**.
1. Upon receiving written notice of termination, the **Municipality** and all consultants and contractors associated with the Project shall cease work immediately – except for any work required to protect public health and safety – and turn over to **MaineDOT** all Project records and documentation within thirty (30) days of the effective date of such termination.
 2. In the event of termination for default by the **Municipality**, the **Municipality**'s reimbursement shall be limited to payment for acceptable work or service accomplished under this Agreement until the effective date of such termination.
 3. If substantial default occurs, **MaineDOT** reserves the right to recover from the **Municipality** all funds reimbursed for Project-related work, in accordance with the provisions of Article 3.E.

ARTICLE 6. RECORDS RETENTION, ACCESS & AUDIT

- A. Retention. Records are plans, reports, notes, papers or other tangible work arising from this Agreement. All such printed and electronic records prepared by or for the **Municipality** shall be retained for **four (4) years** from the date of **MaineDOT**'s acceptance of the **Municipality**'s final claim for reimbursement, except as otherwise provided below:
1. If any litigation, claim, negotiation, audit or other action involving such records has begun before the expiration of four (4) year period, then all records shall be retained at least until all action and resolution of all issues arising from it are complete.
- B. Access. The **Municipality** and any consultant or contractor working on its behalf shall allow authorized representatives of the State of Maine and the Federal Government to inspect and audit Project documents. Copies of requested documents shall be furnished at no cost.
- C. Audit. Audits shall meet the “Generally Accepted Government Auditing Standards.” The **Municipality** shall assure that all applicable audit requirements are met in accordance with federal Office of Management and Budget (OMB) Circular A-133, “Audits of States, Local Governments and Non-Profit Organizations.”

ARTICLE 7. GENERAL TERMS AND CONDITIONS

- A. **Observance of Law.** All activities conducted under this Agreement shall comply with applicable laws and regulations, including but not limited to Title 23 in the United States Code (USC); Title 23 in the U.S. Code of Federal Regulations (CFR); and 49 CFR Part 18, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.”
- B. **Indemnification.** To the extent permitted by law, the **Municipality** shall indemnify, defend and hold harmless **MaineDOT**, its officers, agents and employees from claims, suits or liabilities arising from negligent or wrongful acts, errors or omissions by the **Municipality**, its officers, employees, agents, consultants or contractors. Nothing herein shall waive any defense, immunity or liability limitation under the Maine Tort Claims Act (14 M.R.S. Section 8101 et. seq.) or other privileges or immunities provided by law. *This provision shall survive the termination or expiration of this Agreement.*
- C. **Confidentiality.** Information pertaining to right-of-way negotiations, property appraisals and engineering estimates of construction costs shall be kept confidential in accordance with the provisions of Maine State law (23 MRSA, Section 63.)
- D. **Equal Employment Opportunity.** The **Municipality** shall meet applicable equal employment opportunity requirements as follows:
1. The **Municipality** shall not discriminate against any employee or applicant for employment *relating specifically to work under this Agreement* because of race, color, religious creed, sex, national origin, ancestry, age or physical handicap unless related to a bona fide occupational qualification. The **Municipality** shall take affirmative action to ensure that all such applicants are employed and that all such employees are treated regardless of their race, color, religious creed, sex, national origin, ancestry, age or physical handicap during any period of employment under this Agreement. Such action shall include, but not be limited to: employment, upgrading, demotions, transfers, recruitment, layoffs or terminations, rates of pay or other forms of compensation and selection for all forms of training and apprenticeships. The **Municipality** shall post prominently in places readily available to all employees and applicants for such employment under this Agreement notices setting forth the provisions of this paragraph.
 2. In all solicitations or advertising for employees relating to work done under this Agreement, the **Municipality** shall state that all qualified applicants shall receive consideration for employment regardless of race, color, religious creed, sex, national origin, ancestry, age or physical handicap.
 3. The **Municipality** shall send to each representative of any of its employees covered by a collective-bargaining agreement – or any other contract or understanding under which labor or services are to be furnished under this Agreement – a notice advising of the **Municipality’s** commitment under this Article and shall post copies prominently in places readily available to all such employees and applicants for employment.
 4. The **Municipality** shall include all of the foregoing equal employment opportunity provisions under this Article in any contract for services or work for the Project so that such provisions are binding upon each consultant – with the exception of any contract for the purchase of standard commercial supplies or raw materials. To the maximum extent feasible, the **Municipality** or any of its consultants shall list all suitable employment openings with the Maine Job Service. *This provision shall not apply to employment openings that the Municipality or any of its consultants propose to fill from within their own organization.*

- E. **Independent Capacity.** The **Municipality**, its employees, agents, representatives, consultants or contractors shall not act as officers, employees or agents of **MaineDOT**.
- F. **Flow Down.** All contracts between the **Municipality** and any consultant, contractor or other third party shall contain or incorporate by reference all applicable provisions of this Agreement.
- G. **No Assignment Without Approval.** The **Municipality** shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion of it without the consent of **MaineDOT**. In no case shall all such action release the **Municipality** from liability under this Agreement.
- H. **Other Considerations.** The **Municipality** and **MaineDOT** (“the **Parties**”) further agree that:
1. Neither the **Municipality** nor **MaineDOT** shall be bound by any previous statement, correspondence, agreement or representation not expressly contained herein.
 2. This Agreement is made and shall be construed under the laws of the State of Maine.
 3. If any clause, section or provision is held to be invalid or unenforceable, that shall not affect the entire agreement. The **Parties** shall negotiate a new clause, section or provision.

ARTICLE 8. EXPIRATION

- A. All provisions of this Agreement – except for Article 2.O (maintenance), Article 6.A (records), Article 7.B (indemnification) and Article 7.C (confidentiality) – shall expire upon successful completion of the Project or **five (5) years** from the final day of the month in which the undersigned **MaineDOT** representative executed this Agreement, whichever occurs first, unless otherwise modified in writing by the Parties to this Agreement. Articles 7.B and 7.C shall remain effective until specifically terminated in writing by the Parties to this Agreement or negated by law.

ARTICLE 9. APPROVAL

- A. **Debarment.** By signing this Agreement, the **Municipality** certifies – to the best of its knowledge and belief – that it and its officers, employees, agents or representatives associated with the Project:
1. Are not now debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal or state agency;
 2. Have not within the previous three (3) years been criminally convicted or had a civil judgment rendered against them – and are not now criminally or civilly charged – in connection with any of the following:
 - Obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; or
 - Violating federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Have not within a 3-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.

- B. If the **Municipality** is unable to certify to any of the preceding statements in this Article 9, the **Municipality** shall attach an explanation to this Agreement.
- C. The **Municipality** agrees that it will not hire a consultant or contractor who is now debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal or state agency. The **Municipality** shall provide documentation that it has verified the debarment status of each consultant and contractor hired to work on the Project under this Agreement.
- D. Municipal authorization. The undersigned municipal representative assures that the **City Council of Bangor, Maine**, has approved the Project and the Municipality’s entry into this Agreement, has appropriated or authorized the use of any necessary funds, and has authorized the representative to sign this Agreement.

IN WITNESS WHEREOF, **MaineDOT** and the **Municipality** have executed this Agreement effective on the date last signed.

Municipality of Bangor

Maine Department of Transportation

By: _____
Catherine M. Conlow, City Manager

By: _____
William A. Pulver, P.E., Director,
Bureau of Project Development

Date: _____

Date: _____

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole of myself.

NOTE: AN ADDITIONAL MUNICIPAL SIGNATURE IS REQUIRED ON APPENDIX A →

**APPENDIX A TO A LOCALLY ADMINISTERED PROJECT AGREEMENT:
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT**

The **Municipality of Bangor, Maine** and its contractors may be subject to the provisions of the Federal Funding Accountability and Transparency Act (“FFATA”) of 2006 as amended and any regulations, policies, procedures and guidance documents adopted pursuant thereto or in connection therewith.

Since the Federal portion of the Project exceeds \$25,000, an authorized representative from the **Municipality** shall sign this document below and return it with the Project Agreement.

Municipality of Bangor, Maine
Sign and Print Legal CCR Name

07-173-9692
DUNS® Number

Authorized Representative: _____
Catherine M. Conlow, City Manager

**APPENDIX B TO A LOCALLY ADMINISTERED PROJECT AGREEMENT:
OPERATION & MAINTANCE OF TRAFFIC SIGNALS**

- A. The **Municipality** agrees to operate and maintain all traffic signals and related equipment installed pursuant to this Agreement to function as designed and installed as part of the above-referenced Locally Administered Project, unless approved otherwise as hereinafter provided or as necessary as follows:
1. All malfunctions and deficiencies in the traffic signal or any equipment appurtenant thereto shall be repaired or corrected expeditiously in accordance with the Institute of Transportation Engineer's (ITE) "Traffic Signal Installation and Maintenance Manual." Any failure to correct the traffic **signal to function as designed could, upon written notification from the MaineDOT**, result in the **MaineDOT** making all necessary repairs at the **Municipality's** expense.
 2. The visibility of the traffic signal shall be preserved and maintained at all times by removing any visual impairment thereto.
 3. No change in operation or modification to the traffic signal or any equipment appurtenant thereto shall be made without the express written approval of the **MaineDOT**.
 4. The **MaineDOT** shall be notified in writing prior to any removal or replacement of the traffic signal or any equipment and appurtenant thereto. Upon removal, such traffic signal or equipment so removed shall be disposed of as deemed appropriate by mutual agreement of the MaineDOT and Municipality without any cost to the **MaineDOT**, unless agreed otherwise in writing.
- B. The **Municipality** agrees to be responsible for the electrical service for the traffic signals and agrees to execute any necessary documentation required to establish such service and provide any local permits necessary for the installation of such service.
- C. The **Municipality** agrees to maintain all pavement markings (including stop bars, lane use arrows and all striping necessary to delineate the turning lane) and all traffic control signs as furnished under the project.
- D. The **Municipality** agrees to allow the contractor for the project to control all traffic within all designated work areas at such times and in such a manner necessary to permit construction of the project and the installation of the traffic signal as specified in the traffic control plan approved by the **MaineDOT**.



**REFERRALS TO COMMITTEES
& FIRST READINGS**



**UNFINISHED
BUSINESS**

COUNCIL ACTION

Item No. 14-060

Date: **January 13, 2014**

Item/Subject Amending Land Development Code – Zone Change – 1732 Ohio Street from a Contract Government and Institutional Service District to a Rural Residence and Agricultural.

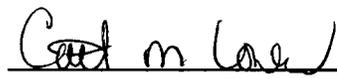
Responsible Department: Planning Division

Commentary: This proposal will amend the Land Development Code and rezone a property at 1732 Ohio Street from a contract zone to Rural Residence and Agricultural. The applicant, Mark D. Butterfield, is requesting a zone change for a parcel of land located at 1732 Ohio Street containing approximately 4.1 acres from a Contract Government and Institutional Service District to a Rural Residence and Agricultural District. This property was rezoned in 2004 as a potential site for Pilgrim Presbyterian Orthodox Church to relocate their Mount Hope Avenue facility. In 2013, they were able to expand on their Mount Hope property and have sold the Ohio Street property. RR&A will facilitate the site for typical agricultural uses and single family dwellings and is consistent with the neighboring properties.

/s/ Tanya L. Emery
Dept. Head

Manager's Comments:

For Referral to Planning Board Meeting of January 21, 2014 at 7:00 p.m.


City Manager

Associated Information:

Budget Approval:

Finance Director

Legal Approval:


City Solicitor

Introduced for

- Passage
- First Reading
- Referral to Planning Board Meeting of January 21, 2014, 7:00 p.m.



Assigned to Councilor Durgin

CITY OF BANGOR

(TITLE.) Ordinance , Amending Land Development Code – Zone Change – 1732 Ohio Street from a Contract Government and Institutional Service District to a Rural Residence and Agricultural District.

Be it ordained by the City Council of the City of Bangor, as follows:

THAT the zoning boundary lines as established by the Zoning Map of the City of Bangor dated October 28, 1991, as amended, be hereby further amended as follows:

By changing a parcel of land located at 1732 Ohio Street (Tax Map No. R-13, Parcel No. 4-A) from a Contract Government and Institutional Service District to a Rural Residence and Agricultural District. Said parcel of land containing approximately 4.1 acres and being more particularly indicated on the map attached hereto and made a part hereof.

7/1/2012

APPLICATION FOR LAND DEVELOPMENT CODE AND MAP AMENDMENT

TO: THE CITY COUNCIL AND
THE PLANNING BOARD OF BANGOR, MAINE:

DATE: _____

1. (I/WE) Mark D. Butterfield

2. of PO Box 213 Carmel, ME 04419 207-852-3848
Address City or Post Office Telephone

hereby petition to amend the Land Development Code of the City of Bangor, Maine by reclassifying from GEISD district to the REA district for the property outlined in red on the maps attached hereto, which are part of this application, and described as follows:

3. ADDRESS OF PROPERTY (if any) at or about 1732 Ohio Street
Total Area (acres or square feet) 7.1 acres

4. PROPERTY LOCATION (General location): Example - South side of Southwest side of Ohio St.
State Street 400 yards. East of Pine Street

5. LEGAL DESCRIPTION OF PROPERTY - Assessors Map No. 213 Parcel 004-A

6. EXISTING USE: none

7. PROPOSED USE: Single family dwelling

8. NAME AND ADDRESS OF OWNER OF RECORD: Name Mark D. Butterfield
Address PO Box 213 Carmel, ME

9. NAME AND ADDRESS OF CONTRACT OWNER (if such): N/A

10. SIGNATURE OF OWNER OR CONTRACT OWNER: [Signature]

11. REPRESENTATIVE OF APPLICANT: Name _____
(if applicable) Address _____

12. ATTACH ANY CONDITIONS PROPOSED FOR A CONTRACT ZONE REQUEST.

RETURN FORM & DUPLICATE TO PLANNING DIVISION, CITY HALL, BANGOR, ME.

<u>Application fee</u>	<u>Processing</u>	<u>Advertising</u>	<u>Total</u>
Zone Change (1/2 acre or less)	\$575.00	\$410.00*	\$ 985.00
Zone Change (in excess of 1/2 acre)	\$920.00	\$410.00*	\$1,330.00
Contract Zone Change - 5 conditions or less	\$1,377.00	\$509.00*	\$1,886.00
More than 5 conditions or 50 words	\$1,900.00	\$509.00**	\$To be determined

*Two Ads Required ** Advertising costs above this amount to be paid for by applicant.
PLEASE READ PROCESSING PROCEDURE ON REVERSE SIDE

MEMORANDUM

DATE: January 22, 2014
TO: The Honorable City Council
FROM: David G. Gould, Planning Officer
SUBJECT: Amending Zoning Ordinance
1732 Ohio Street – Contract Government and Institutional
Service District (G&ISD) to Rural Residence and
Agricultural District - Council Ordinance 14-060

Please be advised that the Planning Board at its meeting on January 21, 2014, held a Public Hearing on the above zone change request.

Chairman Andrew Sturgeon noted that Alternate Member Dora McCarthy could vote on this item given the absence of Member Boothby.

Mr. Mark Butterfield indicated that he was seeking to change the zoning of his property to allow him to build a single-family home.

There were no other proponents or opponents to the rezoning request.

Planning Officer Gould explained that in 2004 the Pilgrim Orthodox Presbyterian Church had obtained a contract zone change to relocate their facility to this Ohio Street address. Subsequent to that, the church was able to meet their space needs at their existing property on Mount Hope Avenue. Given the church no longer had an institutional use for the property, the applicant requested to return it to Rural Residence and Agricultural.

Based on its consistency with the Comprehensive Plan and the other properties on Ohio Street, Member Williams made a motion to recommend the proposed zone change to the City Council. Member Kenney seconded the motion. The Board voted unanimously in favor of the motion to recommend that the City Council approve the rezoning from Contract G&ISD to RR&A as contained in C.O. # 14-060.

COUNCIL ACTION

Item No. 14-061

Date: January 13, 2013

Item/Subject: **ORDINANCE**, Amending Chapter 291, Vehicles and Traffic, of the Code of the City of Bangor, By Allowing Parking for Small Commercial Vehicles

Responsible Department: Police

Commentary:

If approved, this ordinance amendment would prohibit vehicles larger than one ton in capacity from parking on residential streets for more than four hours. One ton and smaller vehicles would not be subject to this four hour limit. Moving vehicles and gas, oil, and public utility vehicles would also be exempt from the limit.

The ordinance amendment would restrict larger vehicles, such as tractor-trailer trucks, from creating undue noise and other problems in residential neighborhoods, while allowing small contractors and similar truck owners to park overnight near their homes. This item was reviewed and recommended for approval at the January 6, 2014 Government Operations Committee.

Department Head

Manager's Comments:

Carl M. Lundy
City Manager

Associated Information:

Budget Approval:

Finance Director

Legal Approval:

City Solicitor

Introduced for

- Passage
- First Reading
- Referral

Assigned to Councilor Gallant



CITY OF BANGOR

ORDINANCE, Amending Chapter 291, Vehicles and Traffic, of the Code of the City of Bangor, By Allowing Parking for Small Commercial Vehicles

WHEREAS, large vehicles parked for long periods of times in residential neighborhoods can create public health, safety and welfare problems, including those associated with vehicle noise, exhaust, and sight lines for traffic, and otherwise disturb the quiet enjoyment of residential neighborhoods;

WHEREAS, many small business owners and operators use 1 ton pickup and smaller trucks in the course of business;

WHEREAS, many of these small business owners and operators use these same trucks to commute to and from work;

WHEREAS, a person or household engaged in moving into or out of a building may require more than four hours for the move to be completed; and

WHEREAS, to allow for the preservation of the public health, safety, and welfare, certain vehicles used in servicing heat or public utilities may need to be parked overnight near the homes of those using the vehicles;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BANGOR AS FOLLOWS, THAT

Chapter 291 of the Code of the City of Bangor be amended as follows:

§ 291-39. Parking prohibited except for limited times.

It shall be unlawful and in violation of this article for any person:

...

E. To stop, stand or park a commercial vehicle greater than one ton in capacity for more than four hours on those streets or portions of streets located in residential districts. This paragraph shall not apply to the following:

- (1) Commercial vehicles used for moving a person or household in or out of a residential building.**
- (2) Commercial vehicles owned or operated by public utilities, gas or oil heat suppliers or gas or oil heat systems maintenance companies, or the agents or employees thereof.**

EF. Handicapped parking. . . .

Additions are underlined, deletions ~~struck through~~.



**NEW
BUSINESS**

COUNCIL ACTION

Item No. 14-067

Date: January 27, 2014

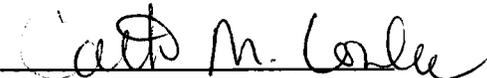
Item/Subject: ORDER, Approving a Community Development Business Development Loan to Maine Paper and Janitorial Supply, Inc.

Responsible Department: Community and Economic Development

Commentary: This Order will authorize the approval of a Business Development Loan with Maine Paper and Janitorial Supply, Inc. Maine Paper and Janitorial Supply, Inc. is a wholesale distributor of paper and janitorial supplies. Maine Paper intends to expand their existing business with a lease/option on a property at 120 Rice Street. They have asked the City for a loan from the City's Community Development Business Development Loan Program in the amount of \$100,000. This loan will assist with the financing of the expansion including purchasing new equipment and making building improvements. The proposed loan will be forgivable provided that Maine Paper and Janitorial Supply Inc. will create 10 full time positions by the end of the three year term of the loan. This item was reviewed by the Business & Economic Development Committee in Executive Session on January 21, 2014.

Tanya L. Emery
Department Head

Manager's Comments:


City Manager

Associated Information:

Budget Approval:


Finance Director

Legal Approval:


City Solicitor

Introduced for

- Passage
- First Reading
- Referral

Page __ of __

Assigned to Councilor Plourde



CITY OF BANGOR

(TITLE.) ORDER, Approving a Community Development Business Development Loan to Maine Paper and Janitorial Supply, Inc.

WHEREAS, Maine Paper and Janitorial Supply, Inc. desires to expand into Bangor, thereby providing new employment opportunities; and

WHEREAS, the new employment to be created by Maine Paper and Janitorial Supply, Inc. makes it eligible for assistance under the City's Community Development Business Development Loan Program; and

WHEREAS, the number of new jobs and investment created by Maine Paper and Janitorial Supply, Inc. will provide a substantial public benefit:

BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF BANGOR THAT

the City Manager is authorized to execute any and all documents necessary to make available to Maine Paper and Janitorial Supply, Inc. a Community Development Business Development Loan in an amount not to exceed \$100,000. Said loan shall be forgivable under certain terms and conditions, including the creation of at least ten (10) new employment opportunities. Said loan shall be in a final form as approved by the City Solicitor or Assistant City Solicitor.

COUNCIL ACTION

Item No. 14-068

Date: January 27, 2014

Item/Subject: **ORDER**, Authorizing Execution of a Lease with the Maine Basketball Hall of Fame - Cross Insurance Center.

Responsible Department: Legal

Commentary:

This Order will authorize the City Manager to execute a lease with the Maine Basketball Hall of Fame for use of space in the Cross Insurance Center. In 2010 and subsequent meetings, the Bangor City Council directed architects to design the Cross Insurance Center to incorporate the Basketball Hall of Fame. The Maine Basketball Hall of Fame, a non-profit entity, has been formed for the purpose of owning and operating an educational museum to honor those who have made extraordinary contributions to the sport of basketball in Maine; and to educate the public about the importance of the history of Maine basketball. The lease will be for a term of five years, the rent \$1 per year and the use shall consist of wall mounted materials display cases, written materials and banners.

Department Head

Manager's Comments:

Carl M. Landon
City Manager

Associated Information:

Budget Approval:

Debbie
Finance Director

Legal Approval:

[Signature]
City Solicitor

Introduced for

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

Page **of**

JANUARY 27, 2014

Assigned to Councilor Nealley



CITY OF BANGOR

(TITLE.) ORDER, Authorizing Execution of a Lease with the Maine Basketball Hall of Fame – Cross Insurance Center

WHEREAS, the City of Bangor is the owner of the Cross Insurance Center; and

WHEREAS, the Maine Basketball Hall of Fame is a non-profit entity formed for the purpose of owning and operating an educational museum to honor those who have made extraordinary contributions to the sport of basketball in Maine and to educate the public about the importance of the history of Maine basketball; and

WHEREAS, the Maine Basketball Hall of Fame has requested to occupy certain space within the Cross Insurance Center; and

WHEREAS, by Council Order 13-179, dated May 29, 2013, the City Council authorized discussions with the Maine Basketball Hall of Fame for use of space within the Cross Insurance Center.

By the City Council of the City of Bangor:

ORDERED,

THAT Catherine M. Conlow, City Manager, is hereby authorized on behalf of the City of Bangor to execute a Lease with the Maine Basketball Hall of Fame for use of space in the Cross Insurance Center. The terms and conditions of the lease will include a term of five years; rent \$1 per year; and the use of space for wall mounted materials display cases, written materials and banners. Said Lease shall be in final form as approved by the City Solicitor or Assistant City Solicitor.