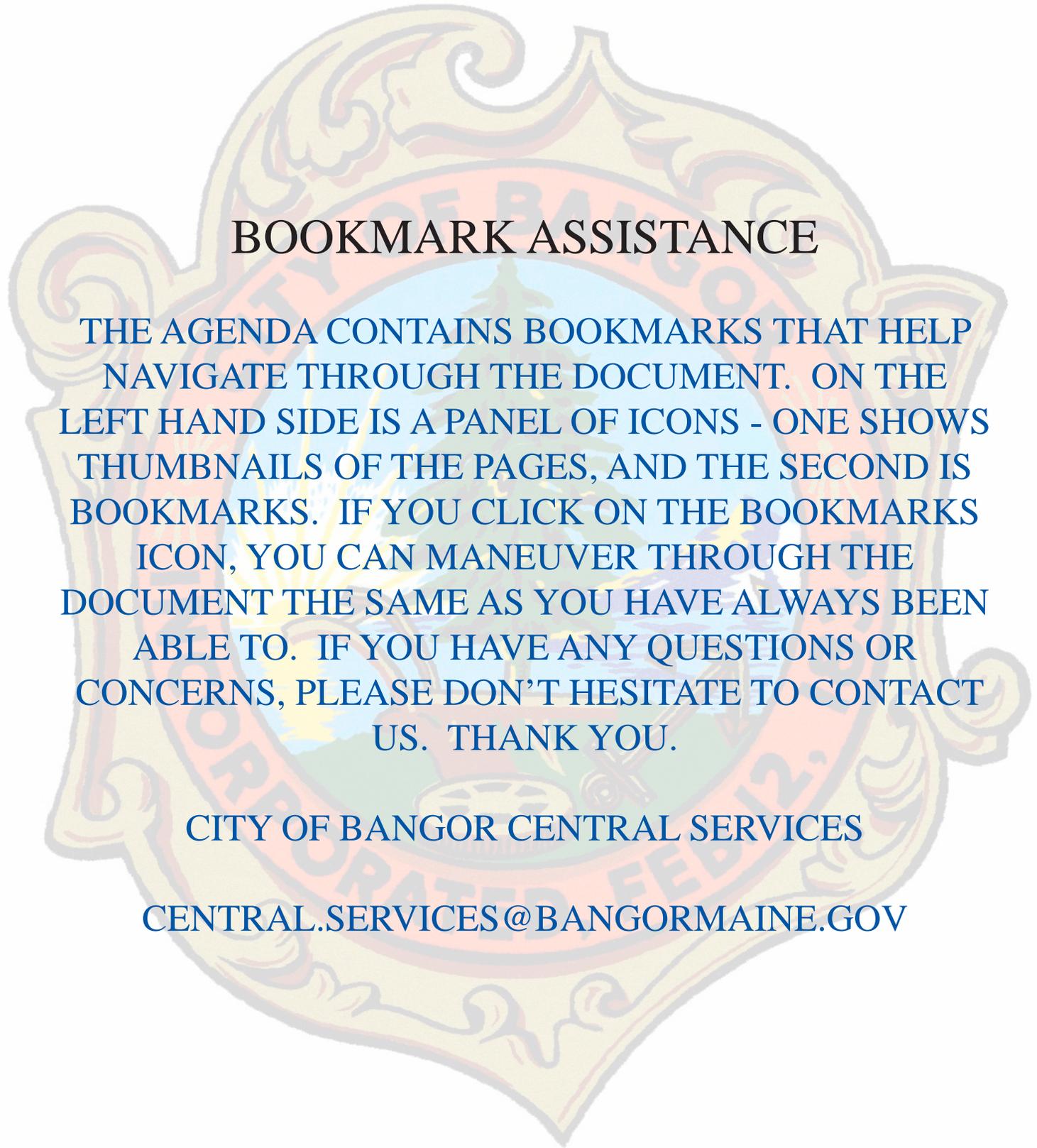


MEDIA
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CITY COUNCIL AGENDA

APRIL 13, 2015



BOOKMARK ASSISTANCE

THE AGENDA CONTAINS BOOKMARKS THAT HELP NAVIGATE THROUGH THE DOCUMENT. ON THE LEFT HAND SIDE IS A PANEL OF ICONS - ONE SHOWS THUMBNAILS OF THE PAGES, AND THE SECOND IS BOOKMARKS. IF YOU CLICK ON THE BOOKMARKS ICON, YOU CAN MANEUVER THROUGH THE DOCUMENT THE SAME AS YOU HAVE ALWAYS BEEN ABLE TO. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE DON'T HESITATE TO CONTACT US. THANK YOU.

CITY OF BANGOR CENTRAL SERVICES

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REGULAR MEETING BANGOR CITY COUNCIL –APRIL 13, 2015

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 March 23, 2015, School Committee Meetings of July 21, 2014, July 30, 2014, August 20, 2014, September 10, 2014, September 17, 2014 and September 23, 2014, Airport Committee Meeting of March 10, 2015, Infrastructure Committee Meeting of March 24, 2015

LIQUOR LICENSES: Application for Liquor License Renewal, Malt Spirituous, Vinous of Husson University d/b/a Husson University, 1 College Circle PLOURDE

Application for Liquor License Renewal, Malt, Spirituous, Vinous of Bangor Ground Round LLC d/b/a Ground Round, 248 Odlin Road PLOURDE

Application for Liquor License Renewal, Malt, Spirituous, Vinous of Waterfront Concerts LLC d/b/a Waterfront Concerts, 1 Railroad Street PLOURDE

Application for Liquor License Renewal, Malt, Spirituous, Vinous of Timka Inc. d/b/a Geaghans Pub & Craft Company, 570 Main Street PLOURDE

15-121 ORDER Authorizing City Staff to Take Possession of Property Located at 100v Briarwood Drive (Map R45 Lot 66) SPRAGUE

Executive Summary: This Order will authorize the City Manager to take possession of property located at 100v Briarwood Drive. Real estate tax liens for 2011, 2012, and 2013 have matured on a vacant lot located at 100v Briarwood Drive. Staff recommends approval.

15-122 ORDER Authorizing Execution of Municipal Quitclaim Deed – Real Estate Located at 100v Briarwood Drive (Map R45 Lot 66) BLANCHETTE

REGULAR MEETING BANGOR CITY COUNCIL –APRIL 13, 2015

**CONSENT AGENDA
ITEM NO.**

**ASSIGNED TO
COUNCILOR**

Executive Summary: This Order, if approved, will authorize the sale of 100v Briarwood Drive (Map R45, Lot 66) to Wayne Jackson for \$2,200 upon the condition that Wayne Jackson acquires the abutting lot (Map R45, Lot 47) on or before May 29, 2015. Real estate tax liens matured on the property of Woods of Maine, Inc. located at 100v Briarwood Drive and Order 15-121 authorized the City Manager to take possession the property by virtue of matured real estate tax liens. The lot is not a buildable lot because of its size and has an assessed value of \$2,200. Wayne Jackson has offered to purchase the abutting property conditioned upon acquiring 100v Briarwood Drive. This item was discussed in Executive Session at the Finance Committee Meeting of April 6, 2015.

15-123 ORDER Authorizing Execution of Municipal Quitclaim Deed – **BALDACCI
Real Estate Located at 115-117 Grove Street (Map 48
Lot 67)**

Executive Summary: This order will authorize a municipal quitclaim deed on property owned by Candace Doucette located at 115-117 Grove Street. In 2011 a sewer lien was filed against the property however, at some point the outstanding charges were paid but discharges of the liens were not recorded after the liens had matured. Therefore a municipal quitclaim deed is required to clear title to the property. There are no outstanding real estate taxes or code issues. Staff recommends approval.

15-124 ORDER Authorizing Execution of Agreement for Maine **PLOURDE
Department of Transportation Local Project – WIN
018639.00, Resurfacing a Portion of Broadway**

Executive Summary: This order would authorize the City Manager to execute a Local Project Agreement with the Maine Department of Transportation for design and construction work for a mill and fill treatment on a portion of 0.65 mile of Broadway (Route 15) starting at Husson Avenue and ending at Center Street.

The Maine Department of Transportation has approved federal and state funds in an amount not to exceed \$872,612.00 which includes a Federal share of \$698,089.60 or 80% of construction costs, State share of \$87,261.20 or 10% of construction costs, and a City share of funding of \$87,261.20 or 10% of construction costs. As part of that project, the City would need to enter into a local project agreement with the Maine Department of Transportation which has been reviewed and recommended for approval by the Infrastructure Committee at its March 24, 2015 meeting.

15-125 ORDER Authorizing Execution of Agreement for Maine **FAIRCLOTH
Department of Transportation Local Project – WIN
018640.00, Resurfacing a Portion of Union Street**

Executive Summary: This order would authorize the City Manager to execute a Local Project Agreement with the Maine Department of Transportation for design and construction work for a mill and fill treatment on a portion of Union Street (Route 222) starting at Griffin Road and ending at Vermont Avenue.

REGULAR MEETING BANGOR CITY COUNCIL –APRIL 13, 2015

**CONSENT AGENDA
ITEM NO.**

**ASSIGNED TO
COUNCILOR**

The Maine Department of Transportation has approved federal and state funds in an amount not to exceed \$830,503.00 which includes a Federal share of \$664,402.40 or 80% of construction costs, State share of \$83,050.30 or 10% of construction costs, and a City share of funding of \$83,050.30 or 10% of construction costs. As part of that project, the City would need to enter into a local project agreement with the Maine Department of Transportation which has been reviewed and recommended for approval by the Infrastructure Committee at its March 24, 2015 meeting.

**15-126 ORDER Authorizing Execution of Agreement for Maine GRAHAM
Department of Transportation Local Project – WIN
018642.00, Resurfacing a Portion of Union Street**

Executive Summary: This order would authorize the City Manager to execute a Local Project Agreement with the Maine Department of Transportation for design and construction work for a mill and fill treatment on a portion of Union Street (Route 222) starting at Vermont Avenue and extending easterly 0.43 of one mile.

The Maine Department of Transportation has approved federal and state funds in an amount not to exceed \$467,964.00 which includes a Federal share of \$374,371.20 or 80% of construction costs, State share of \$46,796.40 or 10% of construction costs, and a City share of funding of \$46,796.40 or 10% of construction costs. As part of that project, the City would need to enter into a local project agreement with the Maine Department of Transportation which has been reviewed and recommended for approval by the Infrastructure Committee at its March 24, 2015 meeting.

**15-127 ORDER Authorizing Execution of Agreement for Maine SPRAGUE
Department of Transportation Local Project – WIN
018645.00, Independence Street and Water Street
Traffic Signal Improvements**

Executive Summary: This order would authorize the City Manager to execute a Local Project Agreement with the Maine Department of Transportation for preliminary engineering and construction work for traffic signal improvements at the intersection of Independence Street and Water Street.

The Maine Department of Transportation has approved federal and state funds in an amount not to exceed \$262,543.00 which includes a Federal share of \$210,034.40 or 80% of construction costs, State share of \$26,254.30 or 10% of construction costs, and a City share of funding of \$26,254.30 or 10% of construction costs. As part of that project, the City would need to enter into a local project agreement with the Maine Department of Transportation which has been reviewed and recommended for approval by the Infrastructure Committee at its March 24, 2015 meeting.

**15-128 ORDER Authorizing Execution of Agreement for Maine PLOURDE
Department of Transportation Local Project – WIN
20232.42, Broadway Mill and Fill Project**

REGULAR MEETING BANGOR CITY COUNCIL –APRIL 13, 2015

**CONSENT AGENDA
ITEM NO.**

**ASSIGNED TO
COUNCILOR**

Executive Summary: This order would authorize the City Manager to execute a Local Project Agreement in the amount of \$450,000.00 with the Maine Department of Transportation for design, construction work for a project on Broadway (Route 15B) beginning at the intersection of Broadway and Stillwater Avenue and extending northerly approximately 0.43 miles to Center Street. The work to consist of a two inch mill and fill including necessary ADA and drainage improvements. If approved the agreement stipulates a State share of \$225,000.00 or 50% of the total project costs and a City share of \$225,000.00 or 50% of the total project cost. This item was reviewed and recommended for approval by the Infrastructure Committee at its March 24, 2015 meeting.

**15-129 ORDER Authorizing Execution of a Modification Agreement BLANCHETTE
for Maine Department of Transportation Local
Project – WIN 020401.00, Resurfacing of a Portion of
Broadway**

Executive Summary: This order would authorize the City Manager to execute a Local Project Modification Agreement in the amount of \$1,038,500.00 with the Maine Department of Transportation for design, construction work for a project to resurface a portion of Broadway from 0.04 mile south of the entrance road to People’s United Bank (near Husson Avenue) continuing northerly for 2.60 miles.

If approved the modification agreement would include a reduced Federal share of 17,600.00 or 80% of Preliminary Engineering and a revised State share of 1,020,900.00 or 20% of Preliminary Engineering and 100% of Construction project costs and a City share being 0%. This item was reviewed and recommended for approval by the Infrastructure Committee at its March 24, 2015 meeting.

**15-130 ORDER Authorizing the City Manager to Accept a \$20,000 CIVIELLO
Donation from the Stephen & Tabitha King
Foundation for the Purchase of Fire Gear Washer
and Dryer**

Executive Summary: The attached order would authorize the City Manager to accept a \$20,000 Donation from the Stephen & Tabitha King Foundation for the purchase of a Fire Gear Washer/Extractor and Dryer. During the course of their job, firefighters come in contact with many materials that are known carcinogens, toxins from smoke and fire along with communicable diseases found in blood or other body fluids. These hazards can then be carried away to potentially cause harm by ingestion, inhalation or absorption from touch by anyone who may come in contact with our gear. The purchase of the washer and dryer will increase the safety of our firefighters and citizens we protect. It will allow us to properly clean our gear and with regular cleaning, and care, this will allow our gear to last longer and limit the cost of replacing gear due to premature wear. This grant application in the amount was approved at a Government Operations Committee on December 22, 2014. Although the original grant application was for over \$23,000, the Fire Department is confident that the equipment can be acquired for \$20,000 with no additional funds from the City.

REGULAR MEETING BANGOR CITY COUNCIL –APRIL 13, 2015

**CONSENT AGENDA
ITEM NO.**

**ASSIGNED TO
COUNCILOR**

15-131 ORDER Amending \$25,000 Forgivable Loan Award from **BALDACCI
Broadway Housing, Inc. to Penquis**

Executive Summary: On February 9, 2015 Council Order 15-083 authorized the City Manager to execute a forgivable loan with Broadway Housing, Inc. for its renovation of Ernst Manor. This Order would authorize the City Manager to execute the loan with Penquis, instead of its subsidiary entity, Broadway Housing, Inc., for project development purposes. No other terms and conditions will be amended. The loan agreement remains contingent upon Penquis securing the additional funding needed for the project. Forgiveness of the loan remains based upon meeting a CDBG national objective by providing housing for the identified population. The Business & Economic Development Committee reviewed and recommended this item for approval at its April 7, 2015 meeting.

15-132 ORDER Authorizing Staff Action to Apply for Grants to **PLOURDE
Augment the Annual Operating Budget of the
Commission on Cultural Development**

Executive Summary: The City of Bangor’s Commission on Cultural Development (CCD) seeks to pursue grant funding to enhance its annual operating budget. The two grants, one from the Tabitha and Stephen King Foundation and another from Bangor Savings Bank, have deadlines of June 30 and July 1, respectively. Members of the CCD will craft the applications in tandem with City Staff and community stakeholders. If approved, these grants will help fund two initiatives that are part of the City Council-approved mission and strategic plan of the Commission: development of “arts and culture month” throughout Bangor; and updates to the Bangor Arts website and brand promotion.

This matter was reviewed and approved by the Business and Economic Development Committee on April 7, 2015.

15-133 ORDER Authorizing the City Manager to Execute a Lease **GRAHAM
with the Bangor Farmers’ Market Association –
Upper Abbott Square**

Executive Summary: The Bangor Farmers’ Market Association wishes to continue the farmers’ market in the Upper Abbott Square parking lot on Harlow Street. The Association wishes to enter into a three-year agreement with the City for use of a portion of Upper Abbott Square parking lot on Sundays from 9 a.m. to 4 p.m.; May 1, 2015 through November 30, 2015, May 1, 2016 through November 30, 2016 and May 1, 2017 through November 30, 2017.

The lease and terms thereof were reviewed and approved by the Business and Economic Development Committee on April 7, 2015. This Order would authorize the City Manager to execute the Indenture of Lease with the Bangor Farmers’ Market Association for a fee of \$300 per year.

REGULAR MEETING BANGOR CITY COUNCIL –APRIL 13, 2015

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

**ASSIGNED TO
COUNCILOR**

15-139 ORDINANCE Amending Land Development Code – Zone Change – **FAIRCLOTH
300 Forest Avenue (Tax Map 046-129) from an
Urban Residence One District to a Government and
Institutional Service District (First Reading and
Referral to Planning Board Meeting of April 21,
2015)**

Executive Summary: This ordinance will amend the Land Development Code to change the zone on property owned by Duprey Enterprises, Inc. The applicant is requesting a zone change for a parcel of land (.57 acres) located at 300 Forest Avenue (Tax Map 046-129) from an Urban Residence One District to a Government and Institutional Service District. The church which has been at this location for over 100 years is in a Single Family Residential District (URD-1 has ceased to attract new membership to continue its operation.) The contract owner seeks to operate the facility as a for-profit day care facility and would be a permitted use in the Government and Institutional Service District.

15-140 RESOLVE Appropriating \$30,000 from the Fire Equipment **SPRAGUE
Reserve for Repairs to Fire Engine 1 (First Reading)**

Executive Summary: This resolve would appropriate \$30,000 from the Fire Equipment Reserve to fund repairs to Fire Engine 1. Fire Engine 1 is a 2005 pumper truck which has reached service half-life and has door corrosion issues, a broken driveline transfer case (this shifts the engine power from the wheels to the pump), and is the only engine without air conditioning. If approved this resolve would appropriate the necessary funding to replace the truck doors, repair the driveline transfer case and install air conditioning. This item was reviewed and recommended for approval by the Finance Committee on 4/6/2015.

**UNFINISHED BUSINESS
ITEM NO.**

**ASSIGNED TO
COUNCILOR**

15-116 RESOLVE Accepting and Appropriating a \$136,000 Grant from **CIVIELLO
the Maine Department of Health & Human Services
to support an In Home Asthma Education Program**

Executive Summary: This resolve will accept and appropriate \$136,000 from the Department of Health and Human Services, Center for Disease Control and Prevention (CDC) for 17 months to provide an In Home Asthma Education Program.

The program will provide direct services to patients with poorly controlled asthma in the home environment with a focus on education about asthma management. This will include identifying triggers in the home environment and providing suggestions to mitigate exposure. The program is expected to decrease direct health care costs associated with asthma by preventing hospitalizations and emergency/urgent care visits; and to reduce indirect costs by reducing the number of lost work days for adults and lost education days for children.

REGULAR MEETING BANGOR CITY COUNCIL –APRIL 13, 2015

**UNFINISHED BUSINESS
ITEM NO.**

**ASSIGNED TO
COUNCILOR**

The program will serve persons of all ages in the communities of Bangor, Bradley, Brewer, Carmel, Clifton, Dedham, Eddington, Frankfort, Glenburn, Hampden, Hermon, Holden, Indian Island, Kenduskeag, Levant, Milford, Newburg, Old Town, Orono, Orrington, Veazie, and Winterport.

The term of the contract is April 14, 2015 to August 31, 2016. This represents the first period of a five-year grant that is expected to continue until August 31, 2020. This was reviewed and recommended for approval at the March 16, 2015 Government Operations Committee meeting.

15-117 RESOLVE **Accepting and Appropriating Grant Funds from the U.S. Department of Housing and Urban Development - Shelter Plus Care Renewal (First Reading) **PLOURDE****

Executive Summary: This resolve will accept and appropriate \$326,699 in Shelter Plus Care Funds from the U.S. Department of Housing and Urban Development to support housing for 40 qualified homeless individuals with a primary diagnosis of mental illness, chronic substance abuse or HIV related illness who are receiving support services. The City applies annually for renewal funding to continue several homeless programs under the U.S. Department of Housing and Urban Development’s Homeless Continuum of Care. The City’s Shelter Plus Care program won initial funding from the federal government in 1993. The period of the Grant is April 1, 2015 to March 31, 2016. This was reviewed and recommended for approval at the March 16, 2015 Government Operations Committee meeting.

**NEW BUSINESS
ITEM NO.**

**ASSIGNED TO
COUNCILOR**

LIQUOR LICENSE (CLASS XI) Application for Liquor License Renewal, Malt, Spirituous, Vinous of DMF International Inc. d/b/a DMF International Inc., 299 Godfrey Boulevard PLOURDE

PUBLIC HEARING Application for Special Amusement License of Waterfront Concerts LLC d/b/a Waterfront Concerts, 1 Railroad Street PLOURDE

PUBLIC HEARING Application for Special Amusement License of Timka Inc. d/b/a Geaghans Pub & Craft Brewery, 570 Main Street PLOURDE



**CONSENT
AGENDA**

MINUTES OF REGULAR MEETING BANGOR CITY COUNCIL –MARCH 23, 2015

*Meeting Called to Order at 7:30 PM
 Meeting Chaired by Council Chair Durgin
 Councilors Absent: None
 Meeting Adjourned at 9:45 PM*

RECOGNITION: *Recognized the Staff and Parent Teacher Organization from Downeast School for their Work and Efforts Supporting the Pancake Dinner on March 5, 2015 and for their Ongoing Efforts to Enhance the Educational Opportunities for the Students of the Downeast School*

PROCLAMATION: *Proclaimed April 7, 2015 National Recognition Day*

PUBLIC COMMENT *None*

CONSIST AGENDA ITEM NO.	ASSIGNED TO COUNCILOR
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MINUTES OF:	<i>Bangor City Council Regular Meeting of March 9, 2015, School Committee Meetings of February 25, 2015, April 2, 2014, April 9, 2014, April 30, 2014, May 8, 2014, May 14, 2014, May 29, 2014, June 11, 2014 and June 25, 2014, Business & Economic Development Committee Meetings of February 3, 2015 and February 17, 2015, Infrastructure Committee Meetings of December 9, 2014, December 23, 2014, February 10, 2015 and March 10, 2015</i>	
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Action: Accepted and Approved

LIQUOR LICENSES:	<i>Application for Liquor License Renewal, Malt, Spirituous, Vinous of Everspring Co. Inc. d/b/a Oriental Jade Restaurant, 555 Stillwater Avenue</i>	FAIRCLOTH
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Action: Approved

LIQUOR LICENSES:	<i>Application for Liquor License Renewal, Malt, Vinous of Seven Below LLC d/b/a Moe's Original BBQ, 650 Broadway</i>	FAIRCLOTH
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Action: Approved

LIQUOR LICENSES:	<i>Application for Liquor License Renewal, Malt, Vinous of Magic Wok Inc. d/b/a New Panda Garden, 123 Franklin Street</i>	FAIRCLOTH
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Action: Approved

15-106	ORDER	<i>Authorizing Execution of Municipal Quitclaim Deed – Real Estate Located at 39 Blackstone Street (Map 39 Lot 126)</i>	SPRAGUE
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Action: Passed

15-107	ORDER	<i>Authorizing Execution of Municipal Quitclaim Deed – Real Estate Located at 189 Third Street (Map 24 Lot 107)</i>	BLANCHETTE
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Action: Passed

MINUTES OF REGULAR MEETING BANGOR CITY COUNCIL –MARCH 23, 2015

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

15-108 **ORDER** *Authorizing Execution of Municipal Quitclaim Deed – Real Estate Located at 80 Fern Street (Map 54 Lot 127)* **NEALLEY**

Action: Passed

15-109 **ORDER** *Authorizing Execution of Municipal Quitclaim Deed – Real Estate Located at 750 Stillwater Avenue (Map R61 Lot 4)* **CIVIELLO**

Action: Passed

15-110 **ORDER** *Approving An Amendment to a Lease Agreement with JSI Store Fixtures, Inc. (Tax Map R09-007-D)* **BALDACCI**

Action: Passed

15-111 **ORDER** *Authorizing Execution of Agreement for Maine Department of Transportation Local Project –Construction Overlimit Permit – NHPP-2040(300) Pavement Milling & Hot Mix Asphalt Overlay, Outer Hammond Street/Odlin Road – US Route 2* **PLOURDE**

Action: Passed

15-112 **ORDER** *Authorizing the City Manager to Apply for and Accept a \$1,000 Grant from the United Way for Emergency Heating Assistance* **CIVIELLO**

Action: Passed

15-113 **ORDER** *Authorizing the Donation of a Used Surplus Police Cruiser to Beal College for Use in Their Law Enforcement Program* **SPRAGUE**

Action: Passed

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

15-114 **ORDINANCE** *Amending Chapter 148, Historic Preservation, of the Code of the City of Bangor, By Changing Timing and Minor Revision Requirements* **FAIRCLOTH**

Action: First Reading and Referral to Historic Preservation Commission Meeting of April 9, 2015 and Business and Economic Development Committee Meeting of April 21, 2015

15-115 **ORDINANCE** *Amending Chapter 71, Bangor Center Revitalization Area, of the Code of the City of Bangor, By Adding a Minor Revision Process* **NEALLEY**

Action: First Reading and Referral to Historic Preservation Commission Meeting of April 9, 2015 and Business and Economic Development Committee Meeting of April 21, 2015

MINUTES OF REGULAR MEETING BANGOR CITY COUNCIL –MARCH 23, 2015

REFERRALS TO COMMITTEES AND FIRST READING **ASSIGNED TO COUNCILOR**

15-116 **RESOLVE** *Accepting and Appropriating a \$136,000 Grant from the Maine Department of Health & Human Services to support an In Home Asthma Education Program* **CIVIELLO**

Action: First Reading

15-117 **RESOLVE** *Accepting and Appropriating Grant Funds from the U.S. Department of Housing and Urban Development – Shelter Plus Care Renewal* **PLOURDE**

Action: First Reading

UNFINISHED BUSINESS **ASSIGNED TO COUNCILOR**

15-103 **ORDINANCE** *Amending Chapter 23, Board, Committees and Commissions, of the Code of the City of Bangor, By Converting Commission on Cultural Development Associate Member Positions into Regular Member Positions* **PLOURDE**

*Action: Motion made and seconded for Passage
Vote: 8-1
Councilors Voting Yes: Baldacci, Blanchette, Civiello, Faircloth, Nealley, Plourde, Sprague, Durgin
Councilors Voting No: Graham
Passed*

PUBLIC HEARING:

15-104 **ORDER** *Authorizing Issuance of \$1,600,000 of the City's General Obligation Bonds and a Tax Levy for the Domestic Terminal Renovation project at Bangor International Airport (BGR)* **BLANCHETTE**

*Action: Motion made and seconded to Open Public Hearing
Public Hearing Opened
Motion made and seconded to Close Public Hearing
Public Hearing Closed
Motion made and seconded for Passage
Passed*

15-105 **RESOLVE** *Appropriating Proceeds of the Sale of Court Street Property in the Amount of \$210,000 for the Purpose of Funding a Document Management Project* **SPRAGUE**

*Action: Motion made and seconded for Passage
Passed*

MINUTES OF REGULAR MEETING BANGOR CITY COUNCIL –MARCH 23, 2015

NEW BUSINESS ITEM NO.	ASSIGNED TO
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LIQUOR LICENSE (CLASS XI)	<i>Application for Liquor License Renewal, Malt, Spirituous, Vinous of Quality Beverages Inc. d/b/a Nocturnem Draft Haus, 56 Main Street</i>	FAIRCLOTH
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*Action: Motion made and seconded for Approval
Passed*

LIQUOR LICENSE (CLASS XI)	<i>Application for Liquor License Renewal, Malt, Spirituous, Vinous of Sea Dog Ventures Inc. d/b/a Sea Dog Brewing Company, 26 Front Street</i>	FAIRCLOTH
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*Action: Motion made and seconded for Approval
Passed*

PUBLIC HEARING	<i>Application for Special Amusement License Renewal of Quality Beverages Inc. d/b/a Nocturnem Draft Haus, 56 Main Street</i>	FAIRCLOTH
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*Action: Motion made and seconded to Open Public Hearing
Public Hearing Opened
Motion made and seconded to Close Public Hearing
Public Hearing Closed
Motion made and seconded for Approval
Passed*

PUBLIC HEARING	<i>Application for Special Amusement License Renewal of Sea Dog Ventures Inc. d/b/a Sea Dog Brewing Company, 26 Front Street</i>	FAIRCLOTH
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*Action: Motion made and seconded to Open Public Hearing
Public Hearing Opened
Motion made and seconded to Close Public Hearing
Public Hearing Closed
Motion made and seconded for Approval
Passed*

ITEM NO.	ORDER	ASSIGNED TO
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<u>15-118</u>	<u>ORDER</u>	<i>Authorizing the airport to submit an amendment to the Federal Aviation Administration (FAA) for the collection of \$480,072 of additional fees through Passenger Facility Charge (PFC) #3 for the domestic terminal renovation project at Bangor International Airport</i>	GRAHAM
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*Action: Motion made and seconded for Passage
Passed*

<u>15-119</u>	<u>ORDER</u>	<i>Awarding a \$50,000 Forgivable Loan to Community Housing of Maine</i>	RAIDACCI
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*Action: Motion made and seconded for Passage
Passed*

MINUTES OF REGULAR MEETING BANGOR CITY COUNCIL –MARCH 23, 2015

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

15-120 **RESOLVE** ***Supporting the Concept of a National Park and National*** ***FAIRCLOTH***
Recreation Area As One Component of a Diversified Economy
in the Katahdin Region

Four people from the Houlton, East Millinocket, and Millinocket areas spoke in favor of the resolve.

Four people from the Millinocket area spoke against the resolve.

Paul LeClair of Bangor was opposed to the resolve. Mark Tripp of Bangor was in favor of the resolve.

Action: *Motion made and seconded for Passage*
Motion made and seconded to Amend Resolve
15-120 by Substitution
Motion Passed
Motion made and seconded for Passage as Amended
Vote: 7 – 2
Councilors Voting Yes: Balducci, Blanchette, Faircloth,
Graham, Plourde, Sprague, Durgin
Councilors Voting No: Civiello, Nealley
Passed as Amended

Attest: _____
Lisa J. Goudwin, MMC, City Clerk

MINUTES

BANGOR SCHOOL COMMITTEE
SPECIAL MEETING
9:00 a.m., Monday, July 21, 2014

School Committee Members present: Chairman Warren Caruso, Vice Chair Jay Ye, Phyllis Guerette, Susan Hawes, and Sarah Smiley. Members Marc Eastman and Christine Szal were unable to attend.

A. 1.&2. The meeting was called to order by Chairman Caruso at 9:06 a.m. and the Pledge of Allegiance followed.

D. 1. a. Superintendent Webb reported the following retirement:

Richard Maidlow Mathematics James F. Doughty School

b. Superintendent Webb reported the following resignation:

Judith Dede Grade 3 Downeast School

c. Superintendent Webb reported the following reassignments:

Melissa Stormann from Speech Language Therapist .6 at Fourteenth Street School & .4 at Mary Snow School to Speech Language Therapist .6 at Downeast School & .4 at Fruit Street School

Leslie Stewart from Speech Language Therapist .6 at Downeast School & .4 at Vine Street School to Speech Language Therapist .4 at Mary Snow School, .4 at Vine Street School & .2 at Fourteenth Street School

Ilyse Angst from Grade 5 Teacher at Fairmount School to Grade 7&8 Math Teacher at James F. Doughty School

E. 1. a. 1. a. Superintendent Webb recommended the following Administrator nomination for the 2014-2015 school year:

Brian Doyle, Assistant Principal at Bangor High School, with a one-year Probationary Contract for 2014-2015.

Committee Members reviewed the file prior to the meeting.

VOTED 5-0 to approve the nomination as presented.

b. Superintendent Webb recommended the following Teacher nominations for the 2014-2015 school year:

Traci Low, PreK Teacher at Abraham Lincoln School, with a one-year Probationary Contract for 2014-2015.

Kellin E. Malachi, Library Media Specialist at William S. Cohen School, with a one-year Probationary Contract for 2014-2015.

Committee members reviewed the files prior to the meeting.

VOTED 5-0 to approve the nominations as presented.

2. Superintendent Webb recommended Committee approval of the following Extra-Duty Assignments for school year 2014-2015:

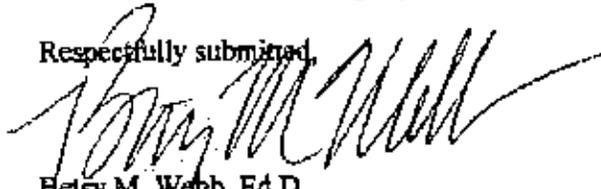
Boys JV Soccer Coach	BHS	Justin Marks
Freshman Football Asst. Coach (Gr. 7 & 8)	JFDS/WSCS	Brian Strout (1st yr w/BSD)
Team Leader – Specialties	JFDS	Jon Folsom

VOTED 5-0 to approve the nominations as presented.

H. 1. Chairman Caruso reviewed the important dates.

J. The meeting adjourned at 9:10 a.m.

Respectfully submitted,



Betsy M. Webb, Ed.D.
Superintendent of Schools

MINUTES

BANGOR SCHOOL COMMITTEE REGULAR MEETING 7:00 p.m., Wednesday, July 30, 2014

School Committee Members present: Chairman Warren Caruso, Vice Chair Jay Ye, Marc Eastman, and Christine Szal. Members Phyllis Guerette, Susan Hawes, and Sarah Smiley were unable to attend.

A. 1.&2. The meeting was called to order by Chairman Caruso at 7:01 p.m. and the Pledge of Allegiance followed.

B. Superintendent Webb requested adding D.2.c. Report of Reassignment and E.1.b.2. July 2014 Bid & Quotation Report to the Agenda.

VOTED 4-0 to amend the Agenda as requested.

D. 1. a.&b. Based on a review conducted by Assistant Superintendent Robert Macdonald and Bangor High School principal Paul Butler, Superintendent Webb recommended a Superintendent Award Criteria and Sophomore Award adjustments as outlined in the enclosed memorandums beginning with the incoming Class of 2018. Other classes would be grandfathered under the previous criteria.

Committee members asked questions and expressed their thoughts on students meeting the academic challenges offered in the Bangor schools.

VOTED 3 (Caruso, Szal, and Ye) for and 1 (Eastman) opposed.

c. Assistant Superintendent MacDonald worked with faculty members to update the Chemical Health Curriculum. Superintendent Webb recommended approval of the revised curriculum.

Committee members recommended adding "Wellness" to the title of the curriculum.

VOTED 4-0 to approve amending the title as recommended.

VOTED 3 (Caruso, Szal, and Ye) for and 1 (Eastman) opposed for the revision to the curriculum.

2. a. Superintendent Webb shared that the Bangor School Department has been informed that the extension request has been approved by the Department of Education. Further, the Bangor School Department was asked to pilot the application process, and the application is being used as a model for other districts.

b. Superintendent Webb reviewed the first two divisions of the Bangor School Department budget including School Committee and Superintendent's Office.

c. Superintendent Webb reported the following reassignment for the 2014-2015 school year:

Ashley L. Allen from Grade 4 Teacher at Fairmount School to Grade 5 Teacher at Fairmount School

- E. 1. a. 1-3. VOTED 4-0 to approve the Minutes of the June 25, 2014 School Committee Workshop.

VOTED 4-0 to approve Minutes of the June 25, 2014 Regular School Committee Meeting.

VOTED 4-0 to approve the Minutes of the July 21, 2014 Special School Committee Meeting.

- b. 1. Superintendent Webb recommended approval of the June 2014 Financial Statement. Director of Business Services Alan Kochis reviewed the unaudited statement for Committee Members.

VOTED 4-0 to approve the statement as presented.

2. Superintendent Webb recommended approval of the June 2014 Bid & Quotation Report.

VOTED 4-0 to approve the report as presented.

- c. 1. a. Superintendent Webb recommended the following Teacher nominations for the 2014-2015 school year:

Margaret Pietrak, Science Teacher at William S. Cohen School, with a one-year Probationary Contract for 2014-2015.

Sharon Ayer, Guidance Counselor at Bangor High School, with a one-year Probationary Contract for 2014-2015.

Ashley Oliver, Special Education Teacher at the James F. Doughty School, with a one-year Probationary Contract for 2014-2015.

Jessica R. Downing, Grade 3 Teacher at Downeast School, with a one-year Probationary Contract for 2014-2015.

Jessica L. Sturgeon, Grade 4 Teacher at Fairmount School, with a one-year Probationary Contract for 2014-2015.

The Committee recessed to review the files.

VOTED 4-0 to approve the nominations as presented.

- d. Superintendent Webb reported the following donations:

To Mary Snow School from the Mary Snow School Student Council, field day kites, having a total dollar value of \$278.86.

To the Bangor School Department from Books a Million, new books, having a total dollar value of \$4,537.

VOTED 4-0 to approve the donations with thanks.

- e. Superintendent Webb recommended Second Reading and approval of the following policies:

1. Revised Policy EBCD Emergency School Closings
2. Revised Policy ECE Compliance with Asbestos Emergency Response Act
3. Revised Policy EFAC Offer vs. Serve

4. Revised Policy EFB Free and Reduced Priced Meals
5. Revised Policy EIC Workers' Compensation
6. Revised Policy GBI Gifts to School Personnel
7. Revised Policy GCA-1 Director of Business Services
8. Revised Policy GCA-3 Director of Pupil Services
9. Revised Policy GCA-4 Director of Adult and Community Education
10. Revised Policy GCA-13 Assistant Director of Pupil Services
11. Revised Policy GCAA-1 High School Principal
12. Revised Policy GCAB-1 Middle School Principal
13. Revised Policy GCAC-1 Elementary School Principal
14. Revised Policy GCBCC Tax Sheltered Annuities
15. Revised Policy GCD Professional Staff Hiring
16. Revised Policy GCEB Student Teaching and Internships
17. Revised Policy GCL Professional Staff Development Opportunities
18. Revised Policy GCSA Employee Computer/Internet Use Rules
19. Revised Policy GCSA-R Employee Computer/Internet Use Rules
20. Policy GDD Support Staff Employment

VOTED 4-0 to approve the policies as presented.

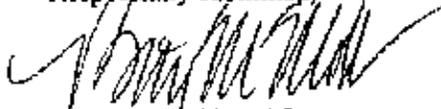
- J. Voted by roll call vote (4-0) to enter Executive Session at 8:17 p.m. for the purpose of Evaluation of the Superintendent according to 1 MRSA subsection 405 (6) (A).

Re-entered Public Session at 10:05 p.m.

VOTED 4-0 to extend the Superintendent's 2016 contract for a 5-year term through 2020.

- K. The meeting adjourned at 10:06 p.m.

Respectfully submitted,



Betsy M. Webb, Ed.D.
Superintendent of Schools

MINUTES

BANGOR SCHOOL COMMITTEE REGULAR MEETING 7:00 p.m., Wednesday, August 20, 2014

School Committee Members present: Chairman Warren Caruso, Vice Chair Jay Ye, Marc Eastman, Phyllis Guerette, Sarah Smiley, and Christine Szal. Member Susan Hawes was unable to attend.

- A. 1.&2. The meeting was called to order by Chairman Caruso at 7:01 p.m. and the Pledge of Allegiance followed.
- B. Superintendent Webb requested to amend the Agenda by adding E.l.c.l.a. Administrator Nomination, b. Teacher Nomination, 2.1. First Reading of Policy GCA-31 Director of Bangor Regional Program, and J. Executive Session for the purpose of discussion regarding collective bargaining with the Administrators' Bargaining Unit and Teachers' Bargaining Unit 1 MRSA subsection 405 (6) (D).
- VOTED 6-0 to amend the Agenda as requested.
- D. 2. a. Director of Business Services Alan Kochis provided a Budget Review of the Business Office and the Office of Instruction divisions.
- b. Superintendent Webb reported the following reassignments:
- Deborah Friedman from Grade 3 Teacher at Abraham Lincoln School to Title I Teacher at Bangor Schools, All Saints and Bangor Christian.
- Traci Low from PreK Teacher at Abraham Lincoln School to PreK Teacher at Downeast School.
- Kathryn Griffith from PreK Teacher at Downeast School to PreK at Abraham Lincoln School.
- E. 1. a. 1. VOTED 4 for (Caruso, Ye, Eastman, Szal) 0 opposed and 2 abstentions (Guerette and Smiley) to approve the Minutes of the July 30, 2014 Regular School Committee Meeting.
- b. 1. Superintendent Webb recommended approval of the July 2014 Financial Statement.
- VOTED 6-0 to approve the July 2014 Financial Statement.
2. Superintendent Webb recommended approval of the August 2014 Bid & Quotation Report.
- VOTED 6-0 to approve the August 2014 Bid & Quotation Report.
- c. 1. a. Superintendent Webb recommended the following Administrator nomination for the 2014-2015 school year:
- Dana L. Andrews, Regional Program Director at the Bangor Regional Therapeutic Day Program, with a one-year Probationary Contract for 2014-2015
- b. Superintendent Webb recommended the following Teacher nomination for the 2014-2015 school year:

Haleigh J. Hudson, Grade 3 Teacher at Abraham Lincoln School, with a one-year Probationary Contract for 2014-2015.

The Committee recessed to review the files.

VOTED 6-0 to approve the nominations as presented.

c. Superintendent Webb recommended the following Extra-Duty Assignments for the 2014-2015 school year:

Mathematics Department Head	Bangor High School	Elaine Grant
Grade 4-5 Musicals	Mary Snow School	Heather Mills (6+ yrs w/BSD)
IEP Coordinator (.75)	Downeast School	Lori Thurlow
IEP Coordinator (.75)	Downeast School	Jane Freeman
IEP Coordinator (.50)	Downeast School	Carrie Pike
IEP Coordinator (.50)	Downeast School	Melissa Stormann
IEP Coordinator (.25)	Fruit Street School	Melissa Stormann
IEP Coordinator (.75)	Fruit Street School	Annemarie Roberts
Freshman Boys Soccer Coach	Bangor High School	Daniel Schaefer (1st yr w/DSD)

VOTED 6-0 to approve the nominations as presented.

2. a. 1. Superintendent Webb recommended receipt of the First Reading of Policy GCA-31, Director of Bangor Regional Therapeutic Day Treatment Program.

VOTED 6-0 to receive the First Reading as presented.

F. 1. Committee Member Guerette commented on her excitement to see the addition of a National Honors Art Society at Bangor High School. She also recognized the custodians and maintenance staff for their preparations and hard work over the summer to have everything ready for the opening of school. Member Guerette further highlighted the facilities tours and the progress made on summer projects. She shared the continued need for investing in Bangor's older facilities.

Vice Chair Ye attended the end of summer STEM full day event at the University of Maine. He reported that the quality of the nine Bangor High School students' research was of high quality and covered a breadth of topics.

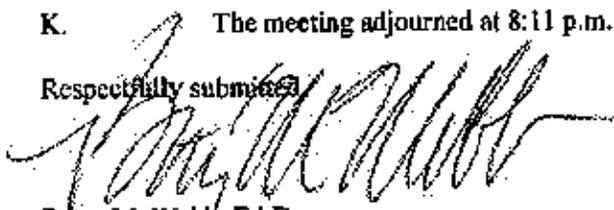
H. Chairman Caruso reviewed the important dates.

J. By roll call vote 6-0, the Committee entered Executive Session for the purpose of discussion regarding collective bargaining with the Administrators' Bargaining Unit and Teachers' Unit according to 1 MRSA subsection 405 (6) (D) at 7:59 p.m.

Entered Public Session at 8:10 p.m.

K. The meeting adjourned at 8:11 p.m.

Respectfully submitted



Betsy M. Webb, Ed.D.
Superintendent of Schools

MINUTES

BANGOR SCHOOL COMMITTEE REGULAR MEETING

7:00 p.m., Wednesday, September 10, 2014

School Committee Members present: Chairman Warren Caruso, Vice Chair Jay Ye, Marc Eastman, Sarah Smiley, and Christine Szal. Members Phyllis Guerette and Susan Hawes were unable to attend.

A. 1.&2. The meeting was called to order by Chairman Caruso at 7:00 p.m. and the Pledge of Allegiance followed.

B. Superintendent Webb requested to amend the Agenda by adding D.2.c. Report of Reassignment and J. Executive Session for the purpose of discussion regarding collective bargaining with the Administrators' Bargaining Unit 1 M.R.S.A. §495(6)(D).

VOTED 5-0 to amend the Agenda as requested.

C. Citizen Paul LeClair of Finson Road, Bangor, Maine addressed the Committee with his concerns regarding the budget. Mr. LeClair also inquired whether the School Committee had adopted the Core Common.

D. 1. a. Superintendent Webb recommended approval of the Middle School Standards-Based Report Pilot. Principals Gary Gonyar and Ed Hackett reviewed the process and the draft report.

Committee members asked questions.

VOTED 5-0 to approve the pilot as presented.

b. Superintendent Webb recommended approval of a pilot partnership between Bangor High School and SportsNet Maine to stream fall identified sporting events and to explore further educational opportunities within the partnership. Principal Paul Butler reviewed the elements of the pilot and the partnership agreement.

Committee members asked questions and voiced support for the pilot.

VOTED 5-0 to approve the pilot as presented.

2 a. Superintendent Webb provided an Opening of School Report and Committee Member Smiley shared the benefits of the military identifier on the updated student registration form.

b. Superintendent Webb and Director of Business Alan Kochis reviewed the budget divisions of maintenance, gifted and talented, and special education.

Committee members asked questions.

c. Superintendent Webb reported the following reassignment:

Alice Brown from Special Education Teacher (RR) (.9) at Vine Street School and (.1) at Fourteenth Street School to Special Education Teacher (RR) at Vine Street School

E. 1. a. 1. VOTED 5-0 to approve the Minutes of the August 20, 2014 Regular School Committee Meeting.

b. 1. VOTED 5-0 to authorize the Superintendent to approve an employee leave of absence without pay.

2. a. Superintendent Webb recommended the following Extra-Duty Assignments for the 2014-2015 school year:

IEP Coordinator (.75)	Mary Snow School	Georgi Freedman
IEP Coordinator	James F. Doughty School	Ashley Oliver
IEP Coordinator (.5)	Bangor High School	Nicole Pinkham
IEP Coordinator	Mary Snow School	Georgi Ella Freedman
IEP Coordinator (.5)	Vine Street School	Alice Brown
Affirmative Action Officer	Systemwide	Daniel Chadbourne
Field Hockey Coach	James F. Doughty School	Ashley Higgins (10 yr w/BSB)

VOTED 5-0 to approve the nominations as presented.

c. Superintendent Webb reported the following donation:

To Downeast School from Pulse Marketing Agency, school supplies, having a total dollar value of \$150.

VOTED 5-0 to accept the donation with thanks.

e. Superintendent Webb recommended approval of the Second Reading of Policy GCA-35, Director of Bangor Regional Therapeutic Day Treatment Program.

VOTED 5-0 to approve the second reading as presented.

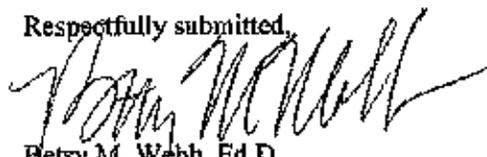
I. Committee Members shared their perspectives on the successful open houses at the various schools.

J. By roll call vote 5-0, the Committee entered Executive Session for the purpose of discussion regarding collective bargaining with the Administrators' Bargaining Unit according to 1 MRSA subsection 405 (6) (D) at 8:14 p.m.

Entered Public Session at 8:50 p.m.

K. The meeting adjourned at 8:51 p.m.

Respectfully submitted,



Betsy M. Webb, Ed.D.
Superintendent of Schools

MINUTES

BANGOR SCHOOL COMMITTEE
SPECIAL MEETING

8:00 a.m., Wednesday, September 17, 2014

School Committee Members present: Chairman Warren Caruso, Vice Chair Jay Ye, Phyllis Guerette and Susan Hawes. Committee Members Marc Eastman, Sarah Smiley, and Christine Szal were unable to attend.

- A. 1. The meeting was called to order by Chairman Caruso at 8:00 a.m. and the Pledge of Allegiance followed.
2. Superintendent Webb nominated Jayson W. Adams, Lead Special Education Teacher at the Bangor Regional Therapeutic Day Program, with a one-year Probationary Contract.

The Committee recessed to review the file.

VOTED 4-0 to approve the nomination as presented.

The meeting adjourned at 8:04 p.m.

Respectfully submitted,



Betsy M. Webb, Ed.D.
Superintendent of Schools

MINUTES

BANGOR SCHOOL COMMITTEE REGULAR MEETING 7:00 p.m., Tuesday, September 23, 2014

School Committee Members present: Chairman Warren Caruso, Vice Chair Jay Ye, Marc Eastman, Phyllis Guerette, Susan Hawes, and Christine Szal. Member Sarah Smiley was unable to attend.

Entered Executive Session for the purpose of consultation between school unit and its attorney according to 1 MRSA subsection 405(6)(E) at 6:01 p.m. by roll call vote 6-0.

Returned to Public Session at 7:01 p.m.

A. 1.&2. The meeting was called to order by Chairman Caruso at 7:05 p.m. and the Pledge of Allegiance followed.

B. Superintendent Betsy Webb requested adding D.2.c. Candidates' Night Update and E.I.f. MSBA Business Friend of Education Award Nomination.

VOTED 6-0 to amend the Agenda as requested.

C. Citizen Paul LeClair, of 666 Finson Road, Bangor, addressed the committee with his concerns regarding the budget.

D. 2. a. Superintendent Webb shared the status of the state assessment system.

b. Director of Business Services Alan Kochis provided a Summer Projects Update of the renovations and repairs made to the Bangor schools and facilities.

Member Guerette expressed appreciation for the staff's dedication and hard work to get things ready for the opening of school and asked about the repair work at the William S. Cohen School.

c. Director of Business Services Kochis provided a Budget Review of the Vocational Education, Technology, Community School, and Pupil Services divisions.

d. Superintendent Webb reported the following extra-duty reassignment:

Katrina Lajoie from (½) Student Council Advisor at William S. Cohen School to Student Council Advisor at William S. Cohen School

e. Superintendent Webb and Chairman Caruso updated the Committee on the Penquis and Maine School Management Association's Candidates' Night held on Thursday, September 18th at the United Technology Center.

E. 1. a. 1. VOTED 5 (Caruso, Ye, Eastman, Hawes, Szal) for 0 against and 1 (Guerette) absence to approve the Minutes of the September 10, 2014 Regular School Committee Meeting.

2. VOTED 4 (Caruso, Ye, Guerette, Hawes) for 0 against 2 (Eastman, Szal) absences to approve the September 17, 2014 Special School Committee Meeting.

b. 1. Superintendent Webb recommended approval of the August 2014 Financial Statement.

VOTED 6-0 to approve the August 2014 Financial Statement as presented.

c. 1. Superintendent Webb recommended the following Extra-Duty Assignments for the 2014-2015 school year:

Art Club Advisor	Bangor High School	Susan Bryand
Maine Academic Decathlon Coach	Bangor High School	Carl Robbins
Stem Research Coordinator	Bangor High School	Cary James

Member Guerette asked about the Academic Decathlon activity.

VOTED 6-0 to approve the nominations as presented.

- d. Superintendent Webb reported the following donations:

To Downeast School from Bangor Housing Authority, 36 backpacks, having a total dollar value of \$700.

To Downeast School from Dr. Gooden, Back in Balance Wellness Center, 20 backpacks and school supplies, having a total dollar value of \$750.

To William S. Cohen School from Heather and Richard Bernstein, a cash donation for the Pay It Forward account, having a total dollar value of \$200.

VOTED 6-0 to accept the donations with thanks.

- e. VOTED 6-0 to approve Chairman Caruso as the MSBA delegate and Member Eastman as the alternate.

- f. Superintendent Webb recommended nominating Bangor Savings Bank for the MSBA Business Friend of Education Award.

VOTED 6-0 to approve nominating the Bangor Savings Bank for their generous support of the Bangor School Department and education throughout the State of Maine.

- F. 1. Member Guerette noted items and events from some of the School Department's newsletters including volunteer training opportunities and the excitement of the opening of school. She also shared the value of attending the Maine School Management Fall Conference.

2. Member Szal reported that the United Technology Center's Board had met. The school is up and running with a large enrollment. Adjustments to programs are being worked out and students are offered options when a program is at capacity. She also shared that Director Fred Woodman and Mrs. Gimmel were both retiring at the end of the year. The committee will be busy with working to find replacements for these important roles.

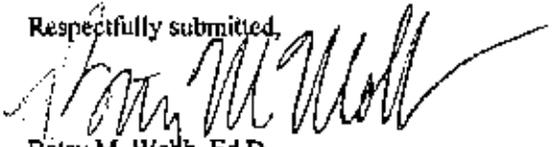
- I. Chairman Caruso noted the importance of celebrating the school department's success. At every level, the Bangor School Department is recognized for managing resources well and students' achievement levels are notable.

- J. By roll call vote 6-0, the Committee entered Executive Session for the purpose of discussion regarding collective bargaining with the Administrators' Bargaining Unit according to 1 MRSA subsection 405 (6) (D) at 7:55 p.m.

Entered Public Session at 8:01 p.m.

- K. The meeting adjourned at 8:02 p.m.

Respectfully submitted,


Betsy M. Webb, Ed.D.
Superintendent of Schools

**Meeting Agenda
City of Bangor Airport Committee
City Council Chambers 3rd Floor
March 10, 2015**

The following City Councilors were in attendance: Airport Committee Chair Gibran Graham, Councilors, Sean Faircloth, and David Nealley. Pat Blanchette, and Pauline Civiello. Also in attendance, Airport Director Tony Caruso, Marketing Manager Risteen Bahr.

Agenda:

1. Request to apply for additional PFC Funds

Airport Director Caruso started that the Airport is requesting authorization to apply for a PFC application for an amendment of PFC #3 for additional funds of up to \$480,072 for renovations and improvements for the domestic terminal upgrade project. The fee is \$4.50 per passenger and is collected by the Airlines when a ticket is purchased. The fee is then remitted to the Airport. The City Council previously approved Council Order #44-047 for PFC #3 which includes constructing an enclosed baggage make-up area for the airlines, purchasing and installing a new generator capable of operating the full domestic terminal, installing new glass windows and façade on the front of the terminal, and new signage and way finding. The Airport is requesting authorization to apply for an amendment for additional funds in the amount of \$480,072 under PFC #3. The reason for the increase is due to a revision to the scope of work and the increase in construction costs from early in 2010, when the project was first developed conceptually as part of the PFC 3 application. The revised scope includes upgrades to the public restrooms; more demolition than anticipated in the public space; greater electrical and mechanical upgrades; and needed upgrades to the communication systems. Director Caruso stated that these funds are generated locally and are used locally.

Motion approved by Councilor Nealley and seconded.

Questions/Comments:

This item will be going to full Council for approval.

2. Airport Construction projects update:

- a. Domestic terminal renovations-behind the wall work continues to go on. Director Caruso provided a few photos illustrating the current work status. The Internal work is

being done where the new Airline ticket counter will be. The demolition portion of this phase of the project is nearing completion. The completion will be 18-24 months. The Airport will continue to provide the Airport Committee with updates and Marketing will continue to put information on the website.

3. Airport Statistics-Jan & Feb 2015

Airport Director Caruso indicated that the figures for January and February down mainly due to the severe weather and the airline cancellations. For the month of January, total monthly passengers were down by 6.8%. The Airline load factors were solid, with Allegiant at 89%, Delta at 72%, Us Airways at 94%. Market Share, Allegiant at 31%, Delta at 21% and Us Airways at 48%. Total Operations, were down by 15%, with the total landings having a major driver at -14%. For fuel sales, retail was up at 122.7%, DOD down by 81.1%. For the month of February, total monthly passengers at -5.9%, Airline load factor had a decline, with Allegiant at 88%, Delta at 62%, and US Airways at 81%. Market Share was Allegiant at 36%, Delta at 20% and Us Airways at 44%. Total Operations was down by 12%. Fuel sales retail was up by 13.8% and DOD was down by 65.4%.

4. Airport-business development

a. Air Service Development conference.

Marketing Director Bahr attended the Mead & Hunt Air Service Development Conference. This is a conference and airline appointment meeting. Attendance at this conference is by invitation only! This is a smaller conference where the ratio of airports to airlines is much more favorable than the larger conferences so the attendee is better apt to have more one to one discussions with airline representatives outside of your airline appointment time. Bangor International Airport (BGR) had 3 appointments. Appointments consisted of a variety of a twenty (20) minute opportunity for BGR to present to passenger airline executives the reason they should bring or expand passenger service to BGR. Discussions with the passenger service airlines involved proposals for service to Boston, Charlotte, and Baltimore for scheduled service. The discussion regarding Boston was with a carrier who flies Essential Air Service (EAS) routes as well as At Risk routes. They are not inclined to do Boston-Bangor service as Bangor is too small a market in their opinion. The other two appointments were more positive and will be continued at Jumpstart In June.

b. NBAA Schedulers & Dispatchers conference

The 26th annual Schedulers and Dispatchers Conference broke multiple records with over 2,700 attendees and 450 exhibitors! Although the trip was shortened by a NE Blizzard, airport staff made the most of available time with a very busy booth, and rescheduled appointments. Staff

met with key personnel from AEG to discuss the opportunity of providing large volume customer pricing. The staff also met with the new support person for FBO One, our new software platform for fueling and ground services. Staff also met with Colt International to review the expectations of that account due their recent acquisition by World Fuel Services for International trip planning services. Also met with Irving Oil personnel.

Questions/Comments

The Airport Committee discussed other Airlines coming to Bangor. Additional discussions in reference to the renovations that were done to the restaurant and bar and grill at the Airport.

Meeting Adjourned @ 6:30 PM.

Infrastructure Committee

Minutes

March 24, 2015

ATTENDEES

Councillors:

Gibran Graham

Benjamin Sprague in for
Joshua Plourde

Sean Faircloth

Staff:

Brad Moore

John Theriault

Agenda

1. Approval of Outflow Metering, Account #10014001

Brad explained that Unifirst Corporation operates a commercial laundering service at 70 Godsoe Road. They had approached the City requesting permission to use 'outflow' metering as the basis for their sewer bill. The City Code in chapters 252.9 C.(3) and 252.25 K., allowed for the installation of outflow meters to accurately measure wastewater leaving a facility. The basis for this request was that some amount of water used in laundering did not reach the sewer system, but left the facility as water vapor during the drying process. The laundering industry had documented this and the City had approved similar requests in the past.

Unifirst Corporation had provided all the necessary documentation and calibration of the outflow meter installation. The use of an outflow meter would reduce their water bill by 18%-31% representing what did not enter into the sewer system. Staff recommended and requested the Infrastructure Committee approve the use of the outflow meter for sewer billing from this facility. If approved, this agreement would have a term of three years, per City Code, whereupon Staff would review and request continuance of the agreement.

Vote: Councillor Graham Motioned, Councilor Faircloth Seconded. Unanimous

2. Agreement with Maine DOT, Resurfacing a Portion of Broadway from Husson Ave to Center Street- WIN #18639.00

John explained this was a Local Project Agreement with the Maine Department of Transportation for design and construction work for a mill and fill treatment on a portion of 0.65 mile of Broadway (Route 15) starting at Husson Avenue and ending at Center Street.

The Maine Department of Transportation has approved federal and state funds in an amount not to exceed \$872,612.00 which includes a Federal share of \$698,089.60 or 80% of construction costs, State share of \$87,261.20 or 10% of construction costs, and a City share of funding of \$87,261.20 or 10% of construction costs. As part of that project, the City needed to enter into a local project agreement with the Maine Department of Transportation.

Vote: Councilor Faircloth Motioned, Councilor Graham Seconded. Unanimous

3. Agreement with Maine DOT, Resurfacing a Portion of Union Street from Griffin Road to Vermont Avenue-WIN #18640.00

John explained this was a Local Project Agreement with the Maine Department of Transportation for design and construction work for a mill and fill treatment on a portion of Union Street (Route 222) starting at Griffin Road and ending at Vermont Avenue.

The Maine Department of Transportation has approved federal and state funds in an amount not to exceed \$830,503.00 which includes a Federal share of \$664,402.40 or 80% of construction costs, State share of \$83,050.30 or 10% of construction costs, and a City share of funding of \$83,050.30 or 10% of construction costs. As part of that project, the City would need to enter into a local project agreement with the Maine Department of Transportation. Construction anticipated for 2016.

Vote: Councilor Graham Motioned, Councilor Faircloth Seconded. Unanimous

4. Agreement with Maine DOT, Resurfacing a Portion of Union Street from Vermont to 0.43 Easterly-WIN #018642.00

John explained this was a Local Project Agreement with the Maine Department of Transportation for design and construction work for a mill and fill treatment on a portion of Union Street (Route 222) starting at Vermont Avenue and extending easterly 0.43 of one mile.

The Maine Department of Transportation has approved federal and state funds in an amount not to exceed \$467,964.00 which includes a Federal share of \$374,371.20 or 80% of construction costs, State share of \$46,796.40 or 10% of construction costs, and a City share of funding of \$46,796.40 or 10% of construction costs. As part of that project, the City would need to enter into a local project agreement with the Maine Department of Transportation. Design work planned for 2016 and construction anticipated for 2017.

Vote: Councilor Graham Motioned, Councilor Faircloth Seconded. Unanimous

5. Agreement with Maine DOT, Independence Street and Water Street Traffic Signal Improvements-WIN #018645.00

John explained this was a Local Project Agreement with the Maine Department of Transportation for preliminary engineering and construction work for traffic signal improvements at the intersection of Independence Street and Water Street.

The Maine Department of Transportation has approved federal and state funds in an amount not to exceed \$262,543.00 which includes a Federal share of \$210,034.40 or 80% of construction costs, State share of \$26,254.30 or 10% of construction costs, and a City share of funding of \$26,254.30 or 10% of construction costs. As part of that project, the City would need to enter into a local project agreement with the Maine Department of Transportation.

Vote: Councilor Graham Motioned, Councilor Faircloth Seconded. Unanimous

6. Agreement with Maine DOT, Broadway Mill and Fill from Stillwater Avenue to Center Street-WIN #020232.42

John explained this was a Local Project Agreement in the amount of \$450,000.00 with the Maine Department of Transportation for design, construction work for a project on Broadway (Route 15B) beginning at the intersection of Broadway and Stillwater Avenue and extending northerly approximately 0.43 miles to Center Street. The work to consist of a two inch mill and fill with ADA and drainage improvements. Construction planned for late summer this year. If approved the agreement stipulates a State share of 225,000.00 or 50% of the total project costs and a City share of \$225,000.00 or 50% of the total project cost.

Vote: Councilor Graham Motioned, Councilor Faircloth Seconded. Unanimous

7. Agreement with Maine DOT, Modification of Agreement for Resurfacing of a Portion of Broadway

John explained this was a Local Project Modification Agreement in the amount of \$1,038,500.00 with the Maine Department of Transportation for design, construction work for a project to resurface a portion of Broadway from 0.04 mile south of the entrance road to People's United Bank (near Husson Avenue) continuing northerly for 2.60 miles. Construction planned for this year.

If approved the modification agreement would include a reduced Federal share of 17,600.00 or 80% of Preliminary Engineering and a revised State share of 1,020,900.00 or 20% of Preliminary Engineering and 100% of Construction project costs and a City share being 0%.

Vote: Councilor Graham Motioned, Councilor Faircloth Seconded. Unanimous

Dana outlined the anticipated City paving projects for this year upon Councilor Graham's request:

- Union Street from the Chamberlain Bridge to Hammond Street.
- Broadway in the Summer.
- Harlow and Central Streets in the Spring,
- Columbia Street, after sewer project was complete.
- Outer State and Mt. Hope.
- Griffin from Union to Ohio.
- Maine Ave, dependent upon funding. Public Works would lay maintenance mix on until the funding came through.

Meeting was adjourned.

COUNCIL ACTION

Item No. 15-121

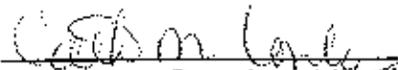
Date: April 13, 2015

Item/Subject: Order, Authorizing City Staff to Take Possession of Property Located at 100v Briarwood Drive (Map R45 Lot 66).

Responsible Department: Legal

Commentary:

Real estate tax liens for 2011, 2012, and 2013 have matured on a vacant lot located at 100v Briarwood Drive. The attached Order will authorize staff to take possession of this property.

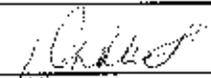

Department Head

Manager's Comments:

City Manager

Associated Information:

Budget Approval:


Finance Director

Legal Approval:


City Solicitor

Introduced for

- Passage
- First Reading
- Referral

15-121
APRIL 13, 2015

Assigned to Councilor Sprague



CITY OF BANGOR

(TITLE.) ORDER, Authorizing City Staff to Take Possession of Property Located at 100v Briarwood Drive (Map R45 Lot 66).

By the City Council of the City of Bangor

ORDERED,

THAT City staff is hereby authorized to take possession of property located at 100v Briarwood Drive on the basis of matured 2011, 2012, and 2013 real estate tax liens.

COUNCIL ACTION

Item No. 15-122

Date: April 13, 2015

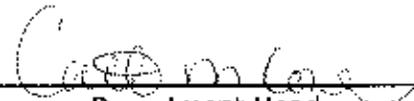
Item/Subject: **ORDER**, Authorizing Execution of Municipal Quitclaim Deed – Real Estate
Located at 100v Briarwood Drive (Map R45 Lot 66).

Responsible Department: Legal

Commentary:

Real estate tax liens matured on the property of Woods of Maine, Inc. located at 100v Briarwood Drive. The City of Bangor has taken possession of a vacant lot of land located at 100v Briarwood Drive by virtue of matured real estate tax liens. The lot is not a buildable lot because of its size and has an assessed value of \$2,200. Wayne Jackson has offered to purchase the abutting property conditions upon acquiring 100v Briarwood Drive.

This Order, if approved, will authorize the sale of 100v Briarwood Drive (Map R45, Lot 66) to Wayne Jackson for \$2,200 upon the condition that Wayne Jackson acquiring the abutting lot (Map R45, Lot 47) on or before May 29, 2015.



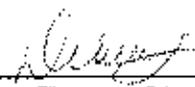
Department Head

Manager's Comments:

City Manager

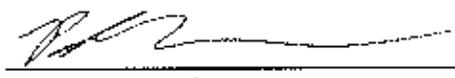
Associated Information:

Budget Approval:



Finance Director

Legal Approval:



City Solicitor

Introduced for Consent Agenda

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



Assigned to Councilor Blanchette

CITY OF BANGOR

(TITLE.) ORDER, Authorizing Sale of Real Estate Located at 100v Briarwood Drive (Map R45 Lot 66).

WHEREAS, the City of Bangor has taken possession of a vacant lot of land located at 100v Briarwood Drive by virtue of matured real estate tax liens; and

WHEREAS, said lot of land has an assessed value of \$2,200; and

WHEREAS, Wayne Jackson has offered to purchase the abutting property conditions upon acquiring 100v Briarwood Drive; and

WHEREAS, 100V Briarwood Drive is not a buildable lot because of its size.

By the City Council of the City of Bangor:

ORDERED, Catherine M. Conlow, City Manager, is hereby authorized, on behalf of the City of Bangor, to execute a Municipal Quitclaim Deed releasing any interest the City may have by virtue of undischarged real estate tax liens recorded in the Penobscot County Registry of Deeds in Book 12508, Page 287, Book 12851, Page 266, Book 13222, Page 307 and Book 13561, Page 275. Said deed shall be directed to Wayne A. Jackson and shall be conditioned upon the payment of \$2,200 to the City of Bangor, and shall be further conditioned upon Wayne Jackson acquiring the abutting lot (Map R45, Lot 47) on or before May 29, 2015. Said deed shall be in final form approved by the City Solicitor or Assistant City Solicitor.

COUNCIL ACTION

Item No. 15-123

Date: April 13, 2015

Item/Subject: **ORDER**, Authorizing Execution of Municipal Quitclaim Deed – Real Estate
Located at 115-117 Grove Street (Map 48 Lot 67).

Responsible Department: Legal

Commentary:

This order will authorize a municipal quitclaim deed on property located were filed on the property owned by Candace Doucette located at 115-117 Grove Street. In 2011 a sewer lien was filed against the property however, at some point the outstanding charges were paid but discharges of the liens were recorded after the liens had matured. Therefore a municipal quitclaim deed is required to clear title to the property.

There are no outstanding real estate taxes or code issues. Staff recommends approval

Department Head

Manager's Comments:

Carol M. Love
City Manager

Associated Information:

Budget Approval:

[Signature]
Finance Director

Legal Approval:

[Signature]
City Solicitor

Introduced for Consent Agenda

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

15-123
APRIL 13, 2015

Assigned to Councilor Baldacci



CITY OF BANGOR

(TITLE.) Order, Authorizing Execution of Municipal Quitclaim Deed – Real Estate
Located at 115-117 Grove Street (Map 48 Lot 67).

BY THE CITY COUNCIL OF THE CITY OF BANGOR:

BE IT ORDERED,

that Deborah A. Cyr, Finance Director, is hereby authorized and directed, on behalf of the City of Bangor, to execute a Municipal Quitclaim Deed releasing any interest the City may have by virtue of undischarged sewer liens recorded in the Penobscot County Registry of Deeds in Book 12397, Page 205 and Book 12675, Page 88. Said deed shall be directed to Candace L. Doucette in final form approved by the City Solicitor or Assistant City Solicitor.

COUNCIL ACTION

Item No. 15-124

Date: April 13, 2015

Item/Subject: ORDER, Authorizing Execution of Agreement for Maine Department of Transportation Local Project – WIN 018639.00, Resurfacing a Portion of Broadway

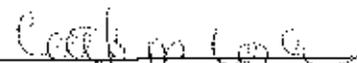
Responsible Department: Engineering

Commentary: This order would authorize the City Manager to execute a Local Project Agreement with the Maine Department of Transportation for design and construction work for a mill and fill treatment on a portion of 0.65 mile of Broadway (Route 15) starting at Husson Avenue and ending at Center Street.

The Maine Department of Transportation has approved federal and state funds in an amount not to exceed \$872,612.00 which includes a Federal share of \$698,089.60 or 80% of construction costs, State share of \$87,261.20 or 10% of construction costs, and a City share of funding of \$87,261.20 or 10% of construction costs. As part of that project, the City would need to enter into a local project agreement with the Maine Department of Transportation which have been reviewed and recommended for approval by the Infrastructure Committee at its March 24, 2015 meeting.

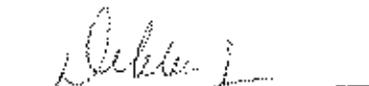
John Theriault, City Engineer
Department Head

Manager's Comments:


City Manager

Associated Information: Councilor Order and Agreement

Budget Approval:


Finance Director

Legal Approval:


City Solicitor

Introduced for
 Passage CONSENT
 First Reading
 Referral

Page __ of __



Assigned to Councilor Plourde

CITY OF BANGOR

(TITLE.) ORDER, Authorizing the Execution of Agreement for Maine Department of Transportation Local Project – WIN #018639.00, Resurfacing of a Portion of Broadway

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 – Resurfacing of a Portion of Broadway, WIN# 018639.00

Copy of the agreement is attached.



<i>MaineDOT use only</i>	
TEDOCS #:	_____
AMS ID #:	_____
CSN:	_____
PROGRAM:	<i>Multimodal (OTJC 57000)</i>

MAINE DEPARTMENT OF TRANSPORTATION
Locally Administered Project Agreement
 With the
City of Bangor
 Regarding
Resurfacing of a portion of Broadway: WIN 018639.00

<i>(MaineDOT Use Only)</i>	
Total Project Amount: <u>\$872,612.00</u>	MaineDOT WIN: <u>018639.00</u>
Federal Award Amount: <u>\$698,089.60 (80%)</u>	Federal Project Number: <u>STP-1863(900)</u>
State Match: <u>\$87,261.20 (10%)</u>	Federal Authorization Date: _____
Municipal Match: <u>\$87,261.20 (10%)</u>	Sub-recipient's Vendor ID: <u>VC1000007010</u>
Effective Date: _____	Sub-recipient's DUNS [®] Number: <u>07-173-9692</u>
Expiration Date: _____	CFDA #20.205: <u>Highway Planning & Construction</u>

This subaward agreement for a federal-aid project is between the Maine Department of Transportation, a Maine State Government agency headquartered at 24 Child Street in Augusta, Maine ("MaineDOT") and the City of Bangor, a municipal corporation and body politic with its principal offices at 73 Harlow Street in Bangor, Maine ("the City.") MaineDOT and the City are collectively referred to as "the Parties."

This Agreement contains the following attachments:

1. Federal Funding Accountability and Transparency Act (*signature required*);
2. Federal Title VI Assurances.

WHEREAS, the scope of work described herein was programmed for the MaineDOT 2015-2017 Work Plan by the Bangor Area Comprehensive Transportation System, the metropolitan planning organization for the Bangor Urbanized Area, located at 12 Acme Road, Suite 102, in Brewer, Maine ("BACTS"); and

WHEREAS, MaineDOT approved the City's request to administer the project at the local level.

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

ARTICLE 1. PROJECT OVERVIEW

A. SCOPE OF WORK: Preliminary engineering and construction work for a mill-and-fill treatment of 0.65 mile of Broadway (Route 15), starting at Husson Avenue and ending at Center Street ("the Project.") Any substantial change to this scope of work shall require approval from BACTS and MaineDOT to be eligible for federal and state funding.

B. FUNDING. The estimated total cost of the Project is eight hundred seventy-two thousand six hundred twelve dollars (\$872,612) to be shared at the rates and terms described in Article 3.

- C. **ROLE OF CITY.** The City shall take the lead in developing the Project and assign a full-time municipal employee with certification from **MaineDOT** to be in responsible charge of the Project. At all times, this Local Project Administrator shall follow the policies and procedures in the latest edition of **MaineDOT's Local Project Administration Manual**.
- D. **ROLE OF MAINEDOT.** **MaineDOT** will assign a Project Manager to carry out the State's responsibilities regarding the Project. This person or his/her designee will have the authority to request design changes to meet applicable laws and design standards; accept or reject any invoice; review construction activities to ensure compliance with contract documents; and take all other action necessary to ensure the proper performance of this agreement.

ARTICLE 2. PROJECT DEVELOPMENT

- A. **AUTHORIZATION.** The City shall receive Authorization to Proceed from **MaineDOT** before starting work or executing a contract for services under this Agreement. All municipal costs incurred before authorization is given shall be ineligible for reimbursement.
- B. **KICKOFF.** Before starting work, the City shall review with **MaineDOT's** Project Manager the scope of work, estimated cost, schedule, and legal requirements for the Project. If necessary, the City shall provide an updated schedule and cost estimate within a reasonable timeframe.
- C. **PROGRESS REPORTS.** The City shall provide **MaineDOT** with monthly progress reports for the duration of the Project listing tasks completed, any changes in staffing, and any issues that could affect the schedule.
- D. **CONSULTANT SERVICES.** The City may contract for consultant engineering services as necessary to develop and oversee the Project. In doing so, the City shall:
1. Use qualifications-based selection pursuant to federal regulation 23 CFR, Part 172.
 2. Obtain the **MaineDOT** Project Manager's written approval before awarding any contract.
 3. Ensure that "Consultant General Conditions for Local Public Agencies" govern all work, including insertion of Form FHWA-1273 and Civil Rights Assurances into every contract.
 4. Obtain **MaineDOT's** written approval before modifying any contract. *MaineDOT reserves the right not to reimburse the City for work covered by a modification executed without prior approval or for work performed before the effective date of a modification.*
- E. **DESIGN.** All design plans, specifications, estimates and contract documents shall be developed in accordance with the latest versions of **MaineDOT's Highway Design Guide and Standard Specifications (2014)**, as follows:
1. The City shall submit a preliminary design report (PDR), if applicable, and the final plans, specifications and estimate (PS&E) package to **MaineDOT** for review and comment.
 2. The City shall address to **MaineDOT's** satisfaction any changes requested or concerns expressed before the Project may be advertised for construction.
 3. Advertising for construction bids or moving to the construction stage without **MaineDOT's** written authorization shall render the Project ineligible for federal and state funding.

- F. **QUALITY CONTROL.** The City shall be responsible for the quality of the design plans, specifications and estimates for the Project using a documented quality-control process. Acceptance of the final PS&E package by **MaineDOT** shall not relieve the City of responsibility for the quality of the engineering documents for the Project.
- G. **PUBLIC PARTICIPATION.** The City shall provide opportunity for the public to learn about the Project and express concerns, using a public process that is appropriate for the scope of work and acceptable to the **MaineDOT** Project Manager. Documentation and a public process certification (Letter 16) shall be submitted to **MaineDOT** with the final PS&E package.
- H. **ENVIRONMENTAL PROCESS.** The City or its contracted 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 City shall obtain all approvals, permits and licenses needed for the Project. Copies shall be submitted to **MaineDOT** with an environmental certification (Letter 12) with the final PS&E package.
- J. **UTILITIES.** The City shall coordinate the Project with all utilities and submit documentation to **MaineDOT** with a utility certification (Letter 13) with the final PS&E package. **MaineDOT's** revised Utility Accommodation Rules (October 2014) shall apply to any utility relocations.
- K. **RIGHT OF WAY.** If applicable, **MaineDOT** will acquire any rights necessary to construct and maintain the Project.
- L. **FORCE ACCOUNT.** If the City intends to construct the Project with its municipal work force or to furnish any materials for the Project, the City shall obtain **MaineDOT's** written authorization before proceeding. If so authorized to use a "force account" process, the City shall comply with the applicable regulations – 23 CFR, Parts 635.201 to 635.205.
- M. **SOLICITATION OF BIDS.** Competitive bidding shall be used to hire a contractor unless a "force account" process is authorized. The City shall solicit for bids upon **MaineDOT's** written authorization in accordance with the final, approved plans and specifications as follows:
1. The City shall follow the procedures in **MaineDOT's** "Standard Specifications" and adhere to all applicable federal requirements, unless otherwise authorized by **MaineDOT**.
 2. The City and **MaineDOT** shall have the right to accept or reject the bids submitted.
 3. The City shall not award a contract without **MaineDOT's** written approval.
- N. **CONTRACT AWARD.** Upon **MaineDOT's** written approval, the City shall award a construction contract to the lowest responsive, responsible bidder as follows:
1. The City shall administer the contract for the duration of the Project.
 2. Form FHWA-1273 shall be physically incorporated into the contract.
 3. The contract shall specify that the Project comply with the latest version of **MaineDOT's** "Standard Specifications" (November 2014) and applicable special provisions.

- O. **CONSTRUCTION.** The City shall hold a pre-construction meeting with **MaineDOT**, the contractor, utilities and any other parties involved in or affected by the construction process. During the work, the City shall provide the supervision, inspection and documentation necessary to ensure that the **Project** is completed to **MaineDOT's** satisfaction in accordance with the plans, specifications and provisions of the contract, as follows:
1. The City shall use procedures acceptable to **MaineDOT** to document the quantity and quality of all construction-related work. The City shall provide monthly progress reports and shall retain all documentation as provided under Article 5.A.
 2. The City or its contracted consultant shall be responsible for coordinating all materials testing necessary to meet Minimum Testing Requirements for the **Project**, in compliance with 23 CFR, Part 637, "Quality Assurance Procedures for Construction." Test results shall be provided to **MaineDOT** upon request.
 3. Any contract modification shall be submitted to **MaineDOT** for review and comment before it is executed. **MaineDOT** reserves the right not to reimburse the City for work associated with a contract modification executed without **MaineDOT's** prior review.
 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. Upon completion, the City shall provide compliance certification that the **Project** was constructed, quantities were measured and documented, and materials were tested in accordance with the approved plans, specifications and provisions of the contract.
- P. **MAINEDOT OVERSIGHT.** **MaineDOT** may inspect construction activities and documentation – and any test materials used – to ensure compliance with the **Project** specifications and construction contract. **MaineDOT** may reject work or materials out of compliance and may withhold reimbursement to the City for any such work or materials.

ARTICLE 3. FINANCIAL PROVISIONS

- A. **MAINEDOT SHARE.** **MaineDOT**, using federal and state resources programmed by **BACTS**, will reimburse the City for ninety percent (90%) of **Project** expenditures incurred that are deemed to be eligible for such funding, up to a maximum reimbursement of seven hundred eighty-five thousand three hundred fifty dollars and eighty cents (**\$785,350.80**.)
- B. **LOCAL SHARE.** The City shall share in all **Project** expenditures deemed eligible for federal and state funding at the rate of ten percent (10%), said share estimated to be eighty-seven thousand two hundred sixty-one dollars and twenty cents (**\$87,261.20**.) The City shall be responsible for one hundred percent (100%) of any costs deemed ineligible for reimbursement and all costs exceeding the maximum amount of this Agreement as outlined in Article 1.B, unless otherwise approved in writing by **BACTS** and **MaineDOT**.
- C. **MAINEDOT COSTS.** All costs incurred by **MaineDOT** staff in developing and overseeing the **Project** shall be paid for out of the **Project**, including but not limited to design reviews, environmental work, utility support, right-of-way support, and construction engineering. The City shall share in these costs commensurate with its overall portion of the **Project**. **MaineDOT** will reconcile these costs upon completion of the **Project** and shall deduct the City's share from the final invoice payment to the City.

- D. **REIMBURSEMENT.** The **City** may invoice **MaineDOT** periodically for the federal and state shares of **Project** expenditures eligible for federal and state funding, up to the maximum in Article 3.A. Invoices shall be submitted no more than monthly, subject to these conditions:
1. Invoices shall be submitted on the **City's** letterhead and reference WIN 018639.00.
 2. Each invoice shall be accompanied by a progress report in accordance with Article 2.C.
 3. Each invoice shall contain an itemized account of expenditures incurred during the period covered by the invoice, consistent with the approved budget for the **Project**. Backup documentation and proof of payment made shall accompany each invoice.
 4. Each invoice shall have an accumulative total and a breakdown of **MaineDOT's** and the **City's** shares of **Project** costs.
 5. Each invoice shall include a certification from the **City** that all amounts claimed are correct, due and not claimed previously.
 6. Payment of the final invoice shall be subject to a final inspection of the completed **Project** to determine the acceptability of the work.
 7. **MaineDOT** may withhold reimbursements to the **City** to recover previous payments for items subsequently deemed to be ineligible for federal or state funding.
- E. **REPAYMENT.** If the **City** withdraws its support for the **Project**, leading **MaineDOT** to cancel the **Project** and terminate this Agreement for cause, **MaineDOT** reserves the right to require the **City** to refund all reimbursements made and to repay **MaineDOT** fully for all **Project** costs incurred. All federal and state funds returned to **MaineDOT** by the **City**, as well as all federal and state funds remaining in the **Project**, shall be made available to **BACTS** for reprogramming once the **Project** is closed out.
- F. **REMAINING FUNDS.** Any federal and state funds remaining in the **Project** shall be made available to **BACTS** for reprogramming upon payment of the final invoice from the **City**.

ARTICLE 4. PROJECT RECORDS AND AUDIT

- A. **Project** records shall consist of all printed or electronic plans, specifications, contracts, reports, notes, or other documents prepared by or for the **City**. The **City** shall retain all **Project** records for at least **four (4) years** from the date of **MaineDOT's** acceptance of the final invoice for the **Project**. If any litigation, claim, negotiation or audit has begun before the end of this four (4) year period, all **Project** records shall be kept at least until all action and resolution of all issues arising from it are complete. All records shall be provided to **MaineDOT** upon request after completion or termination of the **Project**.
- B. The **City** and any consultant or contractor working on its behalf shall allow authorized representatives of the U.S. Government and the State of Maine to inspect and audit **Project** documents at reasonable times. Copies shall be furnished at no cost.
- C. The **City** shall keep **Project** records in such form as may be easily audited. Audits shall be performed in accordance with generally accepted government auditing standards and Title 2 CFR, Part 200, Subpart F - "Audit Requirements."

ARTICLE 5. GENERAL PROVISIONS

- A. **Governing Laws.** This Agreement shall be construed under the laws of the State of Maine. Additionally, all activities under this Agreement will be subject to applicable federal laws and regulations, including but not limited to Title 23 in the United States Code (USC) for statutory law and Title 23 in the Code of Federal Regulations (CFR) for administrative law, as well as Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- B. **Indemnification.** To the extent permitted by law, the City shall indemnify, defend and hold harmless **MaineDOT**, its officers, agents and employees from all claims, suits or liabilities arising from negligent or wrongful act, error or omission by the City, its officials, employees, agents, consultants or contractors. Nothing herein shall waive any defense, immunity or limitation of liability that may be available to either party 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 engineering estimates of construction costs shall be kept confidential in accordance with the provisions of Maine law (23 MRSA, Section 63.)
- D. **Independent Capacity.** The City, its employees, agents, representatives, consultants and contractors shall not act as officers, employees or agents of **MaineDOT**.
- E. **Flow Down.** Contracts between the City and all consultants, contractors or other third parties shall contain or incorporate by reference all applicable provisions of this Agreement.
- F. **Equal Employment Opportunity.** The City shall adhere to all applicable EEO requirements in the administration of the Project, as follows:
1. The City 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 City 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 City 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 City 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 City 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 City's commitment under this Article and shall post copies prominently in places readily available to all such employees and applicants for employment.

4. The **City** 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 and contractor – with the exception of any contract for the purchase of standard commercial supplies or raw materials. To the maximum extent feasible, the **City** or any of its consultants and contractors shall list all suitable employment openings with the Maine Job Service. *This provision shall not apply to employment openings that the **City** or any of its consultants and contractors propose to fill from within their own organizations.*
- G. **Set-Off.** **MaineDOT** shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, without being limited to, the State of Maine's option to withhold for purposes of set-off any payment due to the **City** under this Agreement and any other agreement with **MaineDOT** or any other agency of the State of Maine, including any contract commencing before the effective date of this Agreement. **MaineDOT** shall exercise its set-off rights in accordance with standard state practices including – in case of set-off pursuant to an audit – the finalization of the audit by **MaineDOT** or the State Controller.
- H. **No Assignment Without Approval.** The **City** shall not assign this Agreement to a third party or dispose of this Agreement without specific written consent from **MaineDOT**. In no case shall such action release the **City** from liability under this Agreement.
- I. **Binding Effect.** The **City** and **MaineDOT** shall be bound by the terms of this Agreement. This provision shall apply to the executors of this Agreement, their successors, administrators and legal representatives.

ARTICLE 6. TERMINATION

- A. **FOR CAUSE.** **MaineDOT** may terminate this Agreement for cause in the event of default as defined in Section 6.B below. The **City** will have a cure period of fourteen (14) calendar days after receiving a Notice of Default. If the **City** fails to make a good-faith effort to correct all defaults within the cure period, **MaineDOT** may terminate this Agreement upon written Notice of Termination for Cause, with the following conditions:
 1. The **City** and all consultants and contractors working on the **Project** shall cease work immediately – except for work required to protect public health and safety – and turn over to **MaineDOT** all **Project** records within thirty (30) days of the termination date.
 2. If termination is the result of the **City's** failure to correct any occurrence of default, **MaineDOT** reserves the right to recover from the **City** all reimbursements made in accordance with Article 3, "Financial Provisions."
 3. All federal and state funds remaining in the terminated **Project**, as well as any federal and state funds recovered from the **City**, shall be made available to **BACTS** for reprogramming in accordance with Article 3.F, "Remaining Funds."
- B. **GROUNDS FOR DEFAULT.** The **City** shall receive a Notice of Default if the **City**:
 1. Takes any action without approval from **MaineDOT** that leads to cancelation of the **Project** or the loss of eligibility of the **Project** for federal or state funding.
 2. Uses **Project** funds for a purpose other than what is authorized by this Agreement.

3. Misrepresents or falsifies of any claim for reimbursement.
 4. Fails to meet standards of performance outlined in this Agreement.
 5. Breaches any material provision of this Agreement.
- C. **FOR CONVENIENCE.** This Agreement may be terminated for convenience by mutual consent of the **Parties** for any reason not defined as "default." **MaineDOT** shall notify the **City** through a written Notice of Termination for Convenience, with the following conditions:
1. If termination is other than for default by the **City**, the **City** shall be reimbursed for federally eligible work or service performed until the effective termination date. The **City's** share of costs incurred by **MaineDOT** staff in the development and oversight of the **Project** shall be deducted from amounts due to the **City** in accordance with Article 3.C, "MaineDOT Costs."
 2. All **Project** records shall be turned over to **MaineDOT** within thirty (30) days of the date of the Notice of Termination for Convenience.
 3. All federal and state funds remaining in the **Project** shall be made available to **BACTS** for reprogramming once the **Project** is closed out.

ARTICLE 7. EXPIRATION

All provisions of this Agreement – except for Article 4.A (records), Article 5.B (indemnification) and Article 5.C (confidentiality) – shall expire upon satisfactory completion of the terms of this Agreement or **four (4) years** from the final day of the month in which this Agreement was fully executed, whichever occurs first. The provisions of Article 5.B and Article 5.C shall remain in full effect until terminated in writing by the **Parties** or negated by law.

ARTICLE 8. DEBARMENT

- A. By signing this Agreement, the **City** certifies to the best of its knowledge and belief that it and its officers, agents and employees associated with the **Project** are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal or state agency. If the **City** is unable to certify to this statement, it shall attach an explanation to this Agreement. For the term of this Agreement, the **City** shall notify **MaineDOT** promptly if it or any of its officers, agents and employees associated with the **Project** is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal or state agency.
- B. The **City** agrees that it shall not hire an outside entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state agency.
- C. The **City** agrees that if it contracts with an outside entity, that entity and its principals shall certify that they:
1. Have not within a 3-year period preceding the date of such contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with the following: a.) obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; b.) violating federal or state antitrust statutes; and c.) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

2. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1 of this section; and
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.

ARTICLE 9. CONFLICT OF INTEREST

By signing this Agreement, the City agrees that it shall not enter into a contract with any outside entity that has a financial or other interest in the Project or in its outcome, other than the performance of the contract. This prohibition includes, without limitation: a.) any agreement with, or other interest involving, third parties having an interest in the outcome of the Project that is the subject to the contract; b.) any agreement providing incentives or guarantees of future work on the project or related matters; and c.) any interest in real property acquired for the Project unless such real property interest is openly disclosed to MaineDOT before the person or entity entered into the contract.

ARTICLE 10. AGREEMENT APPROVAL

The undersigned municipal representative assures that the City's legislative body has approved the City's entry into this Agreement, has appropriated or authorized use of required matching funds, and has authorized the representative to sign this Agreement.

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

City 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: _____

Federal Funding Accountability and Transparency Act

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

If the Federal portion of the **Project** exceeds \$25,000, an authorized representative from the **City** shall sign this document under (B) below and return it with the **Project Agreement**. Additionally, the **City** shall provide the following information, *if applicable*:

A) The total compensation and names of the top five officers if:

- More than 80% of the **City's** annual gross revenues are from the U.S. Federal Government; and
- Those revenues are greater than \$25 million annually; and
- Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

B) Legal name and DUNS[®] number on file with the Central Contractor Registration (CCR):

City of Bangor, Maine	07-173-9692
Sign and Print Legal CCR Name	DUNS [®] Number

Authorized Representative: _____
Catherine M. Conlow, City Manager

Attachment 2, City of Bangor

**The United States Department of Transportation (U.S. DOT)
FHWA STANDARD TITLE VI/NONDISCRIMINATION ASSURANCES**

DOT Order No. 1050.2A

The City of Bangor (herein referred to as the "Recipient") **AGREES THAT**, as a condition of receiving Federal financial assistance from the U.S. Department of Transportation (DOT) through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation--Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory citations hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from the U.S. DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its federally assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

The City of Bangor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

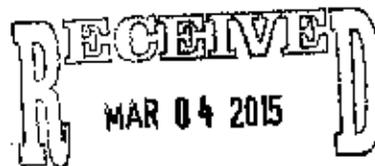
3. **The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.**
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any subrecipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to the FHWA, or their designees in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in it programs. The person signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

DATED 2-25-2015

By Catherine M. Conlow
Catherine M. Conlow, City Manager
City of Bangor



Encl.: Appendices A, and C, D, and E

APPENDIX A TO THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration**, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration**, may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration**, may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E TO THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. §324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

COUNCIL ACTION

Item No. 15-125

Date: April 13, 2015

Item/Subject: ORDER, Authorizing Execution of Agreement for Maine Department of Transportation Local Project – WIN 018640.00, Resurfacing a Portion of Union Street

Responsible Department: Engineering

Commentary: This order would authorize the City Manager to execute a Local Project Agreement with the Maine Department of Transportation for design and construction work for a mill and fill treatment on a portion of Union Street (Route 222) starting at Griffin Road and ending at Vermont Avenue.

The Maine Department of Transportation has approved federal and state funds in an amount not to exceed \$830,503.00 which includes a Federal share of \$664,402.40 or 80% of construction costs, State share of \$83,050.30 or 10% of construction costs, and a City share of funding of \$83,050.30 or 10% of construction costs. As part of that project, the City would need to enter into a local project agreement with the Maine Department of Transportation which have been reviewed and recommended for approval by the Infrastructure Committee at its March 24, 2015 meeting.

John Theriault, City Engineer
Department Head

Manager's Comments:

William L. ...
City Manager

Associated Information: Councilor Order and Agreement

Budget Approval:

William L. ...
Finance Director

Legal Approval:

Paul ...
City Solicitor

Introduced for
 Passage CONSENT
 First Reading
 Referral

Page of

15-125
APRIL 13, 2015



Assigned to Councilor Faircloth

CITY OF BANGOR

(TITLE.) ORDER, Authorizing the Execution of Agreement for Maine Department of Transportation Local Project – WIN #018640.00, Resurfacing of a Portion of Union Street

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 – Resurfacing of a Portion of Union Street, WIN# 018640.00

Copy of the agreement is attached.



<i>MaineDOT use only</i>	
TEDOCS #:	_____
AMS ID #:	_____
CSN:	_____
PROGRAM:	<i>Multimodal (OUC 57000)</i>

MAINE DEPARTMENT OF TRANSPORTATION Locally Administered Project Agreement

With the
City of Bangor
Regarding

Resurfacing of a portion of Union Street: WIN 018640.00

<i>(MaineDOT Use Only)</i>	
Total Project Amount: <u>\$830,503.00</u>	MaineDOT WIN: <u>018640.00</u>
Federal Award Amount: <u>\$664,402.40 (80%)</u>	Federal Project Number: <u>STP-1864(000)</u>
State Match: <u>\$83,050.30 (10%)</u>	Federal Authorization Date: _____
Municipal Match: <u>\$83,050.30 (10%)</u>	Sub-recipient's Vendor ID: <u>VC1000007010</u>
Effective Date: _____	Sub-recipient's DUNS® Number: <u>07-173-9692</u>
Expiration Date: _____	CFDA # <u>20.205: Highway Planning & Construction</u>

This subaward agreement for a federal-aid project is made between the Maine Department of Transportation, a Maine State Government agency headquartered at 24 Child Street in Augusta, Maine ("MaineDOT,") and the City of Bangor, a municipal corporation and body politic with its principal offices at 73 Harlow Street in Bangor, Maine ("the City.") MaineDOT and the City are collectively referred to as "the Parties."

This Agreement contains the following attachments:

1. Federal Funding Accountability and Transparency Act (*signature required*);
2. Federal Title VI Assurances.

WHEREAS, the work described herein was selected for the **MaineDOT 2015-2017 Work Plan** by the Bangor Area Comprehensive Transportation System, the metropolitan planning organization for the Bangor Urbanized Area, with its administrative offices located at 12 Acme Road, Suite 102, in Brewer, Maine ("BACTS"); and

WHEREAS, **MaineDOT** approved the City's request to administer the project at the local level.

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

ARTICLE 1. PROJECT OVERVIEW

- A. **SCOPE OF WORK:** Preliminary engineering and construction work for a mill-and-fill treatment on 0.82 mile of Union Street (Route 222) starting at Griffin Road and ending at Vermont Avenue ("the Project.") Any substantial change to this scope of work shall require approval from **BACTS** and **MaineDOT** to be eligible for federal and state funding.
- B. **FUNDING.** The estimated total cost of the **Project** is eight hundred thirty thousand five hundred three dollars (**\$830,503**) to be shared at the rates and terms described in Article 3.

- C. **ROLE OF CITY.** The **City** shall take the lead in developing the **Project** and assign a full-time municipal employee with certification from **MaineDOT** to be in responsible charge of the **Project**. At all times, this Local Project Administrator shall follow the policies and procedures in the latest edition of **MaineDOT's Local Project Administration Manual**.
- D. **ROLE OF MAINEDOT.** **MaineDOT** will assign a Project Manager to carry out the State's responsibilities regarding the **Project**. This person or his/her designee will have the authority to request design changes to meet applicable laws and design standards; accept or reject any invoice; review construction activities to ensure compliance with contract documents; and take all other action necessary to ensure the proper performance of this agreement.

ARTICLE 2. PROJECT DEVELOPMENT

- A. **AUTHORIZATION.** The **City** shall receive Authorization to Proceed from **MaineDOT** before starting work or executing a contract for services. All municipal costs incurred before such authorization is given shall be ineligible for reimbursement.
- B. **KICKOFF.** Before starting work, the **City** shall review with **MaineDOT's** Project Manager the scope of work, estimated cost, schedule, and legal requirements for the **Project**. If necessary, the **City** shall provide an updated schedule and cost estimate within a reasonable timeframe.
- C. **PROGRESS REPORTS.** The **City** shall provide **MaineDOT** with monthly progress reports for the duration of the **Project** listing tasks completed, any changes in staffing, and any issues that could affect the schedule.
- D. **CONSULTANT SERVICES.** The **City** may contract for consultant engineering services as necessary to develop and oversee the **Project**. In doing so, the **City** shall:
1. Use qualifications-based selection pursuant to federal regulation 23 CFR, Part 172.
 2. Obtain the **MaineDOT** Project Manager's written approval before awarding any contract.
 3. Ensure that "Consultant General Conditions for Local Public Agencies" govern all work, including insertion of Form FHWA-1273 and Civil Rights Assurances into every contract.
 4. Obtain **MaineDOT's** written approval before modifying any contract. **MaineDOT** reserves the right not to reimburse the **City** for work covered by a modification executed without prior approval or for work performed before the effective date of a modification.
- E. **DESIGN.** All design plans, specifications, estimates and contract documents shall be developed in accordance with the latest versions of **MaineDOT's Highway Design Guide** and **Standard Specifications (2014)**, as follows:
1. The **City** shall submit a preliminary design report (PDR), if applicable, and the final plans, specifications and estimate (PS&E) package to **MaineDOT** for review and comment.
 2. The **City** shall address to **MaineDOT's** satisfaction any changes requested or concerns expressed before the **Project** may be advertised for construction.
 3. Advertising for construction bids or moving to the construction stage without **MaineDOT's** written authorization shall render the **Project** ineligible for federal and state funding.

- F. **QUALITY CONTROL.** The **City** shall be responsible for the quality of the design plans, specifications and estimates for the **Project** using a documented quality-control process. Acceptance of the final PS&E package by **MaineDOT** shall not relieve the **City** of responsibility for the quality of the engineering documents for the **Project**.
- G. **PUBLIC PARTICIPATION.** The **City** shall provide opportunity for the public and all abutters to learn about the **Project** and express concerns, using a public process that is appropriate for the scope of work and acceptable to the **MaineDOT** Project Manager. Documentation and a public process certification (Letter 16) shall be submitted to **MaineDOT** with the final PS&E package.
- H. **ENVIRONMENTAL PROCESS.** The **City** or its contracted 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 **City** shall obtain all approvals, permits and licenses needed for the **Project**. Copies shall be submitted to **MaineDOT** with an environmental certification (Letter 12) with the final PS&E package.
- J. **UTILITIES.** The **City** shall coordinate the **Project** with all utilities and submit documentation to **MaineDOT** with a utility certification (Letter 13) with the final PS&E package. **MaineDOT's** revised Utility Accommodation Rules (October 2014) shall apply to any utility relocations.
- K. **RIGHT OF WAY.** If applicable, **MaineDOT** will acquire any rights necessary to construct and maintain the **Project**.
- L. **FORCE ACCOUNT.** If the **City** intends to construct the **Project** with its municipal work force or to furnish materials for the **Project**, the **City** shall obtain **MaineDOT's** written authorization before proceeding. If so authorized to use a "force account" process, the **City** shall comply with the applicable regulations – 23 CFR, Parts 635.201 to 635.205.
- M. **SOLICITATION OF BIDS.** Competitive bidding shall be used to hire a contractor unless a "force account" process is authorized. The **City** shall solicit for bids upon **MaineDOT's** written authorization in accordance with the final, approved plans and specifications as follows:
1. The **City** shall follow the procedures in **MaineDOT's** "Standard Specifications" and adhere to all applicable federal requirements, unless otherwise authorized by **MaineDOT**.
 2. The **City** and **MaineDOT** shall have the right to accept or reject the bids submitted.
 3. The **City** shall not award a contract without **MaineDOT's** written approval.
- N. **CONTRACT AWARD.** Upon **MaineDOT's** written approval, the **City** shall award a construction contract to the lowest responsive, responsible bidder as follows:
1. The **City** shall administer the contract for the duration of the **Project**.
 2. Form FHWA-1273 shall be physically incorporated into the contract.
 3. The contract shall specify that the **Project** comply with the latest version of **MaineDOT's** "Standard Specifications" (November 2014) and applicable special provisions.

- O. **CONSTRUCTION.** The **City** shall hold a pre-construction meeting with **MaineDOT**, the contractor, utilities and any other parties involved in or affected by the construction process. During the work, the **City** shall provide the supervision, inspection and documentation necessary to ensure that the **Project** is completed to **MaineDOT's** satisfaction in accordance with the plans, specifications and provisions of the contract, as follows:
1. The **City** shall use procedures acceptable to **MaineDOT** to document the quantity and quality of all construction-related work. The **City** shall provide monthly progress reports and shall retain all documentation as provided under Article 5.A.
 2. The **City** or its contracted consultant shall be responsible for coordinating all materials testing necessary to meet the Minimum Testing Requirements for the **Project**, in compliance with 23 CFR, Part 637, "Quality Assurance Procedures for Construction." Test results shall be provided to **MaineDOT** upon request.
 3. Any contract modification shall be submitted to **MaineDOT** for review and comment before it is executed. **MaineDOT** reserves the right not to reimburse the **City** for work associated with a contract modification executed without **MaineDOT's** prior review.
 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. Upon completion, the **City** shall provide compliance certification that the **Project** was constructed, quantities were measured and documented, and materials were tested in accordance with the approved plans, specifications and provisions of the contract.
- P. **MAINEDOT OVERSIGHT.** **MaineDOT** may inspect construction activities and documentation – and any test materials used – to ensure compliance with the **Project** specifications and construction contract. **MaineDOT** may reject work or materials out of compliance and may withhold reimbursement to the **City** for any such work or materials.

ARTICLE 3. FINANCIAL PROVISIONS

- A. **MAINEDOT SHARE.** **MaineDOT**, using federal and state resources programmed by **BACTS**, will reimburse the **City** for ninety percent (**90%**) of **Project** expenditures incurred that are deemed to be eligible for such funding, up to a maximum reimbursement of seven hundred forty-seven thousand four hundred fifty-two dollars and seventy cents (**\$747,452.70**.)
- B. **LOCAL SHARE.** The **City** shall share in all **Project** expenditures eligible for federal and state funding at the rate of ten percent (**10%**), said share estimated to be eighty-three thousand fifty dollars and thirty cents (**\$83,050.30**.) The **City** shall be responsible for one hundred percent (**100%**) of any costs deemed ineligible for reimbursement and all costs exceeding the maximum amount of this Agreement as outlined in Article 1.B, unless otherwise approved in writing by **BACTS** and **MaineDOT**.
- C. **MAINEDOT COSTS.** All costs incurred by **MaineDOT** staff in developing and overseeing the **Project** shall be paid for out of the **Project**, including but not limited to design reviews, environmental work, utility support, right-of-way support, and construction engineering. The **City** shall share in these costs commensurate with its overall portion of the **Project**. **MaineDOT** will reconcile these costs upon completion of the **Project** and shall deduct the **City's** share from the final invoice payment to the **City**.

- D. REIMBURSEMENT. The City may invoice **MaineDOT** periodically for the federal and state shares of **Project** expenditures deemed eligible for such funding, up to the maximum in Article 3.A. Invoices shall be submitted no more than monthly, subject to these conditions:
1. Invoices shall be submitted on the City's letterhead and reference WIN 018640.00.
 2. Each invoice shall be accompanied by a progress report in accordance with Article 2.C.
 3. Each invoice shall contain an itemized account of expenditures incurred during the period covered by the invoice, consistent with the approved budget for the **Project**. Backup documentation and proof of payment made shall accompany each invoice.
 4. Each invoice shall have an accumulative total and a breakdown of **MaineDOT's** and the City's shares of **Project** costs.
 5. Each invoice shall include a certification from the City that all amounts claimed are correct, due and not claimed previously.
 6. Payment of the final invoice shall be subject to a final inspection of the completed **Project** to determine the acceptability of the work.
 7. **MaineDOT** may withhold reimbursements to the City to recover previous payments for items subsequently deemed to be ineligible for federal or state funding.
- E. REPAYMENT. If the City withdraws its support for the **Project**, leading **MaineDOT** to cancel the **Project** and terminate this Agreement for cause, **MaineDOT** reserves the right to require the City to refund all reimbursements made and to repay **MaineDOT** fully for all **Project** costs incurred. All federal and state funds returned to **MaineDOT** by the City, as well as all federal and state funds remaining in the **Project**, shall be made available to **BACTS** for reprogramming once the **Project** is closed out.
- F. REMAINING FUNDS. Any federal and state funds remaining in the **Project** after payment of the final invoice from the City shall be made available to **BACTS** for reprogramming.

ARTICLE 4. PROJECT RECORDS AND AUDIT

- A. Project records shall consist of all printed or electronic plans, specifications, contracts, reports, notes, or other documents prepared by or for the City. The City shall retain all **Project** records for at least **four (4) years** from the date of **MaineDOT's** acceptance of the final invoice for the **Project**. If any litigation, claim, negotiation or audit has begun before the end of this four (4) year period, all **Project** records shall be kept at least until all action and resolution of all issues arising from it are complete. All records shall be provided to **MaineDOT** upon request after completion or termination of the **Project**.
- B. The City and any consultant or contractor working on its behalf shall allow authorized representatives of the U.S. Government and the State of Maine to inspect and audit **Project** documents at reasonable times. Copies shall be furnished at no cost.
- C. The City shall keep **Project** records in such form as may be easily audited. Audits shall be performed in accordance with generally accepted government auditing standards and Title 2 CFR, Part 200, Subpart F - "Audit Requirements."

ARTICLE 5. GENERAL PROVISIONS

- A. **Governing Laws.** This Agreement shall be construed under the laws of the State of Maine. Additionally, all activities under this Agreement will be subject to applicable federal laws and regulations, including but not limited to Title 23 in the United States Code (USC) for statutory law and Title 23 in the Code of Federal Regulations (CFR) for administrative law, as well as Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- B. **Indemnification.** To the extent permitted by law, the City shall indemnify, defend and hold harmless **MaineDOT**, its officers, agents and employees from all claims, suits or liabilities arising from negligent or wrongful act, error or omission by the City, its officials, employees, agents, consultants or contractors. Nothing herein shall waive any defense, immunity or limitation of liability that may be available to either party 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 engineering estimates of construction costs shall be kept confidential in accordance with the provisions of Maine law (23 MRSA, Section 63.)
- D. **Flow Down.** Contracts between the City and all consultants, contractors or other third parties shall contain or incorporate by reference all applicable provisions of this Agreement.
- E. **Independent Capacity.** The City, its employees, agents, representatives, consultants and contractors shall not act as officers, employees or agents of **MaineDOT**.
- F. **Equal Employment Opportunity.** The City shall adhere to all applicable EEO requirements in the administration of the **Project**, as follows:
1. The City 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 City 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 City 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 City 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 City 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 City's commitment under this Article and shall post copies prominently in places readily available to all such employees and applicants for employment.

4. The **City** 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 and contractor – with the exception of any contract for the purchase of standard commercial supplies or raw materials. To the maximum extent feasible, the **City** or any of its consultants and contractors shall list all suitable employment openings with the Maine Job Service. *This provision shall not apply to employment openings that the **City** or any of its consultants and contractors propose to fill from within their own organizations.*
- G. **Set-Off.** **MaineDOT** shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, without being limited to, the State of Maine's option to withhold for purposes of set-off any payment due to the **City** under this Agreement and any other agreement with **MaineDOT** or any other agency of the State of Maine, including any contract commencing before the effective date of this Agreement. **MaineDOT** shall exercise its set-off rights in accordance with standard state practices including – in case of set-off pursuant to an audit – the finalization of the audit by **MaineDOT** or the State Controller.
- H. **No Assignment Without Approval.** The **City** shall not assign this Agreement to a third party or dispose of this Agreement without specific written consent from **MaineDOT**. In no case shall such action release the **City** from liability under this Agreement.
- I. **Binding Effect.** The **City** and **MaineDOT** shall be bound by the terms of this Agreement. This provision shall apply to the executors of this Agreement, their successors, administrators and legal representatives.

ARTICLE 6. TERMINATION

- A. **FOR CAUSE.** **MaineDOT** may terminate this Agreement for cause in the event of **default** as defined in Section 6.B below. The **City** will have a cure period of fourteen (14) calendar days after receiving a Notice of Default. If the **City** fails to make a good-faith effort to correct all defaults within the cure period, **MaineDOT** may terminate this Agreement upon written Notice of Termination for Cause, with the following conditions:
 1. The **City** and all consultants and contractors working on the **Project** shall cease work immediately – except for work required to protect public health and safety – and turn over to **MaineDOT** all **Project** records within thirty (30) days of the termination date.
 2. If termination is the result of the **City's** failure to correct any occurrence of default, **MaineDOT** reserves the right to recover from the **City** all reimbursements made in accordance with Article 3, "Financial Provisions."
 3. All federal and state funds remaining in the terminated **Project**, as well as any federal and state funds recovered from the **City**, shall be made available to **BACTS** for reprogramming in accordance with Article 3.F, "Remaining Funds."
- B. **GROUNDS FOR DEFAULT.** The **City** shall receive a Notice of Default if the **City**:
 1. Takes any action without approval from **MaineDOT** that leads to cancelation of the **Project** or the loss of eligibility of the **Project** for federal or state funding.
 2. Uses **Project** funds for a purpose other than what is authorized by this Agreement.

3. Misrepresents or falsifies of any claim for reimbursement.
 4. Fails to meet standards of performance outlined in this Agreement.
 5. Breaches any material provision of this Agreement.
- C. FOR CONVENIENCE. This Agreement may be terminated for convenience by mutual consent of the **Parties** for any reason not defined as "default." **MaineDOT** shall notify the **City** through a written Notice of Termination for Convenience, with the following conditions:
1. If termination is other than for default by the **City**, the **City** shall be reimbursed for federally eligible work or service performed until the effective termination date. The **City's** share of costs incurred by **MaineDOT** staff in the development and oversight of the **Project** shall be deducted from amounts due to the **City** in accordance with Article 3.C, "MaineDOT Costs."
 2. All **Project** records shall be turned over to **MaineDOT** within thirty (30) days of the date of the Notice of Termination for Convenience.
 3. All federal and state funds remaining in the **Project** shall be made available to **BACTS** for reprogramming once the **Project** is closed out.

ARTICLE 7. EXPIRATION

All provisions of this Agreement – except for Article 4.A (records), Article 5.B (indemnification) and Article 5.C (confidentiality) – shall expire upon satisfactory completion of the terms of this Agreement or **four (4) years** from the final day of the month in which this Agreement was fully executed, whichever occurs first. The provisions of Article 5.B and Article 5.C shall remain in full effect until terminated in writing by the **Parties** or negated by law.

ARTICLE 8. DEBARMENT

- A. By signing this Agreement, the **City** certifies to the best of its knowledge and belief that it and its officers, agents and employees associated with the **Project** are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal or state agency. If the **City** is unable to certify to this statement, it shall attach an explanation to this Agreement. For the term of this Agreement, the **City** shall notify **MaineDOT** promptly if it or any of its officers, agents and employees associated with the **Project** is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal or state agency.
- B. The **City** agrees that it shall not hire an outside entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state agency.
- C. The **City** agrees that if it contracts with an outside entity, that entity and its principals shall certify that they:
1. Have not within a 3-year period preceding the date of such contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with the following: a.) obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; b.) violating federal or state antitrust statutes; and c.) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

2. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1 of this section; and
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.

ARTICLE 9. CONFLICT OF INTEREST

By signing this Agreement, the City agrees that it shall not enter into a contract with any outside entity that has a financial or other interest in the **Project** or in its outcome, other than the performance of the contract. This prohibition includes, without limitation: a.) any agreement with, or other interest involving, third parties having an interest in the outcome of the **Project** that is the subject to the contract; b.) any agreement providing incentives or guarantees of future work on the project or related matters; and c.) any interest in real property acquired for the **Project** unless such real property interest is openly disclosed to **MaineDOT** before the person or entity entered into the contract.

ARTICLE 10. AGREEMENT APPROVAL

The undersigned municipal representative assures that the City's legislative body has approved the City's entry into this Agreement, has appropriated or authorized use of required matching funds, and has authorized the representative to sign this Agreement.

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

City 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: _____

Federal Funding Accountability and Transparency Act

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

If the Federal portion of the **Project** exceeds \$25,000, an authorized representative from the **City** shall sign this document under (B) below and return it with the **Project Agreement**. Additionally, the **City** shall provide the following information, *if applicable*:

- A) The total compensation and names of the top five officers if:
- More than 80% of the **City's** annual gross revenues are from the U.S. Federal Government; and
 - Those revenues are greater than \$25 million annually; and
 - Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).
- B) Legal name and DUNS[®] number on file with the Central Contractor Registration (CCR):

City of Bangor, Maine	07-173-9692
Sign and Print Legal CCR Name	DUNS [®] Number

Authorized Representative: _____
Catherine M. Conlow, City Manager

Attachment 2, City of Bangor

**The United States Department of Transportation (U.S. DOT)
FHWA STANDARD TITLE VI/NONDISCRIMINATION ASSURANCES**

DOT Order No. 1050.2A

The City of Bangor (herein referred to as the "Recipient") **AGREES THAT**, as a condition of receiving Federal financial assistance from the U.S. Department of Transportation (DOT) through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination in Federally-Assisted Programs Of The Department Of Transportation—Effecuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory citations hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from the U.S. DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its federally assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

The City of Bangor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. **The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.**
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any subrecipients, sub-grantees, contractors, successors, transferees, und/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to the FHWA, or their designees in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in it programs. The person signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

DATED 2-25-2015

By Catherine M. Conlow
Catherine M. Conlow, City Manager
City of Bangor

RECEIVED
MAR 04 2015

Encl.: Appendices A, and C, D, and E

APPENDIX A TO THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration**, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration**, may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration**, may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E TO THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. §324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

COUNCIL ACTION

Item No. 15-126

Date: April 13, 2015

Item/Subject: ORDER, Authorizing Execution of Agreement for Maine Department of Transportation Local Project – WIN 018642.00, Resurfacing a Portion of Union Street

Responsible Department: Engineering

Commentary: This order would authorize the City Manager to execute a Local Project Agreement with the Maine Department of Transportation for design and construction work for a mill and fill treatment on a portion of Union Street (Route 222) starting at Vermont Avenue and extending easterly 0.43 of one mile.

The Maine Department of Transportation has approved federal and state funds in an amount not to exceed \$467,964.00 which includes a Federal share of \$374,371.20 or 80% of construction costs, State share of \$46,796.40 or 10% of construction costs, and a City share of funding of \$46,796.40 or 10% of construction costs. As part of that project, the City would need to enter into a local project agreement with the Maine Department of Transportation which have been reviewed and recommended for approval by the Infrastructure Committee at its March 24, 2015 meeting.

John Theriault, City Engineer
Department Head

Manager's Comments:

Carl M. Locke
City Manager

Associated Information: Councilor Order and Agreement

Budget Approval:

[Signature]
Finance Director

Legal Approval:

[Signature]
City Solicitor

Introduced for
 Passage CONSENT
 First Reading
 Referral

Page of



Assigned to Councilor Graham

CITY OF BANGOR

(TITLE.) ORDER, Authorizing the Execution of Agreement for Maine Department of Transportation Local Project – WIN #018642.00, Resurfacing of a Portion of Union Street

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 – Resurfacing of a Portion of Union Street, WIN# 018642.00

Copy of the agreement is attached.



<i>MaineDOT use only</i>	
TEDOCS #:	_____
AMS ID #:	_____
CSN:	_____
PROGRAM:	<i>Multimodal (OUC 57000)</i>

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

With the
City of Bangor
Regarding

Resurfacing of a portion of Union Street: WIN 018642.00

<i>(MaineDOT Use Only)</i>	
Total Project Amount: \$467,964.00	MaineDOT WIN: 018642.00
Federal Award Amount: \$374,371.20 (80%)	Federal Project Number: NHPP-1864(200)
State Match: \$46,796.40 (10%)	Federal Authorization Date: _____
Municipal Match: \$46,796.40 (10%)	Sub-recipient's Vendor ID: VC1000007010
Effective Date: _____	Sub-recipient's DUNS® Number: 07-173-9692
Expiration Date: _____	CFDA #20.205: Highway Planning & Construction

This subaward agreement for a federal-aid project is between the Maine Department of Transportation, a Maine State Government agency headquartered at 24 Child Street in Augusta, Maine ("MaineDOT,") and the City of Bangor, a municipal corporation and body politic with its principal offices at 73 Harlow Street in Bangor, Maine ("the City.") MaineDOT and the City are collectively referred to as "the Parties."

This Agreement contains the following attachments:

1. Federal Funding Accountability and Transparency Act (*signature required*);
2. Federal Title VI Assurances.

WHEREAS, the work described herein was selected for the MaineDOT 2015-2017 Work Plan by the Bangor Area Comprehensive Transportation System, the metropolitan planning organization for the Bangor Urban Area, with its administrative offices located at 12 Acme Road, Suite 102, in Brewer, Maine ("BACTS"); and

WHEREAS, MaineDOT approved the City's request to administer the project at the local level.

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

ARTICLE 1. PROJECT OVERVIEW

- A. SCOPE OF WORK: Preliminary engineering and construction work for a mill-and-fill treatment on a portion of Union Street (Route 222), starting at Vermont Avenue and extending easterly 0.43 of one mile ("the Project.") Any substantial change to this scope of work shall require approval from BACTS and MaineDOT to be eligible for federal and state funding.
- B. FUNDING. The estimated total cost of the Project is four hundred sixty-seven thousand nine hundred sixty-four dollars (\$467,964) to be shared at the rates and terms described in Article 3.

- C. **ROLE OF CITY.** The City shall take the lead in developing the **Project** and assign a full-time municipal employee with certification from **MaineDOT** to be in responsible charge of the **Project**. At all times, this Local Project Administrator shall follow the policies and procedures in the latest edition of **MaineDOT's Local Project Administration Manual**.
- D. **ROLE OF MAINEDOT.** **MaineDOT** will assign a Project Manager to carry out the State's responsibilities regarding the **Project**. This person or his/her designee will have the authority to request design changes to meet applicable laws and design standards; accept or reject any invoice; review construction activities to ensure compliance with contract documents; and take all other action necessary to ensure the proper performance of this agreement.

ARTICLE 2. PROJECT DEVELOPMENT

- A. **AUTHORIZATION.** The City shall receive Authorization to Proceed from **MaineDOT** before starting work or executing a contract for services. All municipal costs incurred before such authorization is given shall be ineligible for reimbursement.
- B. **KICKOFF.** Before starting work, the City shall review with **MaineDOT's** Project Manager the scope of work, estimated cost, schedule, and legal requirements for the **Project**. If necessary, the City shall provide an updated schedule and cost estimate within a reasonable timeframe.
- C. **PROGRESS REPORTS.** The City shall provide **MaineDOT** with monthly progress reports for the duration of the **Project** listing tasks completed, any changes in staffing, and any issues that could affect the schedule.
- D. **CONSULTANT SERVICES.** The City may contract for consultant engineering services as necessary to develop and oversee the **Project**. In doing so, the City shall:
1. Use qualifications-based selection pursuant to federal regulation 23 CFR, Part 172.
 2. Obtain the **MaineDOT** Project Manager's written approval before awarding any contract.
 3. Ensure that "Consultant General Conditions for Local Public Agencies" govern all work, including insertion of Form FHWA-1273 and Civil Rights Assurances into every contract.
 4. Obtain **MaineDOT's** written approval before modifying any contract. **MaineDOT** reserves the right not to reimburse the City for work covered by a modification executed without prior approval or for work performed before the effective date of a modification.
- E. **DESIGN.** All design plans, specifications, estimates and contract documents shall be developed in accordance with the latest versions of **MaineDOT's Highway Design Guide and Standard Specifications (2014)**, as follows:
1. The City shall submit a preliminary design report (PDR), if applicable, and the final plans, specifications and estimate (PS&E) package to **MaineDOT** for review and comment.
 2. The City shall address to **MaineDOT's** satisfaction any changes requested or concerns expressed before the Project may be advertised for construction.
 3. Advertising for construction bids or moving to the construction stage without **MaineDOT's** written authorization shall render the **Project** ineligible for federal and state funding.

- F. **QUALITY CONTROL.** The **City** shall be responsible for the quality of the design plans, specifications and estimates for the **Project** using a documented quality-control process. Acceptance of the final PS&E package by **MaineDOT** shall not relieve the **City** of responsibility for the quality of the engineering documents for the **Project**.
- G. **PUBLIC PARTICIPATION.** The **City** shall provide opportunity for the public and all abutters to learn about the **Project** and express concerns, using a public process that is appropriate for the scope of work and acceptable to the **MaineDOT** Project Manager. Documentation and a public process certification (Letter 16) shall be submitted to **MaineDOT** with the final PS&E package.
- H. **ENVIRONMENTAL PROCESS.** The **City** or its contracted 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 **City** shall obtain all approvals, permits and licenses needed for the **Project**. Copies shall be submitted to **MaineDOT** with an environmental certification (Letter 12) with the final PS&E package.
- J. **UTILITIES.** The **City** shall coordinate the **Project** with all utilities and submit documentation to **MaineDOT** with a utility certification (Letter 13) with the final PS&E package. **MaineDOT's** revised Utility Accommodation Rules (October 2014) shall apply to any utility relocations.
- K. **RIGHT OF WAY.** If applicable, **MaineDOT** will acquire any rights necessary to construct and maintain the **Project**.
- L. **FORCE ACCOUNT.** If the **City** intends to construct the **Project** with its municipal work force or to furnish materials for the **Project**, the **City** shall obtain **MaineDOT's** written authorization before proceeding. If so authorized to use a "force account" process, the **City** shall comply with the applicable regulations – 23 CFR, Parts 635.201 to 635.205.
- M. **SOLICITATION OF BIDS.** Competitive bidding shall be used to hire a contractor unless a "force account" process is authorized. The **City** shall solicit for bids upon **MaineDOT's** written authorization in accordance with the final, approved plans and specifications as follows:
1. The **City** shall follow the procedures in **MaineDOT's** "Standard Specifications" and adhere to all applicable federal requirements, unless otherwise authorized by **MaineDOT**.
 2. The **City** and **MaineDOT** shall have the right to accept or reject the bids submitted.
 3. The **City** shall not award a contract without **MaineDOT's** written approval.
- N. **CONTRACT AWARD.** Upon **MaineDOT's** written approval, the **City** shall award a construction contract to the lowest responsive, responsible bidder as follows:
1. The **City** shall administer the contract for the duration of the **Project**.
 2. Form FHWA-1273 shall be physically incorporated into the contract.
 3. The contract shall specify that the **Project** comply with the latest version of **MaineDOT's** "Standard Specifications" (November 2014) and applicable special provisions.

- O. **CONSTRUCTION.** The City shall hold a pre-construction meeting with **MaineDOT**, the contractor, utilities and any other parties involved in or affected by the construction process. During the work, the City shall provide the supervision, inspection and documentation necessary to ensure that the Project is completed to **MaineDOT's** satisfaction in accordance with the plans, specifications and provisions of the contract, as follows:
1. The City shall use procedures acceptable to **MaineDOT** to document the quantity and quality of all construction-related work. The City shall provide monthly progress reports and shall retain all documentation as provided under Article 5.A.
 2. The City or its contracted consultant shall be responsible for coordinating all materials testing necessary to meet the Minimum Testing Requirements for the Project, in compliance with 23 CFR, Part 637, "Quality Assurance Procedures for Construction." Test results shall be provided to **MaineDOT** upon request.
 3. Any contract modification shall be submitted to **MaineDOT** for review and comment before it is executed. *MaineDOT reserves the right not to reimburse the City for work associated with a contract modification executed without **MaineDOT's** prior review.*
 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. Upon completion, the City shall provide compliance certification that the Project was constructed, quantities were measured and documented, and materials were tested in accordance with the approved plans, specifications and provisions of the contract.
- P. **MAINEDOT OVERSIGHT.** **MaineDOT** may inspect construction activities and documentation – and any test materials used – to ensure compliance with the Project specifications and construction contract. **MaineDOT** may reject work or materials out of compliance and may withhold reimbursement to the City for any such work or materials.

ARTICLE 3. FINANCIAL PROVISIONS

- A. **MAINEDOT SHARE.** **MaineDOT**, using federal and state resources programmed by **BACTS**, will reimburse the City for ninety percent (90%) of Project expenditures incurred that are deemed to be eligible for such funding, up to a maximum reimbursement of four hundred twenty-one thousand one hundred sixty-seven dollars and sixty cents (**\$421,167.60.**)
- B. **LOCAL SHARE.** The City shall share in all Project expenditures eligible for federal and state funding at the rate of ten percent (10%), said share estimated to be forty-six thousand seven hundred ninety-six dollars and forty cents (**\$46,796.40.**) The City shall be responsible for one hundred percent (100%) of any costs deemed ineligible for reimbursement and all costs exceeding the maximum amount of this Agreement as outlined in Article 1.B, unless otherwise approved in writing by **BACTS** and **MaineDOT**.
- C. **MAINEDOT COSTS.** All costs incurred by **MaineDOT** staff in developing and overseeing the Project shall be paid for out of the Project, including but not limited to design reviews, environmental work, utility support, right-of-way support, and construction engineering. The City shall share in these costs commensurate with its overall portion of the Project. **MaineDOT** will reconcile these costs upon completion of the Project and shall deduct the City's share from the final invoice payment to the City.

- D. **REIMBURSEMENT.** The City may invoice **MaineDOT** periodically for the federal and state shares of **Project** expenditures deemed eligible for such funding, up to the maximum in Article 3.A. Invoices shall be submitted no more than monthly, subject to these conditions:
1. Invoices shall be submitted on the City's letterhead and reference WIN 018642.00.
 2. Each invoice shall be accompanied by a progress report in accordance with Article 2.C.
 3. Each invoice shall contain an itemized account of expenditures incurred during the period covered by the invoice, consistent with the approved budget for the **Project**. Backup documentation and proof of payment made shall accompany each invoice.
 4. Each invoice shall have an accumulative total and a breakdown of **MaineDOT's** and the City's shares of **Project** costs.
 5. Each invoice shall include a certification from the City that all amounts claimed are correct, due and not claimed previously.
 6. Payment of the final invoice shall be subject to a final inspection of the completed **Project** to determine the acceptability of the work.
 7. **MaineDOT** may withhold reimbursements to the City to recover previous payments for items subsequently deemed to be ineligible for federal or state funding.
- E. **REPAYMENT.** If the City withdraws its support for the **Project**, leading **MaineDOT** to cancel the **Project** and terminate this Agreement for cause, **MaineDOT** reserves the right to require the City to refund all reimbursements made and to repay **MaineDOT** fully for all **Project** costs incurred. All federal and state funds returned to **MaineDOT** by the City, as well as all federal and state funds remaining in the **Project**, shall be made available to **BACTS** for reprogramming once the **Project** is closed out.
- F. **REMAINING FUNDS.** Any federal and state funds remaining in the **Project** after payment of the final invoice from the City shall be made available to **BACTS** for reprogramming.

ARTICLE 4. PROJECT RECORDS AND AUDIT

- A. **Project** records shall consist of all printed or electronic plans, specifications, contracts, reports, notes, or other documents prepared by or for the City. The City shall retain all **Project** records for at least **four (4) years** from the date of **MaineDOT's** acceptance of the final invoice for the **Project**. If any litigation, claim, negotiation or audit has begun before the end of this four (4) year period, all **Project** records shall be kept at least until all action and resolution of all issues arising from it are complete. All records shall be provided to **MaineDOT** upon request after completion or termination of the **Project**.
- B. The City and any consultant or contractor working on its behalf shall allow authorized representatives of the U.S. Government and the State of Maine to inspect and audit **Project** documents at reasonable times. Copies shall be furnished at no cost.
- C. The City shall keep **Project** records in such form as may be easily audited. Audits shall be performed in accordance with generally accepted government auditing standards and Title 2 CFR, Part 200, Subpart F - "Audit Requirements."

ARTICLE 5. GENERAL PROVISIONS

- A. **Governing Laws.** This Agreement shall be construed under the laws of the State of Maine. Additionally, all activities under this Agreement will be subject to applicable federal laws and regulations, including but not limited to Title 23 in the United States Code (USC) for statutory law and Title 23 in the Code of Federal Regulations (CFR) for administrative law, as well as Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- B. **Indemnification.** To the extent permitted by law, the City shall indemnify, defend and hold harmless **MaineDOT**, its officers, agents and employees from all claims, suits or liabilities arising from negligent or wrongful act, error or omission by the City, its officials, employees, agents, consultants or contractors. Nothing herein shall waive any defense, immunity or limitation of liability that may be available to either party 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 engineering estimates of construction costs shall be kept confidential in accordance with the provisions of Maine law (23 MRSA, Section 63.)
- D. **Flow Down.** Contracts between the City and all consultants, contractors or other third parties shall contain or incorporate by reference all applicable provisions of this Agreement.
- E. **Independent Capacity.** The City, its employees, agents, representatives, consultants and contractors shall not act as officers, employees or agents of **MaineDOT**.
- F. **Equal Employment Opportunity.** The City shall adhere to all applicable EEO requirements in the administration of the Project, as follows:
1. The City 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 City 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 City 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 City 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 City 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 City's commitment under this Article and shall post copies prominently in places readily available to all such employees and applicants for employment.

4. The City 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 and contractor – with the exception of any contract for the purchase of standard commercial supplies or raw materials. To the maximum extent feasible, the City or any of its consultants and contractors shall list all suitable employment openings with the Maine Job Service. *This provision shall not apply to employment openings that the City or any of its consultants and contractors propose to fill from within their own organizations.*
- G. **Set-Off.** MaineDOT shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, without being limited to, the State of Maine's option to withhold for purposes of set-off any payment due to the City under this Agreement and any other agreement with MaineDOT or any other agency of the State of Maine, including any contract commencing before the effective date of this Agreement. MaineDOT shall exercise its set-off rights in accordance with standard state practices including – in case of set-off pursuant to an audit – the finalization of the audit by MaineDOT or the State Controller.
- H. **No Assignment Without Approval.** The City shall not assign this Agreement to a third party or dispose of this Agreement without specific written consent from MaineDOT. In no case shall such action release the City from liability under this Agreement.
- I. **Binding Effect.** The City and MaineDOT shall be bound by the terms of this Agreement. This provision shall apply to the executors of this Agreement, their successors, administrators and legal representatives.

ARTICLE 6. TERMINATION

- A. **FOR CAUSE.** MaineDOT may terminate this Agreement for cause in the event of default as defined in Section 6.B below. The City will have a cure period of fourteen (14) calendar days after receiving a Notice of Default. If the City fails to make a good-faith effort to correct all defaults within the cure period, MaineDOT may terminate this Agreement upon written Notice of Termination for Cause, with the following conditions:
 1. The City and all consultants and contractors working on the Project shall cease work immediately – except for work required to protect public health and safety – and turn over to MaineDOT all Project records within thirty (30) days of the termination date.
 2. If termination is the result of the City's failure to correct any occurrence of default, MaineDOT reserves the right to recover from the City all reimbursements made in accordance with Article 3, "Financial Provisions."
 3. All federal and state funds remaining in the terminated Project, as well as any federal and state funds recovered from the City, shall be made available to BACTS for reprogramming in accordance with Article 3.F, "Remaining Funds."
- B. **GROUNDS FOR DEFAULT.** The City shall receive a Notice of Default if the City:
 1. Takes any action without approval from MaineDOT that leads to cancelation of the Project or the loss of eligibility of the Project for federal or state funding.
 2. Uses Project funds for a purpose other than what is authorized by this Agreement.

3. Misrepresents or falsifies of any claim for reimbursement.
 4. Fails to meet standards of performance outlined in this Agreement.
 5. Breaches any material provision of this Agreement.
- C. **FOR CONVENIENCE.** This Agreement may be terminated for convenience by mutual consent of the **Parties** for any reason not defined as "default." **MaineDOT** shall notify the **City** through a written Notice of Termination for Convenience, with the following conditions:
1. If termination is other than for default by the **City**, the **City** shall be reimbursed for federally eligible work or service performed until the effective termination date. The **City's** share of costs incurred by **MaineDOT** staff in the development and oversight of the **Project** shall be deducted from amounts due to the **City** in accordance with Article 3.C, "MaineDOT Costs."
 2. All **Project** records shall be turned over to **MaineDOT** within thirty (30) days of the date of the Notice of Termination for Convenience.
 3. All federal and state funds remaining in the **Project** shall be made available to **BACTS** for reprogramming once the **Project** is closed out.

ARTICLE 7. EXPIRATION

All provisions of this Agreement – except for Article 4.A (records), Article 5.B (indemnification) and Article 5.C (confidentiality) – shall expire upon satisfactory completion of the terms of this Agreement or **four (4) years** from the final day of the month in which this Agreement was fully executed, whichever occurs first. The provisions of Article 5.B and Article 5.C shall remain in full effect until terminated in writing by the **Parties** or negated by law.

ARTICLE 8. DEBARMENT

- A. By signing this Agreement, the **City** certifies to the best of its knowledge and belief that it and its officers, agents and employees associated with the **Project** are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal or state agency. If the **City** is unable to certify to this statement, it shall attach an explanation to this Agreement. For the term of this Agreement, the **City** shall notify **MaineDOT** promptly if it or any of its officers, agents and employees associated with the **Project** is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal or state agency.
- B. The **City** agrees that it shall not hire an outside entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state agency.
- C. The **City** agrees that if it contracts with an outside entity, that entity and its principals shall certify that they:
1. Have not within a 3-year period preceding the date of such contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with the following: a.) obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; b.) violating federal or state antitrust statutes; and c.) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

2. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1 of this section; and
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.

ARTICLE 9. CONFLICT OF INTEREST

By signing this Agreement, the City agrees that it shall not enter into a contract with any outside entity that has a financial or other interest in the Project or in its outcome, other than the performance of the contract. This prohibition includes, without limitation: a.) any agreement with, or other interest involving, third parties having an interest in the outcome of the Project that is the subject to the contract; b.) any agreement providing incentives or guarantees of future work on the project or related matters; and c.) any interest in real property acquired for the Project unless such real property interest is openly disclosed to MaineDOT before the person or entity entered into the contract.

ARTICLE 10. AGREEMENT APPROVAL

The undersigned municipal representative assures that the City's legislative body has approved the City's entry into this Agreement, has appropriated or authorized use of required matching funds, and has authorized the representative to sign this Agreement.

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

City 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: _____

Federal Funding Accountability and Transparency Act

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

If the Federal portion of the **Project** exceeds \$25,000, an authorized representative from the **City** shall sign this document under (B) below and return it with the **Project** Agreement. Additionally, the **City** shall provide the following information, *if applicable*:

A) The total compensation and names of the top five officers if:

- More than 80% of the **City's** annual gross revenues are from the U.S. Federal Government; and
- Those revenues are greater than \$25 million annually; and
- Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

B) Legal name and DUNS[®] number on file with the Central Contractor Registration (CCR):

City of Bangor, Maine	07-173-9692
Sign and Print Legal CCR Name	DUNS [®] Number

Authorized Representative: _____
Catherine M. Conlow, City Manager

Attachment 2, City of Bangor

**The United States Department of Transportation (U.S. DOT)
FHWA STANDARD TITLE VI/NONDISCRIMINATION ASSURANCES**

DOT Order No. 1050.2A

The City of Bangor (herein referred to as the "Recipient") AGREES THAT, as a condition of receiving Federal financial assistance from the U.S. Department of Transportation (DOT) through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination in Federally-Assisted Programs Of The Department Of Transportation --Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory citations hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from the U.S. DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its federally assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

The City of Bangor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. **The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.**
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any subrecipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to the FHWA, or their designees in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in it programs. The person signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

DATED 2-25-2015

By Catherine M. Conlow
Catherine M. Conlow, City Manager
City of Bangor

RECEIVED
MAR 04 2015

Encl.: Appendices A, and C, D, and E

APPENDIX A TO THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration**, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration**, may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration**, may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E TO THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. §324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

COUNCIL ACTION

Item No. 15-127

Date: April 13, 2015

Item/Subject: ORDER, Authorizing Execution of Agreement for Maine Department of Transportation Local Project – WIN 018645.00, Independence Street and Water Street Traffic Signal Improvements

Responsible Department: Engineering

Commentary: This order would authorize the City Manager to execute a Local Project Agreement with the Maine Department of Transportation for preliminary engineering and construction work for traffic signal improvements at the intersection of Independence Street and Water Street.

The Maine Department of Transportation has approved federal and state funds in an amount not to exceed \$262,543.00 which includes a Federal share of \$210,034.40 or 80% of construction costs, State share of \$26,254.30 or 10% of construction costs, and a City share of funding of \$26,254.30 or 10% of construction costs. As part of that project, the City would need to enter into a local project agreement with the Maine Department of Transportation which have been reviewed and recommended for approval by the Infrastructure Committee at its March 24, 2015 meeting.

John Theriault, City Engineer
Department Head

Manager's Comments:

Carl M. Coe
City Manager

Associated Information: Councilor Order and Agreement

Budget Approval:

Debra S.
Finance Director

Legal Approval:

Paul
City Solicitor

Introduced for
 Passage CONSENT
 First Reading
 Referral

Page of

15-127
APRIL 13, 2015



Assigned to Councilor Sprague

CITY OF BANGOR

(TITLE.) ORDER, Authorizing the Execution of Agreement for Maine Department of Transportation Local Project – WIN #018645.00, Independence Street and Water Street Traffic Signal 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 – Independence Street and Water Street Traffic Signal Improvements, WIN# 018645.00

Copy of the agreement is attached.



<i>MaineDOT use only</i>	
TEDOCS #:	_____
AMS ID #:	_____
CSN:	_____
PROGRAM:	<u>Multimodal (OUC 57000)</u>

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

With the
City of Bangor

Regarding

Traffic Signal Improvements at Independence Street and Water Street

<i>(MaineDOT Use Only)</i>	
Total Project Amount: <u>\$262,543.00</u>	MaineDOT WIN: <u>018645.00</u>
Federal Award Amount: <u>\$210,034.40 (80%)</u>	Federal Project Number: <u>NHPP-1864(500)</u>
State Match: <u>\$26,254.30 (10%)</u>	Federal Authorization Date: _____
Municipal Match: <u>\$26,254.30 (10%)</u>	Sub-recipient's Vendor ID: <u>VC1000007010</u>
Effective Date: _____	Sub-recipient's DUNS [®] Number: <u>07-173-9692</u>
Expiration Date: _____	CFDA #20.205: <u>Highway Planning & Construction</u>

This subaward agreement for a federal-aid project is made between the Maine Department of Transportation, a Maine State Government agency headquartered at 24 Child Street in Augusta, Maine ("MaineDOT,") and the City of Bangor, a municipal corporation and body politic with its principal offices at 73 Harlow Street in Bangor, Maine ("the City.") MaineDOT and the City are collectively referred to as "the Parties."

This Agreement contains the following attachments:

1. Federal Funding Accountability and Transparency Act (*signature required*);
2. Terms of Operation and Maintenance of Traffic Signals;
3. Federal Title VI Assurances.

WHEREAS, the work described herein was selected for the MaineDOT 2015-2017 Work Plan by the Bangor Area Comprehensive Transportation System, the metropolitan planning organization for the Bangor Urbanized Area, with its administrative offices located at 12 Acme Road, Suite 102, in Brewer, Maine ("BACTS"); and

WHEREAS, MaineDOT approved the City's request to administer the project at the local level.

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

ARTICLE 1. PROJECT OVERVIEW

- A. SCOPE OF WORK: Preliminary engineering and construction work for traffic signal improvements at the intersection of Independence Street and Water Street ("the Project.") Any substantial change to this scope of work shall require approval from BACTS and MaineDOT to be eligible for federal and state funding.
- B. FUNDING. The estimated total cost of the Project is two hundred sixty-two thousand five hundred forty-three dollars (\$262,543) to be shared at the rates and terms in Article 3.

- C. **ROLE OF CITY.** The City shall take the lead in developing the Project and assign a full-time municipal employee with certification from **MaineDOT** to be in responsible charge of the Project. At all times, this Local Project Administrator shall follow the policies and procedures in the latest edition of **MaineDOT's Local Project Administration Manual**.
- D. **ROLE OF MAINEDOT.** **MaineDOT** will assign a Project Manager to carry out the State's responsibilities regarding the Project. This person or his/her designee will have the authority to request design changes to meet applicable laws and design standards; accept or reject any invoice; review construction activities to ensure compliance with contract documents; and take all other action necessary to ensure the proper performance of this agreement.

ARTICLE 2. PROJECT DEVELOPMENT

- A. **AUTHORIZATION.** The City shall receive Authorization to Proceed from **MaineDOT** before starting work or executing a contract for services. All municipal costs incurred before such authorization is given shall be ineligible for reimbursement.
- B. **KICKOFF.** Before starting work, the City shall review with **MaineDOT's** Project Manager the scope of work, estimated cost, schedule, and legal requirements for the Project. If necessary, the City shall provide an updated schedule and cost estimate within a reasonable timeframe.
- C. **PROGRESS REPORTS.** The City shall provide **MaineDOT** with monthly progress reports for the duration of the Project listing tasks completed, any changes in staffing, and any issues that could affect the schedule.
- D. **CONSULTANT SERVICES.** The City may contract for consultant engineering services as necessary to develop and oversee the Project. In doing so, the City shall:
1. Use qualifications-based selection pursuant to federal regulation 23 CFR, Part 172.
 2. Obtain the **MaineDOT** Project Manager's written approval before awarding any contract.
 3. Ensure that "Consultant General Conditions for Local Public Agencies" govern all work, including insertion of Form FHWA-1273 and Civil Rights Assurances into every contract.
 4. Obtain **MaineDOT's** written approval before modifying any contract. **MaineDOT** reserves the right not to reimburse the City for work covered by a modification executed without prior approval or for work performed before the effective date of a modification.
- E. **DESIGN.** All design plans, specifications, estimates and contract documents shall be developed in accordance with the latest versions of **MaineDOT's Highway Design Guide** and **Standard Specifications (2014)**, as follows:
1. The City shall submit a preliminary design report (PDR), if applicable, and the final plans, specifications and estimate (PS&E) package to **MaineDOT** for review and comment.
 2. The City shall address to **MaineDOT's** satisfaction any changes requested or concerns expressed before the Project may be advertised for construction.
 3. Advertising for construction bids or moving to the construction stage without **MaineDOT's** written authorization shall render the Project ineligible for federal and state funding.

- F. **QUALITY CONTROL.** The **City** shall be responsible for the quality of the design plans, specifications and estimates for the **Project** using a documented quality-control process. Acceptance of the final PS&E package by **MaineDOT** shall not relieve the **City** of responsibility for the quality of the engineering documents for the **Project**.
- G. **PUBLIC PARTICIPATION.** The **City** shall provide opportunity for the public and all abutters to learn about the **Project** and express concerns, using a public process that is appropriate for the scope of work and acceptable to the **MaineDOT** Project Manager. Documentation and a public process certification (Letter 16) shall be submitted to **MaineDOT** with the final PS&E package.
- H. **ENVIRONMENTAL PROCESS.** The **City** or its contracted 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 **City** shall obtain all approvals, permits and licenses needed for the **Project**. Copies shall be submitted to **MaineDOT** with an environmental certification (Letter 12) with the final PS&E package.
- J. **UTILITIES.** The **City** shall coordinate the **Project** with all utilities and submit documentation to **MaineDOT** with a utility certification (Letter 13) with the final PS&E package. **MaineDOT's** revised Utility Accommodation Rules (October 2014) shall apply to any utility relocations.
- K. **RIGHT OF WAY.** If applicable, **MaineDOT** will acquire any rights necessary to construct and maintain the **Project**.
- L. **FORCE ACCOUNT.** If the **City** intends to construct the **Project** with its municipal work force or to furnish materials for the **Project**, the **City** shall obtain **MaineDOT's** written authorization before proceeding. If so authorized to use a "force account" process, the **City** shall comply with the applicable regulations – 23 CFR, Parts 635.201 to 635.205.
- M. **SOLICITATION OF BIDS.** Competitive bidding shall be used to hire a contractor unless a "force account" process is authorized. The **City** shall solicit for bids upon **MaineDOT's** written authorization in accordance with the final, approved plans and specifications as follows:
1. The **City** shall follow the procedures in **MaineDOT's** "Standard Specifications" and adhere to all applicable federal requirements, unless otherwise authorized by **MaineDOT**.
 2. The **City** and **MaineDOT** shall have the right to accept or reject the bids submitted.
 3. The **City** shall not award a contract without **MaineDOT's** written approval.
- N. **CONTRACT AWARD.** Upon **MaineDOT's** written approval, the **City** shall award a construction contract to the lowest responsive, responsible bidder as follows:
1. The **City** shall administer the contract for the duration of the **Project**.
 2. Form FHWA-1273 shall be physically incorporated into the contract.
 3. The contract shall specify that the **Project** comply with the latest version of **MaineDOT's** "Standard Specifications" (November 2014) and applicable special provisions.

- O. **CONSTRUCTION.** The City shall hold a pre-construction meeting with MaineDOT, the contractor, utilities and any other parties involved in or affected by the construction process. During the work, the City shall provide the supervision, inspection and documentation necessary to ensure that the Project is completed to MaineDOT's satisfaction in accordance with the plans, specifications and provisions of the contract, as follows:
1. The City shall use procedures acceptable to MaineDOT to document the quantity and quality of all construction-related work. The City shall provide monthly progress reports and shall retain all documentation as provided under Article 5.A.
 2. The City or its contracted consultant shall be responsible for coordinating all materials testing necessary to meet the Minimum Testing Requirements for the Project, in compliance with 23 CFR, Part 637, "Quality Assurance Procedures for Construction." Test results shall be provided to MaineDOT upon request.
 3. Any contract modification shall be submitted to MaineDOT for review and comment before it is executed. *MaineDOT reserves the right not to reimburse the City for work associated with a contract modification executed without MaineDOT's prior review.*
 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. Upon completion, the City shall provide compliance certification that the Project was constructed, quantities were measured and documented, and materials were tested in accordance with the approved plans, specifications and provisions of the contract.
- P. **MAINEDOT OVERSIGHT.** MaineDOT may inspect construction activities and documentation – and any test materials used – to ensure compliance with the Project specifications and construction contract. MaineDOT may reject work or materials out of compliance and may withhold reimbursement to the City for any such work or materials.
- O. **MAINTENANCE.** Upon completion, the Municipality shall operate and maintain the improvements under the terms of Attachment 2 to this Agreement, "Operation and Maintenance of Traffic Signals."

ARTICLE 3. FINANCIAL PROVISIONS

- A. **MAINEDOT SHARE.** MaineDOT, using federal and state resources programmed by BACTS, will reimburse the City for ninety percent (90%) of Project expenditures that are deemed to be eligible for such funding, up to a maximum reimbursement of two hundred thirty-six thousand two hundred eighty-eight dollars and seventy cents (\$236,288.70.)
- B. **LOCAL SHARE.** The City shall share in all Project expenditures eligible for federal and state funding at the rate of ten percent (10%), said share estimated to be twenty-six thousand two hundred fifty-four dollars and thirty cents (\$26,254.30.) The City shall be responsible for one hundred percent (100%) of any costs deemed ineligible for reimbursement and all costs exceeding the maximum amount of this Agreement as outlined in Article 1.B, unless otherwise approved in writing by BACTS and MaineDOT.

- C. **MAINEDOT COSTS.** All costs incurred by **MaineDOT** staff in developing and overseeing the **Project** shall be paid for out of the **Project**, including but not limited to design reviews, environmental work, utility support, right-of-way support, and construction engineering. The **City** shall share in these costs commensurate with its overall portion of the **Project**. **MaineDOT** will reconcile these costs upon completion of the **Project** and shall deduct the **City's** share from the final invoice payment to the **City**.
- D. **REIMBURSEMENT.** The **City** may invoice **MaineDOT** periodically for the federal and state shares of **Project** expenditures deemed eligible for such funding, up to the maximum in Article 3.A. Invoices shall be submitted no more than monthly, subject to these conditions:
1. Invoices shall be submitted on the **City's** letterhead and reference WIN 018645.00.
 2. Each invoice shall be accompanied by a progress report in accordance with Article 2.C.
 3. Each invoice shall contain an itemized account of expenditures incurred during the period covered by the invoice, consistent with the approved budget for the **Project**. Backup documentation and proof of payment made shall accompany each invoice.
 4. Each invoice shall have an accumulative total and a breakdown of **MaineDOT's** and the **City's** shares of **Project** costs.
 5. Each invoice shall include a certification from the **City** that all amounts claimed are correct, due and not claimed previously.
 6. Payment of the final invoice shall be subject to a final inspection of the completed **Project** to determine the acceptability of the work.
 7. **MaineDOT** may withhold reimbursements to the **City** to recover previous payments for items subsequently deemed to be ineligible for federal or state funding.
- E. **REPAYMENT.** If the **City** withdraws its support for the **Project**, leading **MaineDOT** to cancel the **Project** and terminate this Agreement for cause, **MaineDOT** reserves the right to require the **City** to refund all reimbursements made and to repay **MaineDOT** fully for all **Project** costs incurred. All federal and state funds returned to **MaineDOT** by the **City**, as well as all federal and state funds remaining in the **Project**, shall be made available to **BACTS** for reprogramming once the **Project** is closed out.
- F. **REMAINING FUNDS.** Any federal and state funds remaining in the **Project** after payment of the final invoice from the **City** shall be made available to **BACTS** for reprogramming.

ARTICLE 4. PROJECT RECORDS AND AUDIT

- A. **Project** records shall consist of all printed or electronic plans, specifications, contracts, reports, notes, or other documents prepared by or for the **City**. The **City** shall retain all **Project** records for at least **four (4) years** from the date of **MaineDOT's** acceptance of the final invoice for the **Project**. If any litigation, claim, negotiation or audit has begun before the end of this four (4) year period, all **Project** records shall be kept at least until all action and resolution of all issues arising from it are complete. All records shall be provided to **MaineDOT** upon request after completion or termination of the **Project**.

- B. The City and any consultant or contractor working on its behalf shall allow authorized representatives of the U.S. Government and the State of Maine to inspect and audit Project documents at reasonable times. Copies shall be furnished at no cost.
- C. The City shall keep Project records in such form as may be easily audited. Audits shall be performed in accordance with generally accepted government auditing standards and Title 2 CFR, Part 200, Subpart F - "Audit Requirements."

ARTICLE 5. GENERAL PROVISIONS

- A. Governing Laws. This Agreement shall be construed under the laws of the State of Maine. Additionally, all activities under this Agreement will be subject to applicable federal laws and regulations, including but not limited to Title 23 in the United States Code (USC) for statutory law and Title 23 in the Code of Federal Regulations (CFR) for administrative law, as well as Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- B. Indemnification. To the extent permitted by law, the City shall indemnify, defend and hold harmless **MaineDOT**, its officers, agents and employees from all claims, suits or liabilities arising from negligent or wrongful act, error or omission by the City, its officials, employees, agents, consultants or contractors. Nothing herein shall waive any defense, immunity or limitation of liability that may be available to either party 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 engineering estimates of construction costs shall be kept confidential in accordance with the provisions of Maine law (23 MRSA, Section 63.)
- D. Flow Down. Contracts between the City and all consultants, contractors or other third parties shall contain or incorporate by reference all applicable provisions of this Agreement.
- E. Independent Capacity. The City, its employees, agents, representatives, consultants and contractors shall not act as officers, employees or agents of **MaineDOT**.
- F. Set-Off. **MaineDOT** shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, without being limited to, the State of Maine's option to withhold for purposes of set-off any payment due to the City under this Agreement and any other agreement with **MaineDOT** or any other agency of the State of Maine, including any contract commencing before the effective date of this Agreement. **MaineDOT** shall exercise its set-off rights in accordance with standard state practices including – in case of set-off pursuant to an audit – the finalization of the audit by **MaineDOT** or the State Controller.
- G. No Assignment Without Approval. The City shall not assign this Agreement to a third party or dispose of this Agreement without specific written consent from **MaineDOT**. In no case shall such action release the City from liability under this Agreement.
- H. Binding Effect. The City and **MaineDOT** shall be bound by the terms of this Agreement. This provision shall apply to the executors of this Agreement, their successors, administrators and legal representatives.

1. **Equal Employment Opportunity.** The **City** shall adhere to all applicable EEO requirements in the administration of the **Project**, as follows:
 1. The **City** 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 **City** 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 **City** 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 **City** 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 **City** 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 **City's** commitment under this Article and shall post copies prominently in places readily available to all such employees and applicants for employment.
 4. The **City** 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 and contractor – with the exception of any contract for the purchase of standard commercial supplies or raw materials. To the maximum extent feasible, the **City** or any of its consultants and contractors shall list all suitable employment openings with the Maine Job Service. *This provision shall not apply to employment openings that the **City** or any of its consultants and contractors propose to fill from within their own organizations.*

ARTICLE 6. TERMINATION

- A. **FOR CAUSE.** **MaineDOT** may terminate this Agreement for cause in the event of **default** as defined in Section 6.B below. The **City** will have a cure period of fourteen (14) calendar days after receiving a Notice of Default. If the **City** fails to make a good-faith effort to correct all defaults within the cure period, **MaineDOT** may terminate this Agreement upon written Notice of Termination for Cause, with the following conditions:
 1. The **City** and all consultants and contractors working on the **Project** shall cease work immediately – except for work required to protect public health and safety – and turn over to **MaineDOT** all **Project** records within thirty (30) days of the termination date.
 2. If termination is the result of the **City's** failure to correct any occurrence of default, **MaineDOT** reserves the right to recover from the **City** all reimbursements made in accordance with Article 3, "Financial Provisions."

3. All federal and state funds remaining in the terminated **Project**, as well as any federal and state funds recovered from the **City**, shall be made available to **BACTS** for reprogramming in accordance with Article 3.F, "Remaining Funds."

B. GROUNDS FOR DEFAULT. The **City** shall receive a Notice of Default if the **City**:

1. Takes any action without approval from **MaineDOT** that leads to cancellation of the **Project** or the loss of eligibility of the **Project** for federal or state funding.
2. Uses **Project** funds for a purpose other than what is authorized by this Agreement.
3. Misrepresents or falsifies of any claim for reimbursement.
4. Fails to meet standards of performance outlined in this Agreement.
5. Breaches any material provision of this Agreement.

C. FOR CONVENIENCE. This Agreement may be terminated for convenience by mutual consent of the **Parties** for any reason not defined as "default." **MaineDOT** shall notify the **City** through a written Notice of Termination for Convenience, with the following conditions:

1. If termination is other than for default by the **City**, the **City** shall be reimbursed for federally eligible work or service performed until the effective termination date. The **City's** share of costs incurred by **MaineDOT** staff in the development and oversight of the **Project** shall be deducted from amounts due to the **City** in accordance with Article 3.C, "MaineDOT Costs."
2. All **Project** records shall be turned over to **MaineDOT** within thirty (30) days of the date of the Notice of Termination for Convenience.
3. All federal and state funds remaining in the **Project** shall be made available to **BACTS** for reprogramming once the **Project** is closed out.

ARTICLE 7. EXPIRATION

All provisions of this Agreement – except for Article 2.Q (maintenance), Article 4.A (records), Article 5.B (indemnification) and Article 5.C (confidentiality) – shall expire upon satisfactory completion of the terms of this Agreement or **four (4) years** from the final day of the month in which this Agreement was fully executed, whichever occurs first. The provisions of Article 5.B and Article 5.C shall remain in full effect until terminated in writing by the **Parties** or negated by law.

ARTICLE 8. DEBARMENT

- A. By signing this Agreement, the **City** certifies to the best of its knowledge and belief that it and its officers, agents and employees associated with the **Project** are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal or state agency. If the **City** is unable to certify to this statement, it shall attach an explanation to this Agreement. For the term of this Agreement, the **City** shall notify **MaineDOT** promptly if it or any of its officers, agents and employees associated with the **Project** is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal or state agency.
- B. The **City** agrees that it shall not hire an outside entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state agency.

C. The **City** agrees that if it contracts with an outside entity, that entity and its principals shall certify that they:

1. Have not within a 3-year period preceding the date of such contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with the following: a.) obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; b.) violating federal or state antitrust statutes; and c.) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
2. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1 of this section; and
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.

ARTICLE 9. CONFLICT OF INTEREST

By signing this Agreement, the **City** agrees that it shall not enter into a contract with any outside entity that has a financial or other interest in the **Project** or in its outcome, other than the performance of the contract. This prohibition includes, without limitation: a.) any agreement with, or other interest involving, third parties having an interest in the outcome of the **Project** that is the subject to the contract; b.) any agreement providing incentives or guarantees of future work on the project or related matters; and c.) any interest in real property acquired for the **Project** unless such real property interest is openly disclosed to **MaineDOT** before the person or entity entered into the contract.

ARTICLE 10. AGREEMENT APPROVAL

The undersigned municipal representative assures that the **City's** legislative body has approved the **City's** entry into this Agreement, has appropriated or authorized use of required matching funds, and has authorized the representative to sign this Agreement.

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

City 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: _____

Federal Funding Accountability and Transparency Act

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

If the Federal portion of the **Project** exceeds \$25,000, an authorized representative from the **City** shall sign this document under (B) below and return it with the **Project Agreement**. Additionally, the **City** shall provide the following information, *if applicable*:

- A) The total compensation and names of the top five officers if:
- More than 80% of the **City's** annual gross revenues are from the U.S. Federal Government; and
 - Those revenues are greater than \$25 million annually; and
 - Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).
- B) Legal name and DUNS[®] number on file with the Central Contractor Registration (CCR):

City of Bangor, Maine

07-173-9692

Sign and Print Legal CCR Name

DUNS[®] Number

Authorized Representative: _____
Catherine M. Conlow, City Manager

OPERATION & MAINTANCE OF TRAFFIC SIGNALS

- A. The **City of Bangor** ("the **City**") 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 **City'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 **City** without any cost to the **MaineDOT**, unless agreed otherwise in writing.
- B. The **City** 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 **City** 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 **City** 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**.

Attachment 3, City of Bangor

**The United States Department of Transportation (U.S. DOT)
FHWA STANDARD TITLE VI/NONDISCRIMINATION ASSURANCES**

DOT Order No. 1050.2A

The City of Bangor (herein referred to as the "Recipient") AGREES THAT, as a condition of receiving Federal financial assistance from the U.S. Department of Transportation (DOT) through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The precoding statutory and regulatory citations hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from the U.S. DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its federally assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

The City of Bangor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. **The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.**
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any subrecipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to the FHWA, or their designees in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in it programs. The person signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

DATED 2-25-2015

By Catherine M. Conlow
Catherine M. Conlow, City Manager
City of Bangor



Encl.: Appendices A, and C, D, and E

APPENDIX A TO THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix D of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration**, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration**, may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration**, may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E TO THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. §324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

COUNCIL ACTION

Item No. 15-128

Date: April 13, 2015

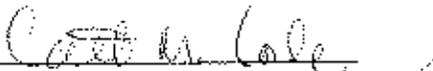
Item/Subject: ORDER, Authorizing Execution of Agreement for Maine Department of Transportation Local Project – WIN 20232.42, Broadway Mill and Fill Project

Responsible Department: Engineering

Commentary: This order would authorize the City Manager to execute a Local Project Agreement in the amount of \$450,000.00 with the Maine Department of Transportation for design, construction work for a project on Broadway (Route 15B) beginning at the intersection of Broadway and Stillwater Avenue and extending northerly approximately 0.43 miles to Center Street. The work to consist of a two inch mill and fill with ADA and drainage improvements. If approved the agreement stipulates a State share of 225,000.00 or 50% of the total project costs and a City share of \$225,000.00 or 50% of the total project cost. This item was reviewed and recommended for approval by the Infrastructure Committee at its March 24, 2015 meeting.

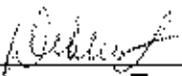
John M. Theriault, City Engineer
Department Head

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 __

15-128
APRIL 13, 2015



Assigned to Councilor Plourde

CITY OF BANGOR

(TITLE.) ORDER, Authorizing Execution of Agreement for Maine Department of Transportation Local Project – WIN #20232.42, Broadway Mill and Fill Project

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 – Broadway Mill and Fill Project, WIN #20232.42

Copy of the agreement is attached.

<i>Internal Use Only</i>	
TEDOCS#:	
CT#:	CSN#:

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL PARTNERSHIP AGREEMENT**

WIN 20232.42

REGARDING

BROADWAY MILL AND FILL PROJECT, BANGOR

This Cooperative Agreement (AGREEMENT) is entered into by and between the MAINE DEPARTMENT OF TRANSPORTATION ("MaineDOT"), an agency of state government with its principal administrative offices located on Child Street, Augusta, Maine, and the CITY OF BANGOR ("Bangor"), a municipality in the State of Maine with offices located at 73 HARLOW STREET, BANGOR, ME.

WHEREAS, Bangor shall oversee the design and construction of a project on Broadway (Route 15B) beginning at the intersection of Broadway and Stillwater Avenue and extending northerly approximately 0.43 miles to Center Street. The work will consist of a 2 inch mill and fill with ADA and drainage improvements. Bangor estimates the total cost of this project to be \$450,000.00.

BANGOR SHALL:

- A. Shall procure and oversee a project on Broadway for the work outlined above.
- B. Perform such work in accordance with a design by an engineer licensed in the State of Maine. The Licensed Engineer shall provide a certification to the Municipality and to MaineDOT that, in his/her professional opinion, the Project as designed will provide a smooth ride, not reduce the safety, mobility or structural quality of the state [state aid] road. All design documents must be stamped and signed in accordance with this provision by the Professional Engineer.
- C. Agree to secure all necessary Federal, State and Local permits necessary to complete the work. Bangor also agrees to secure any needed property rights in accordance with all applicable State and Federal Laws.
- D. Agree that any exceptions to State Design Standards shall be documented as part of this process. This documentation shall compare the new design to the existing conditions for each of the exceptions to current design standards. Any such exceptions shall be displayed on the cover sheet for the Project plans with the signature and PE stamp of the engineer responsible for the design of the Project.
- E. Be responsible, within the Project limits, for the following:

- a. Ensuring that the safety of the corridor and the life of the resulting structural and design elements are equal to or better than existing conditions and design;
 - b. Ensuring that the structures, roadways and/or design features affected by the Project work shall, at a minimum, be of equal dimensions to the existing features or structures and shall be of improved quality in terms of materials and utility;
 - c. Ensuring that the Project does not introduce any unanticipated safety hazards to the traveling public;
 - d. Ensuring that the Project retains the same level of mobility or improves mobility of travel within the corridor; and,
 - e. Ensuring that the Project does not in any manner decrease the life expectancy of this component of Maine's transportation system.
 - f. Ensure the project meets the most recent Americans with Disabilities Act of 1990 (ADA) design requirements.
- F. Provide certification through their Engineer to MaineDOT that the project is complete and was constructed as designed.
- G. Commence construction within twelve (12) months and shall be certified complete within twenty four (24) months of execution of this agreement. Bangor may forfeit the unpaid balance of this grant if these deadlines are not met or they can not demonstrate earnest and good faith efforts to meet them.

MAINE DOT SHALL:

- A. Provide a maximum of \$225,000.00 in State funds supporting the project work stated above in initiative monies. Reimbursement will be made by the Department at a minimum of 1/3 project completion upon receipt of supporting cost documentation from the Municipality. Payments will be made per Appendix A, attached. The Department's Region Engineer shall review the costs and certify their eligibility prior to reimbursement to the Municipality. Payment by MaineDOT Municipal Partnership Initiative funds shall not exceed 50% of the actual costs incurred and paid by the Municipality or \$225,000.00.

The City of Bangor and MaineDOT agree to function within all applicable laws, statutes, regulations, and AGREEMENT provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in duplicate effective on the day and date last signed.

CITY OF BANGOR

Dated: _____

By: _____
Catherine Conlow
City Manager

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

Dated: _____

By: _____
David Bernhardt, PE
Commissioner

APPENDIX A
PROJECT SCOPE AND COST SHARING
MAINE DEPARTMENT OF TRANSPORTATION

Municipal Partnership Initiative Project

MUNICIPALITY OF BANGOR

PROPOSED IMPROVEMENTS TO: Broadway (Route 15B)

STATE PROJECT IDENTIFICATION NUMBER (WIN) 20232.42

Project Scope: 2 inch and fill with drainage and ADA pedestrian ramp improvements

Funding Outline: The Total Project Estimated Cost is **\$450,000.00** and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		State Share		Total Cost
	%	\$	%	\$	
Project Costs	50	225,000.00	50	225,000.00	450,000.00
PROJECT SHARES		225,000.00		225,000.00	450,000.00
Total Cost of Additional Work above agreement estimate	100%				
TOTAL ESTIMATED MUNICIPAL REIMBURSEMENT		225,000.00			

REIMBURSEMENT SCHEDULE:

Upon 1/3 project completion the municipality may begin invoicing the Department. Preferred invoicing interval is 1/3, 2/3 final. The Department will accept monthly invoices after 1/3 project completion with a maximum invoice-submittal not to exceed 5 invoices.

DESIGN EXCEPTIONS REQUIRED: YES NO

Design exceptions where required for this project. Please see attached approval from MaineDOT Chief Engineer outlining design exceptions.

COUNCIL ACTION

Item No. 15-129

Date: April 13, 2015

Item/Subject: ORDER, Authorizing Execution of a Modification Agreement for Maine Department of Transportation Local Project – WIN 020401.00, Resurfacing of a Portion of Broadway

Responsible Department: Engineering

Commentary: This order would authorize the City Manager to execute of a Local Project Modification Agreement in the amount of \$1,038,500.00 with the Maine Department of Transportation for design, construction work for a project to resurface a portion of Broadway from 0.04 mile south of the entrance road to People's United Bank (near Husson Avenue) continuing northerly for 2.60 miles.

If approved the modification agreement would include a reduced Federal share of 17,600.00 or 80% of Preliminary Engineering and a revised State share of 1,020,900.00 or 20% of Preliminary Engineering and 100% of Construction project costs and a City share being 0%. This item was reviewed and recommended for approval by the Infrastructure Committee at its March 24, 2015 meeting.

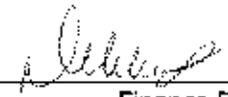
John M. Theriault, City Engineer
Department Head

Manager's Comments:

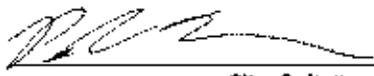

City Manager

Associated Information: Councilor Order and Agreement

Budget Approval:


Finance Director

Legal Approval:


City Solicitor

Introduced for

- Passage
- First Reading
- Referral

Page __ of __

15-129
APRIL 13, 2015



Assigned to Councilor Blanchette

CITY OF BANGOR

(TITLE.) ORDER, Authorizing Execution of a Modification Agreement for Maine Department of Transportation Local Project – WIN #020401.00, Resurfacing of a Portion of Broadway

ORDERED,

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

A Modification Agreement with the Maine Department of Transportation – Resurfacing of a Portion of Broadway, WIN #020401.00

Copy of the agreement is attached.



MaineDOT use only
TEDOCS #: _____
AMS ID: CTM20141222000000000353
CSN: 33908
PROGRAM: Multimodal (OUC 57000)

MAINE DEPARTMENT OF TRANSPORTATION
Modification 1 to a Locally Administered Project Agreement
With the
Municipality of Bangor
Regarding
Resurfacing of a Portion of Broadway

<i>(MaineDOT Use Only - Replacement Page)</i>	
Total Amount: <u>\$1,038,500.00</u>	MaineDOT WIN: <u>020401.00</u>
Federal: <u>\$17,600.00 (80% of PE)</u>	Federal Project #: <u>STP-2040(100)</u>
State: <u>\$1,020,900.00 (20% of PE; 100% of CON)</u>	Scope: <u>Design and construction</u>
Municipal: <u>No Local Share</u>	State Vendor #: <u>VC100007010</u>
Effective Date: <u>12/11/2014</u>	Sub-recipient's DUNS® #: <u>07-173-9692</u>
Expiration Date: <u>12/31/2018</u>	CFDA #: <u>20.205 Highway Planning and Construction</u>

This Modification 1 applies to an agreement with the **Municipality of Bangor** that took effect December 11, 2014 for the local administration of a project to resurface a portion of Broadway. This latest modification, when executed, shall raise the total agreement amount to \$1,038,500 – an increase of \$1,016,500 – to cover the construction and construction engineering stages, as follows:

- 1.) **ARTICLE 1. Project Overview – Paragraph A, Scope of Work.** Revise the first sentence to read, "Preliminary engineering, construction and construction engineering work for a resurfacing of Broadway, starting 0.04 mile south of the entrance to People's United Bank (near the intersection of Husson Avenue) and continuing northerly for 2.60 miles, to be performed by or for the **Municipality** and accepted by **MaineDOT** ('the Project.') Any substantial change to this scope of work shall require **MaineDOT's** approval to be eligible for funding from **MaineDOT**."
- 2.) **ARTICLE 2. Project Development – Paragraph A.** Delete and replace with the following: "The estimated cost of the Project is one million thirty-eight thousand five hundred dollars (\$1,038,500) to be shared at the rates and terms in Article 3."
- 3.) **ARTICLE 3. Cost-Sharing & Reimbursement Procedures – Paragraph A.** Revise to read: "**MaineDOT** will reimburse the **Municipality** for one hundred percent (100%) of Project costs eligible for federal and state funding, up to a maximum reimbursement of one million thirty-eight thousand five hundred dollars (\$1,038,500)."

4.) THE FOLLOWING SECTIONS SHALL BE ADDED TO THE AGREEMENT:

ARTICLE 2. PROJECT DEVELOPMENT:

- L. SOLICITATION OF BIDS. The **Municipality** shall solicit for bids upon **MaineDOT's** written authorization in accordance with the final, approved plans and specifications as follows:
1. The **Municipality** shall follow the procedures in **MaineDOT's** "Standard Specifications" (2014) and adhere to all applicable federal and state requirements.
 2. The **Municipality** and **MaineDOT** shall have the right to accept or reject any bid.
 3. The **Municipality** shall not award a contract without **MaineDOT's** written approval.
- M. CONTRACT AWARD. Upon **MaineDOT's** written approval, the **Municipality** shall award a construction contract to the lowest responsive, responsible bidder as follows:
1. The **Municipality** shall administer the contract for the duration of the **Project**.
 2. The contract shall specify that the **Project** comply with the latest version of **MaineDOT's** "Standard Specifications" (2014) and applicable special provisions.
- N. CONSTRUCTION. The **Municipality** shall hold a pre-construction meeting with **MaineDOT**, the contractor, utilities and any other parties involved in or affected by the construction process. During the work, the **Municipality** shall provide the supervision, inspection and documentation necessary to ensure that the **Project** is completed to **MaineDOT's** satisfaction in accordance with the plans, specifications and provisions of the contract, as follows:
1. The **Municipality** shall use procedures acceptable to **MaineDOT** to document the quantity and the quality of all construction-related work. The **Municipality** shall retain all documentation as provided under Article 5.A.
 2. The **Municipality** or its contracted consultant shall be responsible for coordinating all materials testing necessary to meet the Minimum Testing Requirements for the **Project**, in compliance with 23 CFR, Part 637, "Quality Assurance Procedures for Construction." Test results shall be provided to **MaineDOT** upon request.
 3. Any contract modification shall be submitted to **MaineDOT** for review and comment before it is executed. **MaineDOT** reserves the right not to reimburse the **Municipality** for work associated with a contract modification executed without **MaineDOT's** review.
 4. Vehicular 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. If applicable, the **Municipality** shall provide **MaineDOT** with a set of revised as-built plans within 90 days of completion of construction.
 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 approved plans, specifications and provisions of the contract.

O. **MAINEDOT OVERSIGHT.** **MaineDOT** may inspect construction activities and documentation – and test materials used – to ensure compliance with the **Project** specifications and construction contract. **MaineDOT** may reject work or materials out of compliance and may withhold reimbursement to the **Municipality** for any such work or materials.

All other terms and conditions of the original Agreement shall remain in place without gaps. **MaineDOT** and the **Municipality of Bangor**, by their duly authorized representatives, have executed this modification to the original Agreement on the date last signed below.

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 foregoing signature is true and accurate. I further certify – pursuant to 10 M.R.S.A. §9407 and §9502 – that the signature, if electronic: (a) is intended to have the same force as my manual signature; (b) is unique to me; (c) is capable of verification; and (d) is under my sole control.



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Paul R. LaPage
GOVERNOR

David Bernhardt
COMMISSIONER

March 6, 2015

Ted Trembley, Project Engineer
City of Bangor, Engineering Department
73 Hurlow Street
Bangor, ME 04401

Subject: Revised federal and state breakdown in WIN 020401.00

Dear Ted:

I am writing to let you know that I have revised the summary at the top of on the first page of Modification 1 to the agreement for the outer Broadway resurfacing, WIN 020401.00. When the modification was executed, I was advised that the construction stage would be set up as 80 percent federal funds and 20 percent state funds.

Since then, however, MaineDOT has decided to fund construction entirely with state funds. The agreement itself is not affected, since it states that MaineDOT will reimburse Bangor for project expenditures up to a maximum of \$1,038,500. That fact has not changed.

However, I have revised the summary box at the top of the first page to show the new distribution of federal and state funds in the project, for financial reporting purposes. Please notify your finance staff of the change and file this paperwork with the agreement for the project.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Laberge".

Mike Laberge
Local Projects Coordinator

COUNCIL ACTION

Item No. 15-130

Date: April 13, 2015

Item/Subject: Authorizing the City Manager to Accept a \$20,000 Donation from the Stephen & Tabitha King Foundation for the Purchase of Fire Gear Washer and Dryer

Responsible Department: Fire

Commentary:

The attached order would authorize the City Manager to accept a \$20,000 Donation from the Stephen & Tabitha King Foundation for the purchase of a Fire Gear Washer/Extractor and Dryer. During the course of their job, firefighters come in contact with many materials that are known carcinogens, toxins from smoke and fire along with communicable diseases found in blood or other body fluids. These hazards can then be carried away to potentially cause harm by ingestion, inhalation or absorption from touch by anyone who may come in contact with our gear. The purchase of the washer and dryer will increase the safety of our firefighters and citizens we protect. It will allow us to properly clean our gear and with regular cleaning, and care, this will allow our gear to last longer and limit the cost of replacing gear due to premature wear. This grant application in the amount was approved at a Government Operations Committee on December 22, 2014. Although the original grant application was for over \$23,000, the Fire Department is confident that the equipment can be acquired for \$20,000 with no additional funds from the City.

Department Head

Manager's Comments:

Carol M. Lowe
City Manager

Associated Information:

Budget Approval:

Neil

Finance Director

Legal Approval:

Paul

City Solicitor

Introduced for

- Passage
- First Reading
- Referral

Page **of**



Assigned to Councilor Civiello

CITY OF BANGOR

(TITLE.) Order, Authorizing the City Manager to Accept a \$20,000 Donation from the Stephen & Tabitha King Foundation for the Purchase of a Fire Gear Washer and Dryer

By the City Council of the City of Bangor:

ORDERED, THAT the City Manager is hereby authorized to accept a \$20,000 donation from the Stephen & Tabitha King Foundation for the purchase of a Fire Gear Washer and Dryer.

COUNCIL ACTION

Item No. 15-131

Date: April 13, 2015

Item/Subject: ORDER, Amending \$25,000 Forgivable Loan Award from Broadway Housing, Inc. to Penquis

Responsible Department: Community & Economic Development

Commentary:

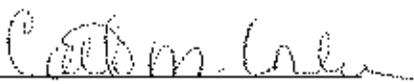
Council Order 15-083 on February 9, 2015 authorized the City Manager to execute a forgivable loan with Broadway Housing, Inc. for its renovation of Ernst Manor. This Order would authorize the City Manager to execute the loan with Penquis, instead of its subsidiary entity, Broadway Housing, Inc., for project development purposes. No other terms and conditions will be amended. The loan agreement remains contingent upon Penquis securing the additional funding needed for the project. Forgiveness of the loan remains based upon meeting a CDBG national objective by providing housing for the identified population.

The Business & Economic Development Committee reviewed and recommended this item for approval at its April 7, 2015 meeting.

Tanya Emery

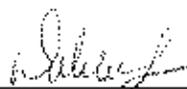
Department Head

Manager's Comments:

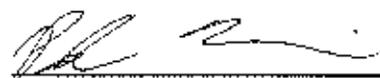

City Manager

Associated Information: Order

Budget Approval:


Finance Director

Legal Approval:


City Solicitor

Introduced for

- Passage
- First Reading
- Referral

Page of



Assigned to Councilor Baldacci

CITY OF BANGOR

(TITLE.) **ORDER,** Amending \$25,000 Forgivable Loan Award from Broadway Housing, Inc. to Penquis

WHEREAS, the City Council has previously authorized a Forgivable Loan to Broadway Housing Inc, a subsidiary of Penquis, for its planned renovations of Ernst Manor; and

WHEREAS, it has been requested that the funding be awarded to Penquis rather than Broadway Housing, Inc. for project development purposes; and

WHEREAS, no other terms and conditions will be changed:

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

The City Manager is authorized to enter into a Forgivable Loan agreement for \$25,000 with Penquis, instead of Broadway Housing, Inc., in a final form approved by the City Solicitor or Assistant City Solicitor.

COUNCIL ACTION

Item No. 5-132

Date: April 13, 2015

Item/Subject: **ORDER,** Authorizing Staff Action to Apply for Grants to Augment the Annual Operating Budget of the Commission on Cultural Development

Responsible Department: Community and Economic Development

Commentary:

The City of Bangor's Commission on Cultural Development (CCD) seeks to pursue grant funding to enhance its annual operating budget. The two grants, one from the Tabitha and Stephen King Foundation and another from Bangor Savings Bank, have deadlines of June 30 and July 1, respectively. Members of the CCD will craft the applications in tandem with City Staff and community stakeholders. If approved, these grants will help fund two initiatives that are part of the City Council-approved mission and strategic plan of the Commission: development of "arts and culture month" throughout Bangor; and updates to the Bangor Arts website and brand promotion.

This matter was reviewed and approved by the Business and Economic Development Committee on April 7, 2015.

Department Head

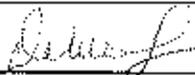
Manager's Comments:



City Manager

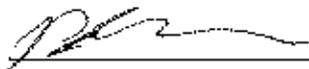
Associated Information:

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, Authorizing Staff Action to Apply for Grants to Augment the Annual Operating Budget of the Commission on Cultural Development

WHEREAS, the Stephen and Tabitha King Foundation and Bangor Savings Bank seek to support organizations and programs that recognize and build on a community's strengths and assets through their respective granting programs; and

WHEREAS, the grant funding, if awarded to the City of Bangor, will be used to coordinate a Month of the Arts to promote Bangor as an arts destination, to strengthen ties between the City's arts and business communities, and to expand arts access to new population; and

WHEREAS, the deadline for grant programs for the Stephen and Tabitha King Foundation and Bangor Savings Bank are June 30 and July 1, respectively;

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

Authorization is given for Staff to apply for grant funding from two organizations to augment the annual operation budget for the Commission on Cultural Development.

COUNCIL ACTION

Item No. 15-133

Date: April 13, 2015

Item/Subject **ORDER, Authorizing the City Manager to Execute a Lease with the Bangor Farmers' Market Association – Upper Abbott Square**

Responsible Department: **Community & Economic Development**

Commentary:

The Bangor Farmers' Market Association wishes to continue the farmers' market in the Upper Abbott Square parking lot on Harlow Street. The Association wishes to enter into a three-year agreement with the City for use of a portion of Upper Abbott Square parking lot on Sundays from 9 a.m. to 4 p.m.; May 1, 2015 through November 30, 2015, May 1, 2016 through November 30, 2016 and May 1, 2017 through November 30, 2017.

The lease and terms thereof were reviewed and approved by the Business and Economic Development Committee on April 7, 2015. This Order would authorize the City Manager to execute the Indenture of Lease with the Bangor Farmers' Market Association for a fee of \$300 per year.

Department Head

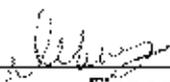
Manager's Comments:



City Manager

Associated Information:

Budget Approval:



Finance Director

Legal Approval:



City Solicitor

Introduced for
 Passage
 First Reading
 Referral



Assigned to Councilor Graham

CITY OF BANGOR

(TITLE.) ORDER, Authorizing the City Manager to Execute a Lease with the Bangor Farmers' Market Association – Upper Abbott Square

WHEREAS, the Bangor Farmers' Market Association wishes to continue a farmers' market in the City of Bangor; and

WHEREAS, the City of Bangor is the owner of a parking lot on Harlow Street known as the Upper Abbott Square parking lot; and

WHEREAS, the parties agree that use of a portion of the Upper Abbott Square parking lot would be a suitable place for a farmers' market; and

WHEREAS, the Association wishes to enter into a multi-year agreement with the City for use of a portion of Upper Abbott Square parking lot on Sundays from 9 a.m. to 4 p.m.; May 1, 2015 through November 30, 2015, May 1, 2016 through November 30, 2016 and May 1, 2017 through November 30, 2017; and

WHEREAS, the Association would pay \$300 per year; and

WHEREAS, the lease and terms thereof were reviewed and approved by the Business and Economic Development Committee on April 7, 2015:

BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF BANGOR THAT the City Manager is hereby authorized to execute an Indenture of Lease with the Bangor Farmers' Market Association.

Date: April 13, 2015

Item/Subject: ORDER, Authorizing Contract Extension for Rubbish Collection

Responsible Department: Public Works

Commentary:

The attached order would authorize a four year extension through June 30, 2019 for rubbish collection services.

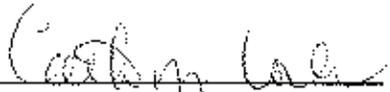
The extension would include annual adjustments similar to those proposed in the original bid of; 3.5% in FY 16, 4.0% in FY17, 4.5% in FY18 and 5.0% in FY 19. In addition, the extension allows for annual adjustments in the wage portion of the contract based on the CPI-W for FY18 and FY 19.

On April 13, 2015 the Finance Committee reviewed and approved staff recommendation to execute a four year extension with Casella Waste.

The contract extension must be reviewed approved by the City Council as it is over \$100,000.

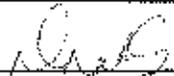
Department Head

Manager's Comments:

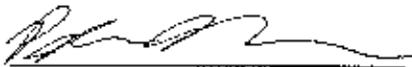

City Manager

Associated Information:

Budget Approval:


Finance Director

Legal Approval:


City Solicitor

- Passage
- First Reading
- Referral

Assigned to Councilor Sprague



CITY OF BANGOR

(TITLE.) Order, Authorizing Contract Extension for Rubbish Collection

By the City Council of the City of Bangor:

ORDERED,

THAT, Deborah Cyr, Finance Director is hereby authorized to execute a four year contract with Casella Waste for rubbish collection.



**REFERRALS TO COMMITTEES
& FIRST READINGS**

COUNCIL ACTION

Item No. 15-135

Date: April 13, 2015

Item/Subject: RESOLVE, Appropriating Proceeds of the Baler in the Amount of \$25,000 for the Purpose of Funding Recycling Building Improvements

Responsible Department: Finance

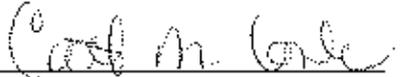
Commentary: The attached resolve would appropriate \$25,000 received from the sale of the baler from the recycling building for the purpose of funding improvements to the recycling building.

The recycling building will be divided among three departments; Public Works, Sewer Maintenance and Community Connector. Due to its past use as a recycling center, there are a number of tasks that need to be undertaken. If approved, the proceeds would be used to fund a thorough cleaning of the facility as well as roof and exhaust fan work.

This item was reviewed and recommended for adoption by the Finance Committee on 4/6/2015.

Department Head

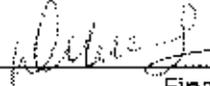
Manager's Comments:



City Manager

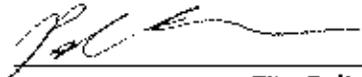
Associated Information:

Budget Approval:



Finance Director

Legal Approval:



City Solicitor

Introduced for
 Passage
 First Reading
 Referral

Page of



Assigned to Councilor Nealley

CITY OF BANGOR

(TITLE.) RESOLVE, Appropriating Proceeds of the Sale of the Baler in the Amount of \$25,000 for Recycling Building Improvements

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BANGOR, THAT

The proceeds from the sale of the baler in the amount of \$25,000 is hereby appropriated for the purpose of funding improvements to the recycling building.

COUNCIL ACTION

Item No. 15-136

Date: April 13, 2015

Item/Subject: **ORDINANCE**, Amending Chapter 23, Board, Committees and Commissions, of the Code of the City of Bangor, By Clarifying the Notification Process for Decisions of the Board of Appeals

Responsible Department: Legal

Commentary:

This ordinance amendment would clarify the notification process that follows a decision of the Board of Appeals.

Both state law and the City Code lay out procedural rules for the City's Board of Appeals. These rules include procedures for notifying the person appearing before the Board and others of the Board's decision in a case.

Our City Code currently differs from state law in some respects, leading to potential for confusion. The proposed ordinance change would clarify the City Code and bring it into alignment with State law.

This amendment was reviewed by the Government Operations Committee on April ⁶7, 2015 and unanimously recommended to the full Council.

Department Head

Manager's Comments:



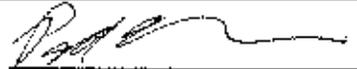
City Manager

Associated Information: Ordinance

Budget Approval:

Finance Director

Legal Approval:



City Solicitor

Introduced for

- Passage
- First Reading
- Referral

Assigned to Councilor Blanchette



CITY OF BANGOR

ORDINANCE, Amending Chapter 23, Board, Committees and Commissions, of the Code of the City of Bangor, By Clarifying the Notification Process for Decisions of the Board of Appeals

WHEREAS, State law requires the Board of Appeals to comply with certain procedures regarding notification of parties in the course of an appeal;

WHEREAS, modifying the City's Board of Appeals ordinance to meet these requirements will reduce the potential for confusion or delay in the appeal process;

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

Chapter 23 of the Code of the City of Bangor be amended as follows:

§ 23-3. Appeals and variances.

...

(6) Within 20 days of the public hearing, the Board of Appeals shall reach a decision on the requested appeal and shall inform, ~~in writing, the appellant, the Code Enforcement Officer, the Planning Officer, the City Council and the Planning Board of its decision.~~ Notice of any decision must be mailed or hand delivered to the appellant, the appellant's representative or agent, the Planning Division and the City Council within seven days of the board's decision. Failure of the Board to render a decision within 20 days of the hearing will result in a denial of the appeal, unless the appellant agrees to an extension of the twenty-day period.

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

COUNCIL ACTION

Item No. 15-137

Date: April 13, 2015

Item/Subject: **ORDINANCE**, Amending Chapter 165, Land Development, of the Code of the City of Bangor, By Amending Zoning Requirements for the Low-Density Residential Parcels and High Density Residential Parcels and by Amending Schedule B

Responsible Department: Planning

Commentary:

This ordinance amendment would amend the zoning requirements for the Low Density Residential District (LDR) and the High Density Residential District (HDR). This amendment would also amend Schedule B to reflect changes made to the Low Density Residential District and the High Density Residential District.

The LDR changes reflect an adjustment to the minimum lot size for cluster developments and the elimination of Zero Lot Line development which has not show any likelihood of being used.

The HDR changes are a realignment of housing types and densities to reflect our current experience with multi-family housing in Bangor.

/s/ Tanya L. Emery
Department Head

Manager's Comments:

For Referral to the Planning Board Meeting of April 21, 2015

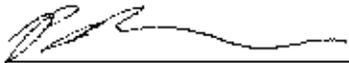

City Manager

Associated Information: Ordinance

Budget Approval:

Finance Director

Legal Approval:


City Solicitor

Introduced for

- Passage
- First Reading
- Referral to Planning Board on April 21, 2015

Assigned to Councilor Baldacci



CITY OF BANGOR

ORDINANCE, Amending Chapter 165, Land Development Code, of the Code of the City of Bangor, By Amending Zoning Requirements for Low-Density Residential Parcels and High Density Residential Parcels and By Amending Schedule B

WHEREAS, the Low-Density Residential District provides for detached single family housing in developing areas of the City and attached residential units under certain conditions and;

WHEREAS, a few elements of the district have not been undertaken since their adoption in 1991 or have resulted in undesirable results the proposed amendment seeks to undertake some adjustments to correct those conditions; and;

WHEREAS, the High Density Residential District is intended to accommodate high density residential development in the developing areas of the city;

WHEREAS, over time the housing types and associated development densities have been left undefined and provided a somewhat disorganized development scheme;

AND WHEREAS, the amendment seeks to create uniform density standards and eliminate these existing inconsistencies;

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

Chapter 165 of the Code of the City of Bangor be amended as follows:

§ 165-99. Low-Density Residential District (LDR).

- A. **Statement of purpose.** The Low-Density Residential District is established to provide for both traditional and innovative family living on both individual lotting lots and group in attached development arrangements and to promote a stable, healthy and desirable family living residential environment.
- B. **Basic requirements.** Buildings or land used or occupied and buildings or structures erected, constructed, reconstructed, moved or structurally altered, whether permitted uses or conditional uses, shall comply with the requirements of this section, Articles II through XII and the specific development standards of Article XIX of this chapter.
- C. **Permitted uses.** The following uses are permitted in this district:
 - (1) ~~Single-family detached dwellings.~~ A single building containing one dwelling unit.
 - (2) Home occupation or profession (subject to the requirements of Article IV).

(3) Community living arrangements, in accordance with 30-A M.R.S.A. § 4357-A, as may be amended.

(4) Cluster subdivision for detached one dwelling unit buildings, provided that:

(a) Such ~~project subdivision~~ contains a minimum area of three acres.

(b) Overall density shall not exceed three dwelling units per gross acre.

(c) ~~The minimum lot size is 8,000 square feet.~~

(e) ~~(d)~~ Provision is made for the maintenance in perpetuity of open space areas in such a project.

(d) ~~(e)~~ Such project receives approval under Article XVI of this chapter.

(e) ~~(f)~~ Such project has water service from the Bangor Water District.

(f) ~~(g)~~ Lots less than one acre shall be served by sewer service from the City of Bangor.

(5) Accessory uses on the same lot and customarily incidental to and subordinate to the above uses and any use approved under Subsection D below.

D. Conditional uses. Subject to Planning Board approval under the provisions of § 165-9, the following uses may be permitted in this district:

(1) Attached residential, provided that:

(a) Such ~~project site development~~ contains a minimum area of three acres.

(b) ~~Such site development does not exceed five dwelling units per acre.~~

(b) ~~(c)~~ Such ~~project site development~~ meets the requirements for such a development in Article XIX.

(e) ~~(d)~~ Such site development receives approval under Article XVI.

(d) ~~(e)~~ Such ~~project site development~~ has water service from the Bangor Water District.

(e) ~~(f)~~ Such ~~project site development~~ has sewer service from the City of Bangor.

(2) ~~Zero-lot-line detached residential, provided that:~~

(e) ~~Such project contains a minimum area of five acres.~~

(b) ~~Such project meets the requirements for such a development in Article XIX.~~

(e) ~~Such site development receives approval under Article XVI.~~

(2) (Reserved)

(3) One-family detached manufactured housing unit complex, provided that:

- (a) Such ~~project site development~~ contains a minimum land area of five acres.
- ~~(b) Such site development does not exceed three and one-half dwelling units per acre.~~
- ~~(b)~~ (c) Such project meets the requirements for such a development in Article XIX.
- (e) ~~(d)~~ Such site development receives approval under Article XVI.

(4) (Reserved)

(5) (Reserved)

(6) Places of worship and nursing homes, provided that:

- (a) They are located on a major arterial street.
- (b) They meet the requirements of Article XIX.
- (c) The site development receives approval under Article XVI.
- (d) The site has an impervious surface ratio of no more than .30.

E. Prohibited uses. Any use not specifically permitted in this section or in Articles II through XII of this chapter is prohibited.

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

Chapter 165 of the Code of the City of Bangor be amended as follows:

§ 165-100. High-Density Residential (HDR).

- A. Statement of purpose. The High-Density Residential District is established to provide for single-family dwellings and a wide variety of multifamily and group housing arrangements and to promote a stable, ~~and healthy and desirable family living residential~~ environment.
- B. Basic requirements. Buildings or land used or occupied and buildings or structures erected, constructed, reconstructed, moved or structurally altered, whether permitted uses or conditional uses, shall comply with the requirements of this section, Articles II through XII and the specific development standards of Article XIX of this chapter.
- C. Permitted uses. The following uses are permitted in this district:

- (1) ~~One-family, two-family, three-family and four-family dwellings~~ A single building containing one dwelling unit.
 - (2) ~~Attached residential~~ One or more buildings containing two to six dwelling units.
 - (3) ~~Zero-lot-line detached residential complex on a minimum site of five acres~~ One or more buildings containing seven to twelve dwelling units provided the parcel is a minimum of two acres in size.
 - (4) Home occupation or profession (subject to the requirements of Article IV).
 - (5) Community living arrangements, in accordance with 30-A M.R.S.A. § 4357-A, as may be amended.
 - (6) Group day-care or nursery school.
 - (7) Accessory uses on the same lot and customarily incidental to and subordinate to the above uses and any use approved under Subsection D below.
- D. Conditional uses. Subject to Planning Board approval under the provisions of § 165-9, the following uses may be permitted in this district:
- (1) ~~Townhouse complex, provided that:~~
 - (a) ~~Such development contains a minimum land area of five acres.~~
 - (b) ~~Overall density of the development shall not exceed eight dwelling units per gross acre.~~
 - (c) ~~No building shall contain more than eight townhouses.~~
 - (d) ~~Such development receives approval under Article XVI.~~
 - (2) ~~One or more buildings containing thirteen to thirty dwelling units, provided that the parcel is a minimum of three acres in size.~~
 - (3) ~~Multifamily apartments, provided that:~~
 - (a) ~~Such development contains a minimum land area of five acres.~~
 - (b) ~~No building contains more than 30 dwelling units.~~
 - (c) ~~Overall density shall not exceed 10 dwelling units per acre.~~
 - (d) ~~Such development meets the requirements of Article XIX.~~
 - (4) (2) Mobile home parks, provided that:
 - (a) They meet the requirements of Article XVII.

- (b) They have sewer service from the City of Bangor.
 - (c) They have water service from the Bangor Water District.
 - (d) They contain a minimum of 25 mobile home spaces and a minimum land area of five acres.
 - (e) They do not contain more than six mobile homes per acre (of lotted area).
 - (e) ~~(f)~~ They receive site development approval under Article XVI.
- (4) ~~Group housing, including subsidized housing for the elderly congregate housing or other nontransient housing facilities, provided that:~~
- ~~(a) Such development contains a minimum land area of five acres.~~
 - ~~(b) No building contains more than 50 dwelling units (although such buildings may be connected to other buildings with at-grade, subgrade or above-grade enclosed walkways):~~
 - ~~[1] Above-grade walkways must only be used for accessory use ingress and egress between subject structures.~~
 - ~~[2] Above-grade walkways may be of single-story or multistory design.~~
 - ~~[3] Above-grade walkways must be designed with a minimum of 50% glazing per exterior wall. The glazing of said walkways must not be found by the Board to be darkened or made reflective in a way that would be noticeable from the building's exterior.~~
 - ~~[4] Above-grade walkways must not exceed 10 feet in width.~~
 - ~~[5] Above-grade walkways must be offset from large exterior facades of the buildings that they connect.~~
 - ~~[6] Above-grade walkways must use a roof treatment that minimizes their exterior bulk and must not appear to expand the rooflines of the primary use structures.~~
 - ~~(c) The requirements of Article XIX for this type of housing are met.~~
- (3) Congregate housing, including subsidized housing for the elderly, provided that:
- (a) The site development contains a minimum of two acres.
 - (b) No building contains more than 100 dwelling units.
 - (c) Development density does not exceed 25 dwelling units per acre.
 - (d) Buildings in excess of 50 units shall include two or more architectural elements minimizing building bulk and mass from the following list:
 - [1] Changes in facade materials.

[2] Changes in color.

[3] Changes in alignment of building facades.

(4) Cluster subdivision for buildings containing one dwelling unit, provided that:

(a) The subdivision contains a minimum total site development area of five acres.

(b) The subdivision is served by both sewer service from the City of Bangor and water service from the Bangor Water District.

(c) The subdivision and related buildings shall be subject to conditional use review including architectural guidelines included in development covenants and deed restrictions such as a Homeowners Association or other means. The construction of each individual structure does not require separate conditional use review.

(5) Places of worship and nursing homes, provided that:

(a) They are located on a major arterial street.

(b) They meet the requirements of Article XIX.

(c) ~~(b)~~ The site development receives approval under Article XVI.

(d) The site has an impervious surface ratio of no more than .40.

(6) Public service and public utility uses, provided that:

(a) Such use is necessary to the viability of the area or the community.

(b) Such use is designed and sited so that it will not adversely affect adjacent uses because of too close proximity of architecturally incompatible structures or other visual impact.

(7) Day-care center, provided that:

(a) Such use will provide a ~~C B~~ Buffer Yard along any property line within 50 feet of any residential structure or a ~~B~~ A Buffer Yard along any property line abutting any residential zoning district.

(b) Such use will not be located in a structure which is of ~~significantly larger scale or greater height than~~ more than 175% the size of existing residential structures located on abutting parcels in height or Gross Floor Area.

E. Prohibited uses. Any use not specifically permitted in this section or in Articles II through XII of this chapter is prohibited.

AND, THAT Section 165-135, Schedule B be amended as attached.

Additions are underlined, deletions struck through.

City of Bangor
Schedule B Developing Area

15-137
APRIL 13, 2015

DISTRICT/Use	Minimum Lot Area (square feet)	Minimum Front Yard (feet)	Minimum Side Yard (feet)	Minimum Rear Yard (feet)	Dwelling Units Per Acre	Max. dwelling units per building	Max. Height (feet)	Max. lot cov.	Max. F.A.R.	Max. I.S.R.	Min. open space	Min. lot width (feet)	Min. Buffer Type

LOW DENSITY RESIDENTIAL (LDR)

Permitted uses

<u>Buildings containing one unit dwelling</u>													
<u>Home occupation</u>													
<u>Community living arrangement</u>	12,000	25	10 ± 7	20 ± 7	3 1/2	1	35	20%	NA	0.3	NA	100	NA

Cluster Subdivision for detached single-family dwellings- buildings containing one dwelling unit (minimum 3-acre site)													
[Article XIV, 165-99C(4)]	8,000 NA	25	10 ± 7	20 ± 7	3	1	35	20%	NA	0.3	35% of GROSS acreage	NA 75	NA

Conditional uses

Cluster subdivisions for attached residential dwellings (minimum 3 acre site) [Article XIV, 165-99D(1)]													
Zero-lot-line detached residential (Article XIV, 165-99D(2))	5,000 SF (Minimum 5-acre site)	20	10	15	1	1	35	30%	NA	0.40	NA	100	NA
			One side opposite side										
											35% of GROSS Acreage		

DISTRICT/Use	Minimum Lot Area (square feet)	Minimum Front Yard (feet)	Minimum Side Yard (feet)	Minimum Rear Yard (feet)	Dwelling Units Per Acre	Max. dwelling units per building	Max. Height (feet)	Max. lot cov.	Max. F.A.R.	Max. I.S.R.	Min. open space	Min. lot width (feet)	Min. Buffer Type

One-family detached-
Manufactured
Housing (buildings containing one dwelling unit) on a minimum of 5 acres
[Article XIV, 165-99D(3)]

10,000 (5-acre-site)
6,171

25

10⁻⁴ 7

20⁻¹ 7

3 1/2

1

35

20%

NA

0.3

NA-10% of Gross acreage

75 50

A

Places of worship & nursing homes [Article XIV, 165-D96j]

20,000

40

25

30

NA

NA

35

20%

0.25

0.3

NA

150

B

HIGH-DENSITY RESIDENTIAL (HDR)

Permitted uses

14,000

20

10

20

12

4

40

30%

0.5

0.6

750-SF-per-3,000-SF-of floor-area

100

N/A

Single-family and two-family dwellings

14,000

20

10⁻²

20⁻²

12

4-2

40

30%

0.5

0.6

1,000-SF-of floor-area

100

N/A

Three-family and four-family dwellings

20,000

20

20⁻²

25⁻²

0

4

40

30%

0.5

0.5

1,000-SF-of floor-area

100

A

Attached residential-dwellings

minimum site

20

25⁻²

25⁻²

0

5

35

30%

-

0.4

average-gross-25%-of floor-area

100

A

Zero-lot-line detached residential [Article XIV, 165-100D(1)]

5000 (5-acre-site)

20

opposite-side; 10-0-one-side

20⁻²

7

1

35

35%

NA

0.5

NA

50

NA

Conditional uses

Schedule B Developing Area

DISTRICT/Use	Minimum Lot Area (square feet)	Minimum Front Yard (feet)	Minimum Side Yard (feet)	Minimum Rear Yard (feet)	Dwelling Units Per Acre	Max. dwelling units per building	Max. Height (feet)	Max. lot cov.	Max. F.A.R.	Max. I.S.R.	Min. open space	Min. lot width (feet)	Min. Buffer Type
Townhouse complex- Article XIV, 165-100D(11)	Minimum 5 acres	20	20 ³	20 ³	8	8	40	30%	0.5	0.5	150-SF-per-1,000-SF-of-floor-area	NA	B
Multi-family- apartments Article XIV, 165-100D(12)	Minimum 5 acres	20	20 ³	25 ³	10	30	40	30%	0.6	0.5	100-SF-per-1,000-SF-of-floor-area	100	B
Mobile Home Parks- (minimum of 25 mobile home spaces)	5,000-15-acre site)	30 (20 for accessory structures)	5 (20 between adjacent mobile homes)		6 mobile-homes per acre	1	40	30%	0.5	0.25 minimum for per-open park space area	400-square-feet per dwelling	50-space-of-lotted-area 15,000-100-for-park site	B
Group housing Article XIV, 165-100D(14)	5 acres	30	20 ³	25 ³	25	50	40	30%	1	0.6	750-square-feet per square-foot of floor	NA	B
Places of worship &- churches Article XIV, 165-100D(15)	20,000	20	25	25	NA	NA	40	30%	0.4	0.5	area	100	B
Public Service and- Utility uses	14,000	20	10	20	NA	NA	40	30%	0.5	0.6	NA	100	B

Unless within 50 feet of abutting residential structure, then C

City of Bangor
Schedule B Developing Area

DISTRICT/Use	Minimum	Minimum	Minimum	Minimum	Dwelling	Max.	Max.	Max. lot	Max.	Max.	Min. open	Min. lot	Min. Buffer
	Lot Area (square feet)	Front Yard (feet)	Side Yard (feet)	Rear Yard (feet)	Units Per Acre	dwelling units per building	Height (feet)	cov.	F.A.R.	I.S.R.	space	width (feet)	Type
Day-Care-Center	14,000	20	20	25	NA	NA	40'-or- less than existing abutting residential structure at	30%	0.5	0.5	750-square- feet for 1000- square-foot of floor- area	100	B
<u>Permitted uses</u>													
<u>One unit dwelling Community living arrangement</u>	9,000 SF	20	10'	20'	NA	1	35	30%	0.5	0.6	NA	75	NA
<u>Home occupation</u>													
<u>Two to six unit dwellings</u>	12,000 SF	25	10'	25'	NA	6	35	30%	0.5	0.6	NA	85	A
<u>Group day care nursery school</u>													
<u>Seven to twelve unit dwellings</u>	2 acres ²	25	15'	25'	NA	12	40	30%	0.5	0.6	NA	100	A
<u>Conditional uses</u>													
<u>13 to 30 unit dwellings</u>	3 acres ³	30	20	30	NA	30	45	30%	0.65	0.6	NA	100	B
<u>Mobile Home Parks, (minimum of 25 mobile home spaces)</u>	5 acres	30 (20 for accessory structures)	5 (20 between adjacent mobile homes)	20 (10 for accessory structures)	NA	1	35	30%	0.5	0.25	10 percent of lotted area	50 per internal lot, 100 for park site	B

City of Bangor
Schedule B Developing Area

15-137
APRIL 13, 2015

DISTRICT/Use	Minimum Lot Area (square feet)	Minimum Front Yard (feet)	Minimum Side Yard (feet)	Minimum Rear Yard (feet)	Dwelling Units Per Acre	Max. dwelling units per building	Max. Height (feet)	Max. lot cov.	Max. F.A.R.	Max. I.S.R.	Min. open space	Min. lot width (feet)	Min. Buffer Type
Congregate Housing	2 acres	30	20	25	25	100	45	30%	1	0.6	NA	125	B
Cluster Subdivision (One unit dwellings) on a minimum of 5 acres	5,171	20	10'	20'		1	35	50%	0.5	0.35	15% lotted subdivision area	60	NA
Places of worship & nursing homes	20,000	25	25	25		NA	40	30%	0.5	0.4	NA	100	B
Public Service and Utility uses	14,000	20 ⁴	20 ¹	20 ⁴		NA	40	30%	0.5	0.6	NA	100	A ⁵
Day Care Center	14,000	20	20	20		NA	35	30%	0.5	0.5	1,000 square feet	85	See 165-100 D(7)

- 1 Detached residential accessory buildings with a ten-foot maximum height and a one hundred fifty-square foot maximum gross floor area may be set back no less than five feet from side and rear lot lines.
- 2 Detached residential accessory buildings with a ten-foot maximum height and a one hundred fifty-square foot maximum gross floor area may be set back no less than five feet from side and rear lot lines.
- 3 Or the minimum height allowed under federal law, whichever is greater.
- 1 12,000 SF for the first two units in a building and 3,000 SF for each additional unit in the same building.
- 2 27,000 SF for seven dwelling unit buildings and 3,000 SF per unit over seven units in the same building, but not less than a 2 acre site.
- 3 45,000 SF for 13 dwellings units in a building and 3,000 SF per unit over 13 units in the same building, but not less than a 3 acre site.
- 4 Side and Rear yards shall be increased to 25' for buildings and structures in excess of 5,000 SF.
- 5 Buildings and structures in excess of 5,000 SF Buffer Yard B
- 6 Or the minimum height allowed under federal law, whichever is greater.
- 7 Detached residential accessory buildings with a ten-foot maximum height and a one hundred fifty-square foot maximum gross floor area may be set back no less than five feet from side and rear lot lines.

Additions via underline
Deletions via strikethrough

COUNCIL ACTION

Item No. 15-138
APRIL 13, 2015

Date: April 13, 2015

Item/Subject: **ORDINANCE**, Amending Chapter 165, Land Development, of the Code of the City of Bangor, By Defining and Regulating Landscaping as a Use in the Rural Residence and Agricultural (RR & A) District

Responsible Department: Legal

Commentary: This ordinance amendment would define and regulate landscaping service businesses as a use in the Rural Residence and Agricultural District. The Rural Residence and Agricultural District (RR&A) has a history of sometimes uneasy coexistence between residential homes and some of the more intensive agricultural and related commercial uses which are allowed such as farming, agricultural, kennels, veterinary facilities, places of worship, and home occupations.

The City has traditionally included landscaping businesses under the umbrella of agricultural uses in the RR&A District. Recent concerns have been raised about the impact of such businesses and their proximity to residential properties. At the Council's direction, staff held two meetings with interested residents and community members to discuss these concerns and provide feedback on potential ordinance changes. Based on those discussions the proposed ordinance amendments were drafted. If approved, the attached ordinance is intended to address these concerns by providing a definition of landscaping, inclusion of setbacks and buffers, and including some parking requirements. Landscape businesses currently operating legally within the district will be grandfathered.

Department Head

Manager's Comments:

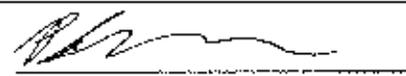

City Manager

Associated Information: Ordinance

Budget Approval:

Finance Director

Legal Approval:


City Solicitor

Introduced for

Passage

First Reading

Referral to BED and the Planning Board on April 21, 2015



Assigned to Councilor **NEALLEY**

CITY OF BANGOR

(TITLE.) Ordinance, Amending Chapter 165, Land Development, or the Code of the City of Bangor, By Defining and Regulating Landscaping as a Use in the Rural Residence and Agricultural (RR & A) District

WHEREAS, landscaping service businesses have traditionally been considered as an agricultural use in the Rural Residence and Agricultural District (RR&A);

WHEREAS, concerns have been raised regarding the proximity of such businesses to residences in the RR&A District; and

WHEREAS, the needs of landscaping businesses must be balanced with the concerns of residential property owners;

NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF BANGOR AS FOLLOWS:

That Chapter 165, Land Development of the Code of the City of Bangor be amended as follows:

§ 165-13. Definitions.

For the purpose of interpreting this chapter, the following terms, phrases, words and their derivations shall have the meanings given herein:

...

LANDSCAPING SERVICES

Onsite and offsite business activities related to planting, bed preparation, installation of landscape materials and care and upkeep of the landscape after such installation. Landscaping services include:

- A. Planting, care of, and replacement of plants;
- B. Production of plants, trees, and shrubs to be installed;
- C. Mowing, irrigation, rolling and reseeding of lawns;
- D. Pruning of, cultivation of soil around, and winterization of trees and shrubs;
- E. Raking of leaves;
- F. The application of and storage of fertilizers, pesticides, herbicides, and disease control agents by a licensed person;

- G. Construction and maintenance of flower beds, retaining walls, patios, fountains, pool basins, and similar landscape features; and
- H. Incidental repair of walls and paved surfaces.
- I. The storage of materials and equipment related to the performance of landscaping;
- J. The temporary storage of trees, shrubs, plants and hardscaping materials pending installation in an existing landscape plan;

...

§ 165-72. Required number of spaces.

A minimum number of off-street parking spaces shall be provided and maintained by the owner of every building or property hereafter erected, altered or changed in use, in accordance with the following requirements:

...

- V. Landscaping services business: one space for each 1 1/2 employees, plus customer parking to meet needs of specific operations.

...

§ 165-105. Rural Residence and Agricultural District (RR & A).

- A. Statement of purpose. The Rural Residence and Agricultural District is established to preserve in agricultural use lands where urban development is generally not feasible because of the absence of public utilities and community facilities. As these utilities and facilities become available within the urban development boundary and a demand for urban land use develops, a change of zoning from agricultural to other districts may be made. Minimum lot sizes in this district are also intended to preserve the quiet, rural atmosphere and to conserve property values.
- B. Basic requirements. Buildings or land used or occupied and buildings or structures erected, constructed, reconstructed, moved or structurally altered, whether permitted uses or conditional uses, shall comply with the requirements of this section, Articles II through XII and the specific development standards of Article XIX of this chapter.
- C. Permitted uses. The following uses are permitted in this district:
 - (1) Agriculture.
 - (2) The sale of farm, nursery, dairy or poultry products within a structure having a gross floor area of not more than 500 square feet.
 - (3) Sale of farm products where:

- (a) The retail area shall not exceed 2,500 square feet.
 - (b) The property is located on a major arterial street.
 - (c) The property is a working farm.
- (4) One-family dwellings and one-family detached manufactured housing units.
 - (5) Home occupation or profession (subject to the requirements of Article IV).
 - (6) Municipal uses.
 - (7) Public utility and public service uses.
 - (8) Community living arrangements, in accordance with 30-A M.R.S.A. § 4357-A, as may be amended.
 - (9) Cluster subdivision for detached single-family dwellings, provided that:
 - (a) Such project has a minimum of five acres.
 - (b) Provision is made for the maintenance in perpetuity of open space areas in such a project.
 - (c) Such project receives approval under Article XVI of this chapter.
 - (10) Cellular telecommunication towers, provided that:
 - (a) They do not exceed 195 feet in height, or the minimum height required under federal law, whichever is greater.
 - (b) They are set back from property lines a minimum of 100% of the tower height.
 - (c) They conform to the requirements of § 165-80.1.
 - (11) Bed-and-breakfasts, provided that:
 - (a) Meals provided are limited to patrons and their guests.
 - (b) It is limited to a maximum of 10 guest rooms.
 - (c) It provides, at a minimum, an A Buffer Yard or an equivalent of existing woody vegetation to buffer neighboring properties.
 - (d) The applicant demonstrates compliance with the State Plumbing Code for the proposed number of units.

- (12) Landscaping services, provided that:
- (a) Facilities, equipment, and storage areas are located at least 150 feet from any residential building on another parcel.
 - (b) At minimum, an A Buffer Yard or an equivalent amount of existing woody vegetation is provided to buffer neighboring properties. Wherever facilities, equipment, storage, or operation of the landscaping services business takes place within 50 feet of a property line, a C Buffer Yard or an equivalent amount of existing woody vegetation to buffer neighboring properties must be provided instead.
 - (c) The Code Enforcement Officer shall mail notice of a pending application for a building permit or certificate of occupancy for a landscaping services use via first-class mail to abutting property owners within seven days of receipt of such application. For the purpose of this section, property owners shall be considered to be the parties listed by the Assessing Department of the City of Bangor as those against whom taxes are assessed. Failure of any property owner to receive notice shall not invalidate any action of the Code Enforcement Officer or other City official or agency.
 - (d) Notwithstanding § 165-10(B)(2) of this Code, the Code Enforcement Officer may take up to 20 days to approve, deny, or refer to the Planning Board a building permit application for a landscaping services use. Notwithstanding § 165-10(C)(2) of this Code, the Code Enforcement Officer may take up to 20 days after application for a certificate of occupancy to issue the certificate of occupancy for a landscaping services use, provided that he/she determines that the erection or alteration has been constructed in accordance with this chapter and the Building Code of the City of Bangor.
- (13) Accessory uses on the same lot and customarily incidental to and subordinate to the above uses and any use approved under Subsection D below.

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

COUNCIL ACTION

Item No. 15-139

Date: April 13, 2015

Item/Subject Amending Land Development Code – Zone Change – 300 Forest Avenue (Tax Map 046-129) from an Urban Residence One District to a Government and Institutional Service District.

Responsible Department: Planning Division

Commentary: This ordinance will amend the Land Development Code to change the zone on property owned by Duprey Enterprises, Inc. The applicant is requesting a zone change for a parcel of land (.57 acres) located at 300 Forest Avenue (Tax Map 046-129) from an Urban Residence One District to a Government and Institutional Service District. The church which has been at this location for over 100 years is in a Single Family Residential District (URD-1 has ceased to attract new membership to continue its operation. The contract owner seeks to operate the facility as a for-profit day care facility and would be a permitted use in the Government and Institutional Service District.

/s/ Tanya L. Emery
Dept. Head

Manager's Comments:

For Referral to Planning Board Meeting of April 21, 2015 at 7:00 p.m.

Carl M. Lorber
City Manager

Associated Information:

Budget Approval:

Finance Director

Legal Approval:

[Signature]
City Solicitor

Introduced for

Passage

First Reading

Referral to Planning Board Meeting of April 21, 2015, 7:00 p.m.

Page 1 of 1

Assigned to Councilor Faircloth



CITY OF BANGOR

(TITLE.) **Ordinance**, Amending Land Development Code – Zone Change – 300 Forest Avenue (Tax Map 046-129) from an Urban Residence One District to a Government and Institutional Service District.

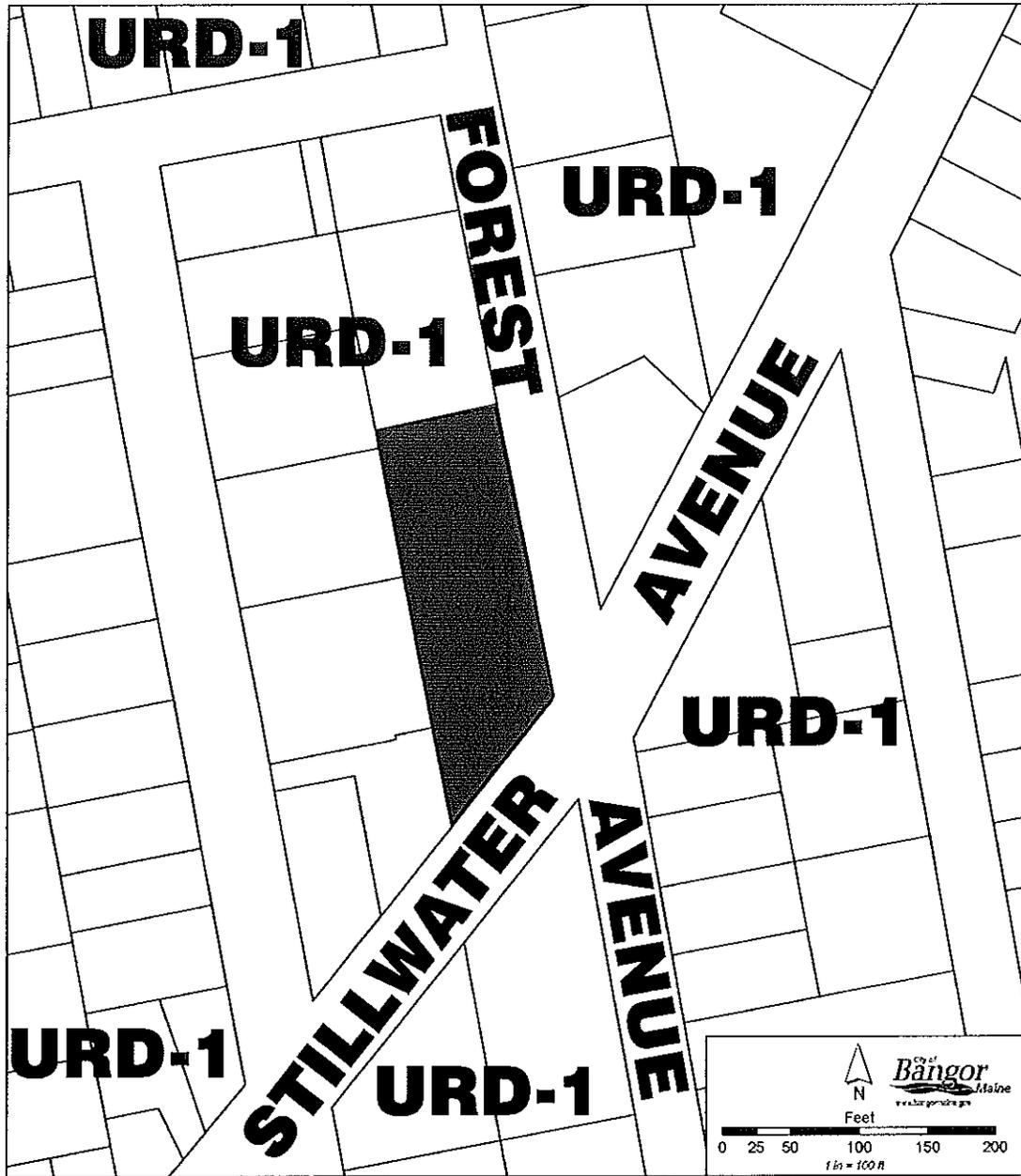
Be it ordained by the City Council of the City of Bangor, as follows:

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 300 Forest Avenue (Tax Map No. 046, Parcel No. 129) from an Urban Residence One District to a Government and Institutional Service District. Said parcel of land containing approximately .57 acres and being more particularly indicated on the map attached hereto and made a part hereof.



URD-1 TO G&ISD



7/1/2012

APPLICATION FOR LAND DEVELOPMENT CODE AND MAP AMENDMENT

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

DATE: 3-18-15

1. I(WE) DUPREY ENTERPRISES, INC.

2. of 416 Stillwater Ave Bangor 561-4848 cell 857-0080
Address City or Post Office Telephone

hereby petition to amend the Land Development Code of the City of Bangor, Maine by reclassifying from UZO1 district to the G+15D 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) 300 FOREST AVE. BANGOR.
Total Area (acres or square feet) .57 ACRES.

4. PROPERTY LOCATION (General location): Example - South side of State Street 400 yards. East of Pine Street
CORNER of Stillwater & FOREST AVE

5. LEGAL DESCRIPTION OF PROPERTY - Assessors Map No. 46 Parcel 129

6. EXISTING USE: RC

7. PROPOSED USE: Child Care Center.

8. NAME AND ADDRESS OF OWNER OF RECORD: Name FOREST AVE CONC CONTRACT.
Address 300 forest Ave.

9. NAME AND ADDRESS OF CONTRACT OWNER (if such): Duprey Enterprises Inc.

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.

Table with 4 columns: Application fee, Processing, Advertising, Total. Rows include Zone Change (1/2 acre or less), Zone Change (in excess of 1/2 acre), Contract Zone Change - 5 conditions or less, and More than 5 conditions or 50 words.

*Two Ads Required ** Advertising costs above this amount to be paid for by applicant.

PLEASE READ PROCESSING PROCEDURE ON REVERSE SIDE

COUNCIL ACTION

Item No. **15-140**

Date: **April 13, 2015**

Item/Subject: RESOLVE, Appropriating \$30,000 from the Fire Equipment Reserve for Repairs to Fire Engine 1

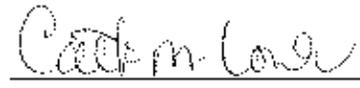
Responsible Department: Finance

Commentary: The attached resolve would appropriate \$30,000 from the Fire Equipment Reserve to fund repairs to Fire Engine 1. Fire Engine 1 is a 2005 pumper truck which has reached service half-life and has door corrosion issues, a broken driveline transfer case (this shifts the engine power from the wheels to the pump), and is the only engine without air conditioning. If approved this resolve would appropriate the necessary funding to replace the truck doors, repair the driveline transfer case and install air conditioning.

This item was reviewed and recommended for approval by the Finance Committee on 4/6/2015.

Department Head

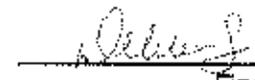
Manager's Comments:


City Manager

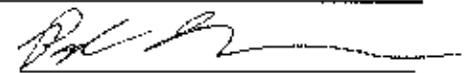
Associated Information:

Budget Approval:

The current balance of the Fire Equipment Reserve is \$338,000.


Finance Director

Legal Approval:


City Solicitor

Introduced for

Passage
 First Reading
 Referral

Page of



Assigned to Councilor Sprague

CITY OF BANGOR

(TITLE.) RESOLVE, Appropriating \$30,000 from the Fire Equipment Reserve for Repairs to Fire Engine 1

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BANGOR, THAT

The amount of \$30,000 is hereby appropriated from the Fire Equipment Reserve to fund necessary repairs to Fire Engine 1.



**UNFINISHED
BUSINESS**

COUNCIL ACTION

Item No. 15-116

Date: 3/23/2015

Item/Subject: Resolve, Accepting and Appropriating a \$136,000 Grant from the Maine Department of Health & Human Services to support an In Home Asthma Education Program.

Responsible Department: Public Health & Community Services

Commentary: This resolve will accept and appropriate a \$136,000 from the Department of Health and Human Services, Center for Disease Control and Prevention (CDC) for 17 months to provide an In Home Asthma Education Program.

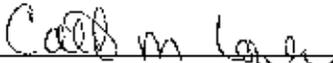
The program will provide direct services to patients with poorly controlled asthma in the home environment with a focus on education about asthma management. This will include identifying triggers in the home environment and providing suggestions to mitigate exposure. The program is expected to decrease direct health care costs associated with asthma by preventing hospitalizations and emergency/urgent care visits; and to reduce indirect costs by reducing the number of lost work days for adults and lost education days for children.

The program will serve persons of all ages in the communities of Bangor, Bradley, Brewer, Carmel, Clifton, Dedham, Eddington, Frankfort, Glenburn, Hampden, Hermon, Holden, Indian Island, Kenduskeag, Levant, Milford, Newburg, Old Town, Orono, Orrington, Veazie, and Winterport.

The term of the contract is April 14, 2015 to August 31, 2016. This represents the first period of a five-year grant that is expected to continue until August 31, 2020. This was reviewed and recommended for approval at the March 16, 2015 Government Operations Committee meeting.

Department Head

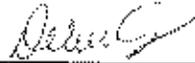
Manager's Comments:



City Manager

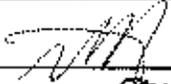
Associated Information: Resolve

Budget Approval:



Finance Director

Legal Approval:



City Solicitor

Introduced for
 Passage
 First Reading
 Referral

15-116
MARCH 23, 2015

Assigned to Councilor Civiello



CITY OF BANGOR

(TITLE.) Resolve, Accepting and Appropriating a \$136,000 Grant from the Maine Department of Health & Human Services to support an In Home Asthma Education Program.

BY THE CITY COUNCIL OF THE CITY OF BANGOR:

BE IT RESOLVED, that a Grant in the amount of \$136,000 from the Maine Department of Health & Human Services to support an In Home Asthma Education Program is hereby accepted and appropriated for the period April 14, 2015 to August 31, 2016.

COUNCIL ACTION

Item No. 15-117

Date: March 23, 2015

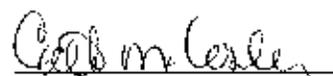
Item/Subject: Resolve, Accepting and Appropriating Grant Funds from the U.S. Department of Housing and Urban Development - Shelter Plus Care Renewal.

Responsible Department: Health & Community Services

Commentary: This resolve will accept and appropriate \$326,699 in Shelter Plus Care Funds from the U.S. Department of Housing and Urban Development to support housing for 40 qualified homeless individuals with a primary diagnosis of mental illness, chronic substance abuse or HIV related illness who are receiving support services. The City applies annually for renewal funding to continue several homeless programs under the U.S. Department of Housing and Urban Development's Homeless Continuum of Care. The City's Shelter Plus Care program won initial funding from the federal government in 1993. The period of the Grant is April 1, 2015 to March 31, 2016. This was reviewed and recommended for approval at the March 16, 2015 Government Operations Committee meeting.

Department Head

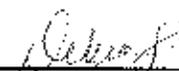
Manager's Comments:



City Manager

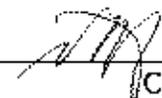
Associated Information: Resolve

Budget Approval:



Finance Director

Legal Approval:



City Solicitor

Introduced for

Passage
 First Reading
 Referral

Page ___ of ___

15-117
MARCH 23, 2015

Assigned to Councilor Plourde



CITY OF BANGOR

(TITLE.) Resolve, Accepting and Appropriating Grant Funds from the U.S. Department of Housing and Urban Development – Shelter Plus Care Renewal

BY THE CITY COUNCIL OF THE CITY OF BANGOR:

BE IT RESOLVED, that Shelter Plus Care program grant funds in the amount of \$326,699 from the U.S. Department of Housing and Urban Development are hereby accepted and appropriated for the purpose of supporting 40 housing units including those for families for the period April 1, 2015 to March 31, 2016.



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