The following are minutes of the Council Meeting held on July 23, 2007.

I. CALL TO ORDER - On Monday July 23, 2007 at 7:00 p.m. a Council Meeting was held in the City Hall Auditorium.

II. ROLL CALL OF MEMBERS - Mayor Johnston conducted a roll call of the members and determined that the Councilors present constituted a quorum. Councilors present: David Tripp, Leslie Smith, Jr., Ronald Morton, Roland L. Michaud, Arthur Tardif, Eric Cote and Christopher Jacques.

Mr. Richard R. Michaud, City Administrator and Lucette S. Pellerin, City Clerk were also present.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MINUTES

Minutes were not presented this evening.

V. AGENDA ITEMS:

A. PRESENTATION TO BOY SCOUTS OF AMERICA

The City owned four lots located off the Lincoln Road, identified on tax map 101, as lots 45, 46, 48 and 49. The Pine Tree Council, Inc. owned a single lot identified on tax map 101 as lot 47 located between the City's owned lots. None of these lots, in and of themselves, were buildable under the zoning ordinance. Pine Tree Council agreed to deed over their lot 47 to the City, and the City created one buildable lot. The agreement with Pine Tree Council was to split the proceeds from the sale of the combined lot 50/50. The sale of said parcel occurred last month and the proceeds were split and the Pine Tree Council portion amounted to $9,677.50.

At this time Councilor Leslie Smith, Jr., Councilor for Ward 2, asked that Mr. Bryan Thomas, The Assistant Council Executive, for Pine Tree Council, Scouts from Troop 371 and the adult leaders please come forward to accept the check in the amount of $9,677.50.

B. (PUBLIC HEARING) TRAIL BOND

The Eastern Trail Alliance is proposing to seek $500,000 in funding through a bond to be voted on by Saco citizens in November 2007. Passage of the bond would provide the local commitment necessary to boost the City’s chances of being awarded $1.3 million in federal funds as part of the Maine DOT bike and pedestrian program in early 2008. The total $1.78 million would allow construction of the Eastern Trail from Cascade Road to Thornton Academy, including a Route One pedestrian bridge. The ETA’s intent is that the bond not be issued prior to MDOT’s award of funds for the project. The Maine DOT considers the Eastern Trail a Trail Of Statewide
ORDER AUTHORIZING

CITY OF SACO TO BORROW AN AMOUNT NOT TO EXCEED $500,000 FOR TRAIL IMPROVEMENTS

BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF SACO, MAINE IN CITY COUNCIL ASSEMBLED:

1) That under and pursuant to 30-A M.R.S.A. §5772 and Sections 6.14 and 6.15 of the Charter of the City of Saco, the Treasurer and the Mayor of the City of Saco are authorized to issue general or limited general obligation securities in the name of the City of Saco in an aggregate principal amount not to exceed Five Hundred Thousand Dollars ($500,000), and notes in anticipation thereof, to pay a portion of the costs to design and construct improvements for trails in the City of Saco, and to acquire any real estate or interests in real estate related thereto (the “Project”);

2) That the proceeds of the said securities and said notes in anticipation thereof (hereinafter collectively, “Bonds”), together with any investment earnings thereon, are appropriated to be used for the Project and for related costs of issuance, credit enhancement and accrued interest, if any;

3) That the estimated period of utility of the Project is determined to be in excess of thirty (30) years;

4) That pursuant to Section 6.15 of the Charter of the City of Saco, taxes shall be levied on the taxable estates of the City of Saco for each year that the Bonds remain outstanding in the amount necessary to meet the payment of the annual installments of principal and interest on the Bonds;

5) That to the extent not inconsistent with this Order, the Treasurer is authorized to select such date(s), maturity(ies), denomination(s), interest rate(s), place(s) of payment, form(s) and other details of the Bonds, as the Treasurer determines to be in the interest of the City;

6) That any of the Bonds may be made callable, with or without premium, prior to their maturity;

7) That the Bonds shall be executed in the name of the City by the Treasurer and Mayor, under the official seal of the City attested by the City Clerk, and that any signature thereon may be by facsimile to the extent permitted by law;
8) That the Treasurer is authorized to provide for the sale of the Bonds at such times and in such manner, as the Treasurer determines to be in the interest of the City, and to select a purchaser or purchasers of the Bonds and to execute and deliver such contracts or agreements as may be necessary in connection therewith;

9) That in connection with the sale of any of the Bonds, the Treasurer may select such financial advisors, bond counsel, underwriters, rating agencies, bond insurance companies, registrars, paying agents, transfer agents and other service providers for such of the Bonds as the Treasurer determines to be in the interest of the City, and to execute and deliver such contracts and agreements as may be necessary or appropriate to secure their services;

10) That the Treasurer is authorized to prepare, or cause to be prepared, Notices of Sale, Preliminary Official Statements and Official Statements and Placement Memoranda for use in the offering and sale of any of the Bonds, in such form and containing such information as may be approved by the Treasurer, and that the distribution thereof in the name of and on behalf of the City in connection with offering any of the Bonds is approved;

11) That the Treasurer is authorized to undertake all acts necessary to provide for the issuance and transfer of such of the Bonds as the Treasurer deems advisable in book-entry form pursuant to the Depository Trust Company Book-Entry Only System, as an alternative to physical transfer of bonds, and the Treasurer is authorized and empowered to enter into a Letter of Representation or any other contract, agreement or understanding necessary or, in the Treasurer’s opinion, appropriate in order to qualify such Bonds for and to participate in the Depository Trust Company Book-Entry Only System;

12) That the Treasurer is authorized and directed to covenant and certify on behalf of the City that no part of the proceeds of the Bonds shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause such Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

13) That the Treasurer is authorized to covenant on behalf of the City to file any information report and pay any rebate due to the United States in connection with the issuance of the Bonds, to take all other lawful actions necessary to insure that interest on the Bonds will be excluded from the gross income on the owners thereof for purposes of federal income taxation, and to refrain from taking any action which would cause interest on the Bonds to become includable in the gross income of the owners thereof;

14) That the Treasurer is authorized to covenant, certify and agree, on behalf of the City, for the benefit of the holders of Bonds, that the City will file any required reports, make any annual financial or material event disclosure, and take any other action that may be
necessary to insure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met;

15) That the Treasurer is authorized to designate any of the Bonds as qualified tax exempt obligations for purposes of Section 265(b) of the Internal Revenue Code of 1986;

16) That the Treasurer is authorized to execute and deliver such tax certificates, arbitrage and use of proceeds certificates and other documents and certificates as may, in the Treasurer’s opinion, be necessary or convenient to effect the transactions hereinbefore authorized, to be in such form not inconsistent with this Order as the Treasurer, with the advice of the City’s bond counsel, may approve;

17) That the Treasurer and other proper officials of the City are authorized and empowered in its name and on its behalf to do or cause to done all such other acts and things as may be necessary or desirable in order to effect the issuance, sale and delivery of the Bonds in accordance herewith and any such prior action by them is hereby ratified and confirmed;

18) That if the Treasurer, Mayor, Clerk or any other City officer or official is for any reason unavailable to approve, execute or attest the Bonds or any related financing documents, the person or persons acting in any such capacity, whether as an assistant, a deputy, or otherwise, is authorized to act for such official with the same force and effect as if such official had herself/himself performed such act;

19) That if any of the officers or officials of the City who have signed or sealed the Bonds shall cease to be such officers or officials before the Bonds so signed and sealed shall have been actually authenticated or delivered by the City, such Bonds nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds had not ceased to be such officer or official; and also any such Bonds may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Bonds, shall be the proper officers and officials of the City, although at the nominal date of such Bonds any such person shall not have been such officer or official;

20) That the Treasurer prepare a signed financial statement to accompany this and any other referendum question to be submitted on the same date to the voters of the City for ratification of bond issues;

21) That a copy of this Order be filed with the City Clerk; and

22) That pursuant to Section 6.15 of the Charter of the City of Saco, Maine the following question shall be submitted to the voters of the City of Saco at a referendum vote to be held on November 6, 2007:
Shall the Order of the City Council of the City of Saco entitled “Order Authorizing City of Saco to Borrow an Amount Not to Exceed $500,000 For Trail Improvements” be ratified and approved?

CITY OF SACO, MAINE

Treasurer’s Financial Statement for Proposed Bonds

Referendum Question 3: Trail Improvements

As of June 30, 2007, the total amount of bonds of the City of Saco outstanding and unpaid is $19,032,932 of which $15,492,688 is principal and $3,540,245 is interest. The City has no other bonds authorized but not yet issued. The bonded indebtedness to be assumed if the questions authorizing these borrowings are ratified by the voters is as follows:

<table>
<thead>
<tr>
<th>Question</th>
<th>Proposed Improvements</th>
<th>Bond Principal</th>
<th>Estimated Bond Interest</th>
<th>Total Principal and Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Question</td>
<td>Trail</td>
<td>$500,000</td>
<td>$268,761</td>
<td>$768,761</td>
</tr>
</tbody>
</table>

Total Estimates

The total debt service costs will vary depending on which questions are approved and the prevailing interest rates at the time the bonds are issued. The above estimated costs for the bonds are based upon an estimated interest rate of 4.5% over an estimated term of 20 years.

The validity of this obligation and of the voters' ratification of this obligation may not be affected by any errors in the estimate made pursuant to the above statement. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the obligation is not affected by reason of the variance.

Dated: July 23, 2007 at Saco, Maine

/s/Lisa Parker

Lisa Parker, Treasurer City of Saco
Summary of Project

Trail Improvements

Maine Department of Transportation allocated funds to design the Eastern Trail across Saco from Cascade Road to South Street in Biddeford. A request for bids is pending. Once complete, the Eastern Trail Management District can apply for limited state and federal funds to build the Saco section. The proposed bond would provide evidence to the Maine DOT of strong local commitment to completion of this segment of the Eastern Trail. As Dan Stewart, Bicycle and Pedestrian Program Manager for the Maine DOT says, “MaineDOT considers the Eastern Trail Initiative a Trail of Statewide Significance. Just as important, the trail within Saco has merits on its own because of its connections for bicyclists and pedestrians between the neighborhoods near Route 112, Thornton Academy, the downtown, and Fun-Town, a major destination. If the voters approve $500,000 towards the completion of this facility, this will show a strong local commitment and support of the project. In early 2008, when MaineDOT is accepting applications bicycle and pedestrian funding, these factors will all be considered in evaluating potential funding.

Cost $500,000

Councilor Cote moved, Councilor Jacques seconded to open the public hearing on the Order entitled, 'Order Authorizing City of Saco to Borrow an Amount not to Exceed $500,000 for Trail Improvements'. The motion passed with seven (7) yeas.

Mr. John Andrews, Saco addressed the Mayor and Council regarding the Trail within Saco as having merits of its own due to the potential for connections between neighborhoods near North Street, Thornton Academy and Route One destinations such as Funtown.

Ms. Patti Broder, President of the Eastern Trail Alliance, felt that this proposal would be doable.

Mr. Ed Sirois, 38 Summer St., stated that the project was a great project but without sidewalks to Route One he would not be able to support the Trail Bond, due to safety issues.

Councilor Cote moved, Councilor Morton seconded, to close the Public Hearing and Be it Ordered that the City Council schedule the Second and Final Reading of the Order for final Council action on August 6, 2007. Further move to approve the Order. The motion passed with five (5) yeas and two (2) nays. Councilor Tardif and Smith voted in the negative.

C. (PUBLIC HEARING) LIQUOR LICENSE RENEWAL & ENTERTAINMENT PERMIT - SARGES TAILGATE GRILLE

Pit Road Enterprise d/b/a Sarges’ Tailgate Grille has applied for their liquor license to be renewed for a term of one year.

The applicant has paid all applicable permit fees and the clerk has properly advertised the public hearing in accordance with M.R.S.A., Title 28-A, Subsection 653 and in accordance with Saco City Code, Chapter 93, Entertainment sub-section 93-2.
Councilor Cote moved, Councilor Jacques seconded, to open the Public Hearing. The motion passed with seven (7) yeas.

There being no comments from the public Councilor Cote moved, Councilor Jacques seconded, to close the Public Hearing and Be it Ordered that the City Council grant the renewal of Sarges’ Tailgate Grille Liquor License for a term of one year. Further move to approve the Order. The motion passed with seven (7) yeas.

D. (SECOND & FINAL READING) CODE AMENDMENT - SALE OF SURPLUS PERSONAL PROPERTY

Each City employee is expected to be responsible for and care for any city equipment and/or property in his or her possession. When the equipment or property has reached the end of its useful life, the city must properly dispose of the asset.

Pursuant to the Administrative Code, the current policy on loaning or selling City property or equipment states “that no City property, supplies or equipment of any kind shall be loaned or sold to any person. Exceptions to this policy may be made only in cases where failure to make an exception will have a deleterious effect on the public health and welfare or to provide for loaning or borrowing equipment to or from other governmental jurisdictions.”

Historically, when the city has accumulated an abundance of items and equipment that is no longer useful, the City Administrator has obtained Council approval to declare such items “surplus” and further has authorized the City Administrator to dispose of the property in the most advantageous way.

The Finance Director has written new guidelines titled, ‘Personal Property Disposition Policy’ that will require the deletion of the current policy in the Code and set in place a process by which to dispose of surplus personal property.

During the Second and Final Reading of the Code Amendment to Article VIII, Policies and Procedures, §4-40, the Council will be asked to accept the new policy titled, ‘Personal Property Disposition Policy’, and an amendment to the ‘Purchasing Policy’.

The Purchasing Policy amendment includes deleting the reference to sales under $3000, and sales $3000 or more, since the sales language will be incorporated into the ‘Personal Property Disposition Policy’.

Councilor Tripp moved, Councilor Morton seconded, that the City of Saco hereby approves the Second and Final Reading of the document titled, ‘City of Saco – Code Amendment – Article VIII Policies and Procedures, §4-40, dated April 23, 2007’, and further moves to accept the new policy titled, ‘Personal Property Disposition Policy, dated June 4, 2007’, and an amendment to the ‘Purchasing Policy, adopted by City Council on July 5, 2005’. The motion passed with seven (7) yeas.
City of Saco

Code Amendment Article VIII Policies and Procedures, §4-40

Dated, April 23, 2007

(Language to be deleted is represented by strikethrough while new language is underlined)

Article VIII Policies and Procedures,

§4-40. Loaning or selling City property or equipment. (Current provisions on loaning or selling city property or equipment are in the Personal Property Disposition Policy on file in the City offices).

The City Council hereby establishes the general policy that no City property, supplies or equipment of any kind shall be loaned or sold to any person. Exceptions to this policy may be made only in cases where failure to make an exception will have a deleterious effect on the public health and welfare or to provide for loaning or borrowing equipment to or from other governmental jurisdictions.

Introduction:

1. Each City employee is expected to be responsible for and care for any city equipment or property in his or her possession. When the equipment or property has reached the end of its useful life the city must properly dispose of the asset and attempt to obtain any residual value the asset may have.

2. The following policy details how to properly dispose of City of Saco property.

Real Property vs. Personal property:

1. The fundamental difference between real and personal property is that personal property is generally movable and real property generally is not moveable. For example: Land, buildings and other structures are real property, while personal property consists of office equipment, vehicles, large mobile equipment, supplies and scrap.

2. The City Council, on October 4, 2004, amended the policy for disposition of tax or sewer lien acquired property, which governs the disposal of real property acquired by the city through the foreclosure process. Chapter 81, Article 1, Section 81, “Sale of city-owned real property,” of the city Code established the procedures for the sale of city owned real property. The remainder of this policy is therefore concerned with the disposal of personal property.
3. Identification Process:

   a) The identification of city property as surplus is the responsibility of each department. The City Administration Department will coordinate the disposal of surplus property.

4. Generally, all revenues generated from the sale of surplus property will be receipted into the Fund that the asset was purchased from.

   1. Exceptions may be:

      a. Assets purchased with grant funds in which the grant provided for the asset’s disposition.

      b. A sale of assets that has been court ordered and the proceeds are required to go towards a specific purpose.

      c. Assets deemed by the City Administrator as having potential value to trade-in against the purchase of a like-kind new asset.

      d. The Finance Department will ensure a proper accounting of funds as mandated by Federal and State statutes, as applicable.

C. Disposal Process:

   1. Each Department Head will identify when there is no longer a need for specific City property, i.e., vehicles, equipment, office furniture, and/or other office related equipment.

   2. All items, excluding computer and telecommunications equipment, will be itemized and submitted by the Department Head to the City Administration Department.

   3. The City Administration Department will identify the surplus property that may have some use in other city departments and circulate via e-mail a list detailing the available property.

   4. The e-mail will state that the items will be declared surplus by a specific date allowing when possible a minimum of ten (10) working days after the day the e-mail is sent.

   5. If no claims have been made by other city departments within the time established, the items will be processed to be declared surplus by the City Council and disposed of by one of the methods outlined below.
6. When computer and telecommunications equipment is identified as no longer being needed within the department, for example due to a change in job responsibilities, or the elimination of a position, the Information Technology Department is to be contacted.

7. Information Technology will then make the determination of whether or not the equipment has reached the end of its useful life, or should be placed in service in another work area within the city.

8. When Information Technology determines that the equipment should be declared as surplus, Information Technology will then be responsible for sending a list of the items to the City Administration Department. The items will be processed to be declared surplus by the City Council and disposed of by one of the methods outlined below.

9. Routine replacement of computer and telecommunications equipment is determined by Information Technology in accordance with a replacement schedule.

10. The Department Head will decide based on the established replacement schedule for vehicles and in consultation with the person responsible for fleet management within the department which vehicles may be redistributed within the city or sold as surplus.

11. The individual responsible for fleet management within each department will obtain their Department Head’s approval and then send a list of surplus vehicles to the City Administration Department which will indicate which vehicles are to be declared surplus and which vehicles may be used by other departments.

12. City Administration will then distribute a list with the available vehicles. All remaining vehicles will be processed to be declared surplus by the City Council and disposed of by one of the methods outlined below.

13. The City Administrator or designee shall be authorized to sign the titles and/or powers of attorney whenever motor vehicles, mobile equipment or other personal property requiring a title are being sold or disposed of.

14. Upon declaration of an item as surplus, departments may be responsible for providing a holding place for the items until the proper disposal can be made and/or a storage area becomes available for use. The goal will be to move the items through the disposition process as quickly as possible so that storage will not be an issue.

15. The City Council will determine how the items will be declared surplus after recommendation by the City Administrator.
a. **SALES UNDER $3,000** - The City Administrator or designee shall conduct the sale of any municipal supplies, materials and equipment no longer required by the City, of value less than three thousand dollars ($3,000) on request of the proper department head unless otherwise prescribed by state law.

b. **SALES $3,000 OR MORE** - No municipal property, supplies, materials and equipment valued at three thousand dollars ($3,000) or more, and no real estate regardless of its value shall be offered for sale unless and until the City Council so orders. If such sale is authorized, it shall be conducted in the same manner, and subject to the same procedures, as herein before required for purchases in amounts in excess of three thousand dollars ($3,000), except that in the case of sales, awards shall be to the highest and best bidder, considering such factors, where appropriate, as the use to which the property will be put after the sale, and the positive effect upon the City of such use, if any. The Council shall have the right to reject all bids. There is no local preference for sales of municipal property. The procedure in this subsection shall not apply to re-conveyance to the former owner of property taken on tax or sewer lien (See Chapter 81 of the City’s Code.)

D. **The following disposal options are recommended to be used in accordance with the primary goal of maximizing the value to be received for the item and balancing that with the greatest level of efficiency possible in disposing of the item, while protecting the public interest:**

1. State Surplus Program, if present and applicable.
2. Sell at public auction or sealed bid sale (specialty items with a value greater than $25,000).
3. Trade-in (applicable if buying like-kind property, e.g. a loader traded in for another loader. Note: trade-ins are expected to have gone through the surplus property process).
4. General sale (can be combined with other governmental agencies).
5. Offer for sale on the city’s web site or an established web site.
6. Sell or donate to a non-profit organization or another governmental agency.
7. Scrap, salvage or recycled items do not need to be declared surplus by the City Council. (metals, paper, cardboard, wood, plastics, glass may at various times have some residual value. Departments are required when economically feasible to submit to the Recycling Director at
Public Works these items in order to be included in the city’s sub-contracted recycling program).

8. The police chief, upon completion of the annual bicycle public auction, has the authority to dispose of unsold bicycles in any manner deemed appropriate.

E. Police Evidence (Found & Abandoned Property):

1. Police evidence, confiscated items, or found and abandoned property that have come into the custody of the Police Department are to be disposed of in accordance with State of Maine law.

2. Once property has been in the possession of the City of Saco Police Department for a period of more than 60 days following conclusion of all legal proceedings related to the property; or conclusion of the investigation if no criminal action is filed, then the city may dispose of unclaimed property as follows:

   a. An inventory describing the unclaimed property shall be prepared.

   b. A notice of intent to dispose of the unclaimed property described in the inventory prepared pursuant to paragraph (a) of this subsection shall be published. The notice shall be posted in three public places in the City of Saco, and shall also be published in a newspaper of general circulation in the jurisdiction of the City of Saco. The notice shall include a description of the unclaimed property as provided in the inventory, the address and telephone number of the Police Department and a statement in substantially the following form: NOTICE The City of Saco Police Department has in its possession the unclaimed personal property described below. If you have any ownership interest in any of that unclaimed property, you must file a claim with the City of Saco, Office of the City Administrator, within 30 days from the date of publication of this notice, or you will lose your interest in that property.

   c) A copy of the notice described in paragraph (b) of this subsection shall also be sent to any person that the city has reason to believe has an ownership or security interest in any of the unclaimed property described in the notice. A notice sent pursuant to this paragraph shall be sent by regular mail to the last known address of the person.
d) Prior to the expiration of the time period stated in a notice issued pursuant to this section, a person may file a claim that presents proof satisfactory to the city that the person is the lawful owner or security interest holder of any property described in that notice. The city shall then return that property to that person.

e) State law affords the person seeking the return of property other remedies should the city fail to promptly return the property.

f) Title to all unclaimed property described in a notice issued pursuant to this section shall pass to the city free of any interest or encumbrance thereon in favor of any person who has:

3. A security interest in the property and to whom the city mailed a copy of the notice described in paragraph (b) of this subsection in accordance with paragraph (c) of this subsection; or - Any ownership interest in the property.

4. The City of Saco may transfer good and sufficient title to any subsequent purchaser or transferee. Any department, agency or officer of the state or any political subdivision whose official functions include the issuance of certificates or other evidence of title shall be immune from civil or criminal liability when such issuance is pursuant to a bill of sale issued by the city.

F. Forfeited/Confiscated/Seized Property:

1. Property, which is forfeited by a court as a result of criminal activity, may be disposed of in accordance with this policy. Proceeds, net of expenses, shall be kept separate and deposited into a special account (arrest forfeiture account) for the specific purpose the funds may have been designated for.

2. Federal (United States Code, Part 1, Chapter 46, Section 981) and State (Title 21, Chapter 13, Section 881) Criminal Forfeiture Law dictate the process for the disposal of items obtained. The procedure in the Federal and State Statutes are to be followed prior to the expenditure of any proceeds obtained under this section.

3. Generally, proceeds from the sale of personal property, any personal property itself and any monies directly obtained via the forfeiture laws are
used to supplement, and not supplant, the normal budgetary process of the police department.

G. Employee Responsibility:

1. The policy of the City of Saco is that city personnel NOT use any city equipment, property, materials or scrap for their own personal use, unless previously authorized by the City Administrator. If city property is determined to have no value; it is to be properly disposed of according to this policy, recycled or placed in trash.

2. Employees may attend public sales and/or auctions and purchase city property.

H. Expenditure of Funds:

1. The expenditure of funds received from any of the above-cited sources will follow the city’s Purchasing Policy and Procedure.

Amendment to the City of Saco - PURCHASING POLICY
Adopted by City Council
July 5, 2005

(Please note new language is underlined while strikethrough represents language to be deleted)

E. REGULATIONS GOVERNING PURCHASE AND SALE OF PROPERTY

3. SALES
   a) SALES UNDER $3,000
   The City Administrator or designee shall conduct the sale of any municipal supplies, materials and equipment no longer required by the City, of value less than three thousand dollars ($3,000) on request of the proper department head unless otherwise prescribed by state law.

   b) SALES $3,000 OR MORE
   No municipal property, supplies, materials and equipment valued at three thousand dollars ($3,000) or more, and no real estate regardless of its value shall be offered for sale unless and until the City Council so orders. If such sale is authorized, it shall be conducted in the same manner, and subject to the same procedures, as herein before required for purchases in
amounts in excess of three thousand dollars ($3,000), except that in the case of sales, awards shall be to the highest and best bidder, considering such factors, as the use to which the property will be put after the sale, and the positive effect upon the City of such use, if any. The Council shall have the right to reject all bids. There is no local preference for sales of municipal property. The procedure in this subsection shall not apply to re-conveyance to the former owner of property taken on tax or sewer lien (See Chapter 81 of the City’s Code.)

VI. CONSENT AGENDA:

A. TRANSFER OF ASSETS

The Office of the Attorney General requires the legislative body of the municipality involved in any asset forfeiture to publicly vote to approve the acceptance of the assets each and every time the courts make them available for disposal.

Note in the accompanying documents the caution that forfeiture is not guaranteed, but this is a necessary step in the process prior to the court making its final decision. The final award is typically a percentage (10% to 40%) of the amount forfeited, depending upon the extent of our involvement.

_Councilor Tripp moved, Councilor Morton seconded, that it be Ordered that the City Council does hereby approve with reference to Superior Court Docket #06-1574, of the transfer of the Defendant(s) in Rem, namely $3,418, or any portion thereof, pursuant to 15 M.R.S.A. §5822(4)(A). Further move to approve the order. The motion passed with seven (7) yeas._

VII. RECESS THE MEETING - MOVE TO WORKSHOP

_Councilor Smith moved, Councilor Michaud seconded, to recess at 7:50 p.m. The motion passed with seven (7) yeas._

VIII. ADJOURN THE WORKSHOP AND RECONVENE THE MEETING

_Councilor Tripp moved, Councilor Michaud seconded that it be Ordered that the City Council, Pursuant to M.R.S.A. Chapter 13, Subchapter 1, sub-section 405 (6) (E) move to enter into Executive Session to discuss:

a. 32-34 Storer Street_
The motion passed with seven (7) yeas. TIME: 7:40 p.m.

Councilor Tripp moved, Councilor Michaud seconded to come out of executive session at 8:23 p.m.

The Mayor called for a recess at 8:23 p.m.

No report from the executive session.

Upon return of the recess and executive session, at 10:23 p.m., Mayor Johnston conducted a roll call of the members and determined that the Councilors present constituted a quorum.

A. JUSTICE ASSISTANCE GRANT

We were recently advised by the Maine Department of Public Safety that the Federal Bureau of Justice Assistance had awarded the Police Department $11,099. We will be using this funding to purchase video recording systems for all of our marked cruisers (six units) and to equip the cruisers with outer gear to protect them from inclement weather.

The recording systems will improve the quality and credibility of evidence presented in court by providing the Department with actual recordings of the events in question. The technology is proven, but expensive, and we will use this funding to leverage a program sponsored by the Bureau of Highway Safety to obtain the recording systems.

The outer gear is ANSI-certified high visibility rain gear that we will place into the cruisers so that when officers are assigned to traffic posts and emergency duty for long periods of time they will be adequately protected from the elements.
ATTACHMENT #1 (Program Narrative)
Justice Assistance Grant award # 2007-F7376-ME-DJ

July 17, 2007

The City of Saco proposes to spend its funding from this grant ($11,099) in the following ways:

**Watchguard Digital In-Car Video Recording Systems**

<table>
<thead>
<tr>
<th>Units</th>
<th>Cost per Unit</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 units</td>
<td>$1,600</td>
<td>$9,600</td>
</tr>
</tbody>
</table>

These units will aid tremendously in our ability to present real-time video evidence in court. Video-documented evidence corroborates officer recall and testimony and presents to a fact finder evidence and information that is much less likely to be challenged successfully. Often the most critical aspects of any prosecution are subject to officer recall and his/her ability to accurately transcribe events which happened under a great deal of stress, in a very brief period of time. These video units will provide an irrefutably account of the event in question and result in a higher conviction rate for all types of incidents occurring in close proximity to the officer’s vehicle.

These systems are capable of recording audio and video. The systems have a wireless microphone that will enable the officer to activate the video and audio from a 1,000-foot range. The systems being proposed will record up to eight (8) hours. These particular systems record on a re-writeable DVD-Video disc that plays on regular DVD players. Moreover, there is an integrated hard drive, with a pre-post event recording up to 10 minutes. All six of Saco’s marked cruisers will be equipped.

**ANSI Class 3 Waterproof/Breathable Parka/Pants Sets**

<table>
<thead>
<tr>
<th>Sets</th>
<th>Cost per Set</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 sets</td>
<td>$250</td>
<td>$1,500</td>
</tr>
</tbody>
</table>

Frequently, our officers remain in the field for long periods of time exposed to wind, water, and cold temperatures. This past spring Saco was struck by several severe storm systems, which resulted in extensive flooding and serious coastal erosion. Officers were placed at locations on a 24-hour basis in uniforms ill-equipped to protect them adequately from the elements, and with insufficient visibility, given their duties. This all-weather gear is necessary to allow them to fulfill their mission safely and effectively.

**WITH DEDICATION, PRIDE AND COMMITMENT**
July 17, 2007

The City of Saco proposes to purchase six (6) Watchguard digital in-car video recording systems. These systems cost approximately $4,995 per unit. Because of a matching grant available to the City from the Maine State Bureau of Highway Safety, we will be able to purchase these units at a cost of $1,600 apiece, saving Saco a considerable sum of money.

The remainder of the allocated funds—$1,499—will permit the City to acquire six sets of waterproof, breathable weather gear to protect officers during inclement weather.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost per unit</th>
<th>Matching Amount</th>
<th>Grant Amount</th>
<th>Total Grant 6 units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Watchguard Video Unit</td>
<td>$4,995</td>
<td>$3,395</td>
<td>$1,600</td>
<td>$9,600</td>
</tr>
<tr>
<td>Waterproof WeatherGear</td>
<td>$250</td>
<td>N/A</td>
<td>$250</td>
<td>$1,499</td>
</tr>
</tbody>
</table>

WITH DEDICATION, PRIDE AND COMMITMENT
Attachment #3  (Review Narrative)
Justice Assistance Grant Award #2007-F7376-ME-DJ

July 18, 2007

This review narrative is to document that as of this date this Justice Assistance Grant award has been made available to the Saco City Council and Mayor Mark Johnston for review, commentary and input.

As such, its content has been made a part of the agenda and will be addressed at a public meeting on July 23, 2007 at 7:00 PM at Saco City Hall, 300 Main Street, Saco, Maine.

It is, as of this date, available to the public as well for the purpose of comment and input and is available for review at the police facility located at 20 Storer Street, Saco, Maine.

Bradley S. Paul,
Chief of Police

WITH DEDICATION, PRIDE AND COMMITMENT
Councilor Jacques moved, Councilor Morton seconded, that it be Ordered that the City Council accept Federal Bureau of Justice Assistance grant #2007-F7376-ME-DJ, in the amount of $11,099. Further move to approve the Order. The motion passed with seven (7) yeas.

B. FAIRFIELD STREET PROJECT

Bids were opened of the Fairfield Street Improvement Project on Tuesday, July 17, 2007. This project was part of the Capital Infrastructure Bond issue approved by the voters in November of 2006. This project includes replacement of sanitary and stormwater utilities and road and sidewalk reconstruction and was estimated at $286,600. During the design of the project the scope was modified to make improvements to the turning lane at the Main Street intersection to facilitate school bus turning movements.

Additionally, the Maine Department of Transportation is upgrading the signal heads at the intersection this summer and staff would recommend contributing funding to upgrade the signals to the mast arm configuration with video activation and emergency preemption that is consistent with the remainder of Main Street and Route One. The cost of the signal upgrade with contingency and construction administration is estimated at $119,573.00.

Councilor Jacques moved, Councilor Michaud seconded, that it be Ordered that the City Council authorize the City Administrator to transfer $268,540 from the Temple, Green, Pleasant Street Infrastructure Project Account # 16670-500910-07204 to the Fairfield Street Improvement Project Account # 10670-500910-07207 for the construction of road and signal improvements to Fairfield Street. Further move to approve the Order. The motion passed with six (6) yeas and one (1) nay.
AGENDA ITEM:
DATE: August 21, 2006

MEETING ITEM COMMENTARY

AGENDA ITEM: (Second & Final Reading) Authorize A Bond Question Regarding Capital Improvements

COUNCIL RESOURCE: Councilor Eric Cote

STAFF RESOURCE: Lisa R. Parker, Finance Director
Richard Michaud, City Administrator

BACKGROUND: The City has capital improvement needs that will not be addressed through the conventional budget process. The current approach will require that these projects be deferred many years into the future, which in the end will likely cost more money to complete. The Council is being asked to place a bond question before the voters to seek approval to borrow funds for these improvements.

The attached exhibits detail various project needs throughout the city. These repairs and improvements are vital to insuring the safety of our citizens. Proposed solutions and cost analysis for each of these items are included for review while considering the capital improvement bond.

The Board of Education (BOE) met to discuss the 80 Common Street renovations project at the BOE Meeting on June 6, 2006.

The City Council discussed this item in Workshop on June 5, and June 19, 2006; the First Reading was held on June 26, 2006, and the Public Hearing was held on July 24, 2006.

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Works Facility Improvements</td>
<td>$5,485,475</td>
</tr>
<tr>
<td>Parks Dept. Maintenance Building</td>
<td>$200,000</td>
</tr>
<tr>
<td>Main Street Improvements</td>
<td>$700,000</td>
</tr>
<tr>
<td>Saco Middle School Entrance Renovations</td>
<td>$365,000</td>
</tr>
<tr>
<td>Temple, Pleasant, Green &amp; Pearl Street</td>
<td>$1,249,400</td>
</tr>
<tr>
<td>Parks &amp; Recreation Community Building</td>
<td>$68,700</td>
</tr>
<tr>
<td>Garfield Street Sidewalk</td>
<td>$75,000</td>
</tr>
<tr>
<td>Fairfield Street Reconstruction</td>
<td>$286,600</td>
</tr>
<tr>
<td>Fenderson Road Construction</td>
<td>$337,800</td>
</tr>
<tr>
<td>Shadagee Road Reconstruction</td>
<td>$455,000</td>
</tr>
<tr>
<td>80 Common Street Renovations</td>
<td>$621,348</td>
</tr>
<tr>
<td>Trail Improvements</td>
<td>$1,000,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$10,844,323</strong></td>
</tr>
</tbody>
</table>
AGENDA ITEM:
DATE: August 21, 2006

MEETING ITEM COMMENTARY

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</tr>
<tr>
<td>TOTAL</td>
<td>$10,844,323</td>
</tr>
</tbody>
</table>
July 18, 2007

Mr. Mike Bolduc
City of Saco
300 Main Street
Saco, Maine 04072

Subject: Fairfield Street Infrastructure Improvement Project Contractor Bid Results

Dear Mike:

The City of Saco received bids for the Fairfield Street Infrastructure Improvement Project at 2:00 p.m. on Tuesday, July 17, 2007. The project was advertised on Monday, June 25th in the Portland Press Herald newspaper with seven (7) contractors obtaining plans and specifications. One (1) addendum was issued during the bid process.

I. Description of Work and Bid Results

The contract contains a base bid with two (2) separate bid alternates as identified below. The purpose of the two bid alternates was to separate additional signage and landscape items, associated with the Route One entrance to the Spring Hill Section of the Saco Industrial Park, from the Mill Brook Business Park project. A summary of the base bid and bid alternates is provided below:

Base Bid:
The base bid includes the reconstruction of approximately 700 linear feet of Fairfield Street, including the installation of approximately 850 linear feet of 8” diameter sanitary sewer pipe, 150 linear feet of storm drain pipe, 325 linear feet of service leads, associated appurtenance structures, and associated restoration work including full depth reconstruction of Fairfield Street, sidewalks, driveways, and installation of curb.

Bid Alternate No. 1:
Bid Alternate No. 1 includes slip-lining approximately 320 linear feet of existing 18” diameter corrugated metal storm drain pipe.

Bid Alternate No. 2:
Bid Alternate No. 2 includes replacement of approximately 320 linear feet of existing 18” diameter corrugated metal storm drain pipe and two appurtenance structures.
Mr. Mike Bolduc  
July 18, 2007  
Page 2

**Bid Alternate No. 3:**  
Bid Alternate No. 3 includes installation of vertical granite curb in lieu of bituminous curb along a portion of the project. The total length of additional vertical granite curb is approximately 675 linear feet.

The contract documents allow the award to be on the basis of the base bid or the base bid and any combinations of bid alternates as outlined above.

The Engineer’s Opinion of Cost for the project was $410,297.00 for the Base Bid, $14,250.00 for Bid Alternate No. 1, $20,500.00 for Bid Alternate No. 2, and $12,140.00 for Bid Alternate No. 3. A total of three (3) bids were received as summarized below:

<table>
<thead>
<tr>
<th><strong>Base Bid</strong></th>
<th><strong>Contractor</strong></th>
<th><strong>Bid Amount</strong></th>
<th><strong>% of Eng. Est.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Gorham Sand &amp; Gravel, Inc.</td>
<td>$396,457.84</td>
<td>96.6%</td>
<td></td>
</tr>
<tr>
<td>Maietta Construction, Inc.</td>
<td>$476,990.00</td>
<td>116.3%</td>
<td></td>
</tr>
<tr>
<td>T. Buck Construction, Inc.</td>
<td>$491,172.00</td>
<td>119.7%</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Bid Alternate No. 1</strong></th>
<th><strong>Contractor</strong></th>
<th><strong>Bid Amount</strong></th>
<th><strong>% of Eng. Est.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Gorham Sand &amp; Gravel, Inc.</td>
<td>$31,230.00</td>
<td>219.2%</td>
<td></td>
</tr>
<tr>
<td>Maietta Construction, Inc.</td>
<td>$26,550.00</td>
<td>186.3%</td>
<td></td>
</tr>
<tr>
<td>T. Buck Construction, Inc.</td>
<td>$37,055.00</td>
<td>260.0%</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Bid Alternate No. 2</strong></th>
<th><strong>Contractor</strong></th>
<th><strong>Bid Amount</strong></th>
<th><strong>% of Eng. Est.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Gorham Sand &amp; Gravel, Inc.</td>
<td>$27,540.00</td>
<td>134.3%</td>
<td></td>
</tr>
<tr>
<td>Maietta Construction, Inc.</td>
<td>$26,200.00</td>
<td>127.8%</td>
<td></td>
</tr>
<tr>
<td>T. Buck Construction, Inc.</td>
<td>$25,010.00</td>
<td>122.0%</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Bid Alternate No. 3</strong></th>
<th><strong>Contractor</strong></th>
<th><strong>Bid Amount</strong></th>
<th><strong>% of Eng. Est.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Gorham Sand &amp; Gravel, Inc.</td>
<td>$11,570.00</td>
<td>95.3%</td>
<td></td>
</tr>
<tr>
<td>Maietta Construction, Inc.</td>
<td>$10,375.00</td>
<td>85.5%</td>
<td></td>
</tr>
<tr>
<td>T. Buck Construction, Inc.</td>
<td>$11,247.50</td>
<td>92.8%</td>
<td></td>
</tr>
</tbody>
</table>

Each bid proposal form, from each Contractor, has been checked and tabulated as shown on the enclosed bid tabulation sheet.
Mr. Mike Bolduc  
July 18, 2007  
Page 3

In addition, a review of each bid has been performed to determine any informality, which may have existed in the bids. This check includes acknowledgement of the bidder and inclusion of the following items within each bid proposal:

- Acknowledgement of all addenda;
- Inclusion of the required evidence of compliance with federal drug testing laws and regulations, including 49 CFR Part 382;
- Inclusion of the 5% bid bond;
- Determination of whether the bid was completely filled out; and
- Submission of a signed bid proposal.

A review of each bid is presented below:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Acknowledgement of Addenda</th>
<th>Evidence of Drug Testing Attached</th>
<th>5% Bid Bond Attached</th>
<th>Bid Completely Filled Out</th>
<th>Bid Signed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gorham Sand &amp; Gravel, Inc.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Maietta Construction, Inc.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>T. Buck Construction, Inc.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

As shown, there were no informalities noted within any of the bids received for this project.

The bids received were prepared and submitted competitively between the bidders; however, as shown, Gorham Sand & Gravel, Inc. is the apparent low bidder for the base bid and any combinations of bid alternates.

II. Recommendations

Gorham Sand & Gravel, Inc. is a reputable firm located in Buxton, Maine. Gorham Sand & Gravel, Inc. has completed several projects that our office has been associated with over the past five years. Most recently, Gorham Sand & Gravel, Inc. completed the construction of the Cutts Avenue roadway reconstruction project in Saco. In addition, Gorham Sand & Gravel, Inc. has also completed the parking lot improvement work for the Middle School project at Thornton Academy. Gorham Sand & Gravel, Inc. is a competent general contractor that is capable of completing the work of this contract.

Our office recommends the City of Saco award the contract to Gorham Sand & Gravel, Inc. with the following provisions:

- Provided sufficient funds are available, award the contract based upon the base bid amount. If additional funds are available, our office would recommend inclusion of
bid alternate no. 2 and 3. Our office does not recommend selection of bid alternate no. 1.

- Receive all necessary right-of-way and easement acquisitions from Thornton Academy to complete the roadway realignment and sidewalk reconstruction as shown on the contract documents;

- Receive all necessary insurance certificates and bonds from the Contractor prior to executing the contract.

Copies of the bid results and tabulations have been provided to the Contractors. Please contact our office with any questions you may have concerning the bid results received or the bid review presented in this letter.

Sincerely,

DeLUCA-HOFFMAN ASSOCIATES, INC.

Joseph A. Laverriere, P.E.
Senior Engineer

JAL/jl/JN1599.02/bolduc7-18-07

Enclosure
Bid Tabulation

C: Doug Howard – City of Saco
Fairfield Street Project Funding

<table>
<thead>
<tr>
<th>Item</th>
<th>Base Bid W/Alternates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>$ 396,457.84</td>
</tr>
<tr>
<td>Bid Alternate #1</td>
<td>$ 31,230.00</td>
</tr>
<tr>
<td>Bid Alternate #2</td>
<td>$ 27,540.00</td>
</tr>
<tr>
<td>Bid Alternate #3</td>
<td>$ 11,570.00</td>
</tr>
<tr>
<td>Recommendation (Base and Alt 2&amp;3)</td>
<td>$ 435,567.84</td>
</tr>
<tr>
<td>DeLuca Hoffman Con Admin</td>
<td>$ 15,000.00</td>
</tr>
<tr>
<td>Contingency and MDOT Signal work</td>
<td>$ 104,572.71</td>
</tr>
<tr>
<td></td>
<td>$ 555,140.55</td>
</tr>
</tbody>
</table>

Revenues

<table>
<thead>
<tr>
<th>Revenues</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Fairfield Bond Account</td>
<td>$ 286,600.00</td>
</tr>
<tr>
<td>Transfer from Temple, Green CSO</td>
<td>$ 268,540.55</td>
</tr>
<tr>
<td></td>
<td>$ 555,140.55</td>
</tr>
</tbody>
</table>

C. SACO ISLAND, AMENDMENT TO PURCHASE AND SALE AGREEMENT

The City in February entered into a purchase and sale agreement with the developers of Saco Island to sell for $500,000 a 3.8 acre parcel, which the developer will use to create a parking area for the development approved by the Planning Board on Tuesday.

As the developer, now called SI Development LLC, formerly Saco Island LLC, has continued its due diligence, it has found a number of apparently minor title issues which it would like the city to address by releasing its interests. Other property issues include relocation of easements.
Attorney Kenneth Cole III and the staff have reviewed the property issues and do not see initial concerns. There has not been time for a thorough review and the staff suggests that the Council approve the releases dependent on satisfactory final legal review.

In addition, the development calls for a public path over Florida Power and Light land on the east side of the island, to allow fishing to continue on the east side of the island. While the developer would construct the path on the FPL property, the City is a more natural holder of the license which would permit public access. A license agreement has been prepared.

_Councilor Michaud moved, Councilor Tripp seconded, that it be_ Ordered that the City Council authorize the City Administrator to approve amendments to the February 20, 2007, purchase and sale agreement after a final legal review, and further move to authorize the City Administrator to enter into a license agreement with Florida Power and Light for a trail on the east side of Saco Island, subject to final legal review. Further move to approve the Order. The motion passed with seven (7) yeas.
AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS AMENDMENT TO AGREEMENT (the “Amendment”) is made this ___ day of ________, 2007, by and between SI DEVELOPMENT, LLC, formerly known as SACO ISLAND, LLC, a Maine limited liability company, whose mailing address is Harper’s Development, 134 Main Street 2A, Winthrop, ME 04364 (hereinafter called “Buyer”), and the CITY OF SACO, a Maine municipality of the County of York and State of Maine, whose mailing address is 300 Main Street, Saco, Maine 04072-1583 (hereinafter called “Seller”). Buyer and Seller are individually referred to as a “Party” and collectively referred to as the “Parties”.

RECATS

WHEREAS the Parties entered into a certain Real Estate Purchase and Sale Agreement, dated February 20, 2007 (the “Agreement”) wherein Seller agreed to sell to Buyer and Buyer agreed to buy from Seller certain property located in Saco, York County, Maine, therein described (the “Property”).

WHEREAS the Property is subject to a number of easements, restrictions and conditions which are no longer necessary for the ownership and operation of either the Property of adjacent property of Seller.

WHEREAS Seller is willing to grant an access easement to FPL Energy Maine Hydro, LLC over and across a discontinued portion of Gooch Street, all as described herein;

NOW THEREFORE in consideration of the mutual promises and covenants contained herein and in the Agreement, Seller and Buyer hereby agree as follows:

AGREEMENT

1. The above set forth Recitals are hereby incorporated by reference and made a part hereof.

2. Capitalized terms not defined herein shall have the same meaning ascribed to them in said Agreement, except as expressly set forth herein.
3. This Amendment may be simultaneously executed in any number of counterparts, each of which when duly executed and delivered shall be an original; but such counterparts shall constitute but one and the same agreement. A facsimile signature shall be deemed an original signature.

4. At Closing, Seller shall cause to be executed and delivered to Buyer a Municipal Quitclaim Deed releasing all Seller's right, title and interest, if any, in and to those easements, rights and matters set forth in Exhibit A hereto.

5. At Closing, Seller shall cause to be executed and delivered to FPL Energy Maine Hydro, LLC and Island Terrace Association, their successors and assigns access easements substantially in the forms attached hereto as Exhibits B and B-2, in order to allow such parties to access its property over and across the Property.

6. Said Agreement, as amended hereby, is hereby ratified and confirmed, and shall remain in full force and effect except as expressly provided for herein.

[BALANCE OF PAGE IS LEFT INTENTIONALLY BLANK]
IN WITNESS WHEREOF, the Parties hereto, hereunto duly authorized, have executed and delivered this Amendment to Agreement as of the day and year first above written.

WITNESS:                      SELLER:

                                   CITY OF SACO

                                   ____________________________
                                   Print Name:
                                   Its

PURCHASER:

WITNESS:                      SELLER:

                                   ____________________________
                                   Print Name:
                                   Its
IN WITNESS WHEREOF, the Parties hereto, hereunto duly authorized, have executed and delivered this Amendment to Agreement as of the day and year first above written.

WITNESS: __________________

SELLER:

CITY OF SACO

By: ____________________________
    Print Name: __________________
    Its

WITNESS: __________________

PURCHASER:

SI DEVELOPMENT, LLC

By: ____________________________
    Print Name: __________________
    Its
EXHIBIT A
TO
AMENDMENT TO PURCHASE AND SALE AGREEMENT
BETWEEN
SI DEVELOPMENT, LLC
AND
CITY OF SACO

Note: All references to “recorded” herein refer to the York County Registry of Deeds.

Reference is made to the plan entitled PARTIAL ALTA/ACSM LAND TITLE SURVEY, sheets S1 and S2, dated January 25, 2007, prepared by Oak Engineers (collectively, the “ALTA Plan”), a portion of which is attached hereto as Exhibit C, and made a part hereof (the full size ALTA Plan shall be recorded in the Registry).

1. Those certain rights and easements set forth in the deed from York Manufacturing Company to Cumberland Securities Corporation, dated December 15, 1931, and recorded in Book 826, Page 436, more particularly set forth below:

   a. Rights in and to a subway, which runs from Building #4 to the parcel on the northerly side of Gooch Street, and therefore beneath the fee parcel to be conveyed from the City to SI, by deed of near even date herewith;

   b. Right-of-way to pass north of Building #4;

   c. Rights and easement for the transmission of water for firefighting;

   d. Right to enter other lands now or formerly of Cutts Island Group for purposes associated with any right or easement formerly owned by the City and being expressly released herein;

   e. Rights in common with Cutts Island Group to dump sewage in the Saco River, said sewer line depicted as running north of Building #4.

2. Those certain rights and easements set forth in the deed from Bates Manufacturing Company to Saco Realty Corporation, dated October 1, 1958, recorded in Book 1387, Page 1, more particularly set forth below:

   a. Rights in and to a subway, which runs from Building #4 to the parcel on the northerly side of Gooch Street, and therefore beneath the fee parcel described in Exhibit A;
b. Rights and easement for the transmission of water for firefighting;

c. Right to enter other lands now or formerly of Cutts Island Group for purposes
   associated with any right or easement formerly owned by the City and being
   expressly released herein;

3. Rights and easements set forth in deed recorded in Book 826, Page 436 to that portion of
   the railroad spur more particularly depicted as so much of the railroad line located
   southerly of Gooch Street, depicted on the plan entitled KEY PLAN WATER SUPPLY LINE,
   dated August 12, 1939, recorded in Plan Book 12, Page 107, by this reference made a
   part hereof. Notwithstanding the foregoing, the City does not intend, nor does it hereby
   release any right, title or interest in and to the railroad lines, rights of way, tracks and
   appurtenances thereto, which at the date of this grant are used by Amtrack.
EXHIBIT B-1

EASEMENT AND RELEASE

This EASEMENT AND RELEASE ("Easement") is made as of this ___ day of August, 2007, by and between the CITY OF SACO (the "City"), a Maine municipality of the County of York and State of Maine, whose mailing address is 300 Main Street, Saco, Maine 04072-1538 and FPL ENERGY MAINE HYDRO, LLC ("FPL"), a Delaware limited liability company having a mailing address of 160 Capital Street, Augusta, Maine 04330. FPL and the City are each a "Party" and collectively, the "Parties".

RECITALS

WHEREAS, the City is the owner of certain real estate located in Saco, York County, Maine more particularly bounded and described in the deed from Brickyard, Inc., dated December 4, 2001, and recorded in the York County Registry of Deeds in Book 11179, Page 245 (the "City Property");

WHEREAS, FPL is the owner of certain land that abuts the CIG Property as described in the deed from Central Maine Power Company ("CMP") to FPL dated April 7, 1999, and recorded in the York County Registry of Deeds (the "Registry") in Book 9404, Page 12 (the "FPL Property");

WHEREAS, the City is willing to provide FPL with the access easement set forth herein; and

NOW, THEREFORE, in consideration of the foregoing and of the covenants and promises contained herein, the Parties agree as follows:
AGREEMENT

1. The above set forth Recitals are incorporated by reference and made a part hereof.

2. The City grants to FPL, its successors and assigns, forever, a non-exclusive easement (the “Amended Easement”) for ingress and egress by foot, motor vehicle and equipment (including the right to improve, maintain, repair, replace and pave) over and across that portion of the City Property described on Exhibit A hereto as “Proposed Access Easement Area”. The easement shall be appurtenant to and run with the FPL Property. The easement shall burden and run with the CIG Property.

3. This Amendment may be simultaneously executed in any number of counterparts, each of which when duly executed and delivered shall be an original; but such counterparts shall constitute but one and the same agreement.

[Balance of page intentionally left blank. Signature pages follow.]
IN WITNESS WHEREOF, the City has caused this Easement to be executed and delivered as of the ___ day of August, 2007.

CITY OF SACO

__________________________
By:

__________________________
Print Name:

__________________________
Its:

STATE OF __________________
COUNTY OF __________________

On _________________, 2007, personally appeared before me the above-named _______________________, _________________ [title], in his/her said capacity, and acknowledged the foregoing to be his/her free act and deed and the free act and deed of said City.

__________________________
Notary Public/Maine Attorney at Law
Printed Name:

[Balance of page intentionally left blank. Additional signature pages follow.]
EXHIBIT B-2

EASEMENT AND RELEASE

This EASEMENT AND RELEASE ("Easement") is made as of this ___ day of August, 2007, by and between the CITY OF SACO (the “City”), a Maine municipality of the County of York and State of Maine, whose mailing address is 300 Main Street, Saco, Maine 04072-1538 and ISLAND TERRACE OWNERS ASSOCIATION ("ITA"), a Maine non-profit corporation having a mailing address of __________. ITA and the City are each a “Party” and collectively, the “Parties”.

RECITALS

WHEREAS, the City is the owner of certain real estate located in Saco, York County, Maine more particularly bounded and described in the deed from Brickyard, Inc. dated December 4, 2001, and recorded in the York County Registry of Deeds (the “Registry”) in Book 11179, Page 245 (the “City Property”);

WHEREAS, ITA is the owner of certain common elements of the Island Terrace Condominium pursuant to, and as described further in that certain First Amendment and Restated Declaration of Condominium for Island Terrace Condominium dated March 24, 1988 and recorded in the Registry in Book 4668, Page 220, as Amended by Instrument dated January 12, 1998 and recorded in the Registry in Book 8604, Page 199 (the Island Terrace Condominiums, along with the common elements thereof, collectively the “ITA Property”);

WHEREAS, the City is willing to provide ITA with the access easement set forth herein; and

NOW, THEREFORE, in consideration of the foregoing and of the covenants and promises contained herein, the Parties agree as follows:
AGREEMENT

1. The above set forth Recitals are incorporated by reference and made a part hereof.

2. The City grants to ITA, its successors and assigns, forever, a non-exclusive easement (the “Amended Easement”) for ingress and egress by foot, motor vehicle and equipment (including the right to improve, maintain, repair replace and pave) by the tenants and owners of any portion of the ITA Property and their invitees, heirs, representatives, successors and assigns, as the case may be, over and across that portion of the City Property described on Exhibit A hereto as “Proposed Access Easement Area”.

2. This Amendment may be simultaneously executed in any number of counterparts, each of which when duly executed and delivered shall be an original; but such counterparts shall constitute but one and the same agreement.

[Balance of page intentionally left blank. Signature pages follow.]
IN WITNESS WHEREOF, the City has caused this Easement to be executed and delivered as of the ____ day of August, 2007.

CITY OF SACO

By: ____________________________

Print Name: ____________________________

Its: ____________________________

STATE OF ____________________________
COUNTY OF ____________________________

On ____________________________, 2007, personally appeared before me the above-named ____________________________, [title], in his/her said capacity, and acknowledged the foregoing to be his/her free act and deed and the free act and deed of said City.

____________________________________
Notary Public/Maine Attorney at Law
Printed Name:

[Balance of page intentionally left blank. Additional signature pages follow.]
ESET PUBLIC HEARING DATE FOR EMINENT DOMAIN - 965 PORTLAND ROAD

The Council reviewed on May 29 a plan for a public sewer and a public road between Cascade Road and outer Portland Road. The alignment of the sewer was selected by the Public Works Department and the city’s consulting engineers in order to serve the largest area with a single pump station. Other alignments considered would have served smaller areas.

An offer of $20,000 to owner Robert Stevenson was based on the value of $18,000 determined by a June 27 appraisal by Amidon Appraisal Company. The property is .61 acres, at 965 Portland Road. (Map 63, Lot 11) The appraiser has also determined that the value of the remainder of the 22+- acre property would increase $671,000 as a result of the sewer and road construction across the back half of the land.

Councilor Michaud moved, Councilor Morton seconded, the adoption of an Order entitled “NOTICE OF PUBLIC HEARING ON THE TAKING OF CERTAIN REAL PROPERTY BY EMINENT DOMAIN,” and to hold a public hearing pursuant to that order at 7 pm., Monday, August 20, on the taking of a portion of the property at 965 Portland Road as outlined in the order, and to order the City Clerk to provide a copy of the Notice to the owner of the party and other parties with an interest in the property, and to publish a copy of the Notice in a newspaper in general circulation in the City once a week for three weeks and to post copies of the notice at two places at in the City, plus another in the immediate vicinity of the property, said posting to occur no less than seven days before the hearing. The motion as amended passed with seven yeas.

AMENDMENT: Councilor Michaud moved, Councilor Smith seconded, to strike the following language in APPENDIX A:

1. Property Owner and Other Interested Party

2. Amount of Damages: $18,000 total as shown above for Stevenson

None for Saco Tower Operators

The motion passed with seven yeas.

NOTICE OF PUBLIC HEARING

ON THE TAKING OF CERTAIN REAL PROPERTY BY EMINENT DOMAIN

Take Notice that the Saco City Council will conduct a public hearing at 7 p.m., on Monday, August 20, 2007, at the Saco City Hall Auditorium to take public testimony and comment on a taking for highway and sewer purposes, pursuant to 23 M.R.S.A. § 3023, 30-A M.R.S.A. § 3101, and 30A M.R.S.A. § 3402 of a certain lot or parcel of real property located at or about 965 Portland Road, and then and there to consider whether to vote at that time to take by eminent domain for highway and
SEWER purposes all outstanding property interests, if any, held by Robert Stevens, his successors and/or assigns, for the same purposes, in or on that certain lot or parcel of real property with any improvements thereon located at or about 965 Portland Road in Saco, County of York, State of Maine and being more particularly described in Appendix A, attached.

The name of the condemnee is Robert Stevenson, and the amount of damages to be awarded is $18,000. A copy of the proposed City Council Order of Taking is available at the City Clerk’s office for inspection during normal business hours.

/s/Lucette S. Pellerin

Lucette Pellerin, City Clerk

Exhibit A

Proposed Road Location - Robert Stevenson Property

A certain lot or parcel of land situated in the City of Saco, County of York and State of Maine as shown on a Road Location Plan of Stevenson’s Property for the City of Saco, by Sebago Technics, Inc. dated June 28, 2007, and last revised on July 16, 2007, being more particularly bounded and described as follows:

Commencing at an old bent pipe at the southerly corner of land now or formerly owned by Roberge Construction Inc. as described and recorded at York County Registry of Deeds in Book 4145, Page 75, also being located in the northeasterly sideline of land now or formerly of Robert Stevenson, as described in a deed recorded at said registry in Book 2598, Page 294 and the southwesterly sideline of land now or formerly of Park North Development, LLC as shown on said plan;

Thence S 37°-17′-25″ E, by and along land of Park North Development, LLC, a distance of 180.35 feet to a 1½ inch pipe;

Thence S 37°-15′-27″ E, continuing along land of Park North Development, LLC, a distance of 141.10 feet to the Point of Beginning

Thence continuing S 37°-15′-27″ E, by and along land of Park North Development, LLC, a distance of 80.73 feet;

Thence S 60°-26′-13″ W, by and along remaining land of Robert Stevenson, a distance of 114.75 feet to a point of curvature;
Thence by and along a curve to the right with a radius of 540.00 feet, a length of approximately 218.14 feet, having an approximate chord of S 72°-00′-35″ W, 216.66 feet to land now or formerly of Gary C. Stevenson as described in a deed recorded at said registry in Book 12646, Page 90;

Thence by and along land now or formerly of said Gary C. Stevenson, in a northwesterly direction with an approximate bearing of N 36°-13′-40″ W, 95.00 feet;

Thence by and along a non-tangential curve to the left with a radius of 460.00 feet, a length of 233.13 feet, having a chord of N 74°-57′-22″ E, 230.65 feet to a point of tangency;

Thence N 60°-26′-13″ E, continuing along remaining land of said Robert Stevenson, a distance of 103.94 feet to the Point of Beginning.

Meaning and intending to describe a proposed road location over and through land of said Robert Stevenson, containing approximately .61 acres.

Bearings are based on Grid North.

Being a portion of the property described and conveyed from Gaston J. and Monique Y. Roberge to Robert Stevenson on December 3, 1979, and recorded in York County Registry of Deeds, Book 2598, Page 296.

ORDER TO TAKE CERTAIN PROPERTY LOCATED

AT OR ABOUT 965 PORTLAND ROAD BY EMINENT DOMAIN

WHEREAS the City of Saco for purposes of public health plans to construct a sewer to serve the Route 1/Portland Road, corridor which may eventually serve additional areas west of the Maine Turnpike;

WHEREAS the City has determined that a sewer alignment east of the Portland Road would serve the largest area most economically by optimizing the location of a single pump station;

WHEREAS the City has determined the road in essentially the same alignment would serve the public as a road connection between the Cascade Road and the Portland Road;

WHEREAS, after first providing notice to all of the affected property owners and after providing such additional notice as required by law, the City Council conducted a public hearing on August 20 at Saco City Hall Auditorium, and then and there, after hearing such persons as chose to speak thereon, the City
Council determined that a sewer line extension benefiting the public health, the lack of a safe and appropriate public road access to the property, and the need for additional economic development in the city of Saco create a public exigency within the meaning of 23 M.R.S.A. § 3023, 30-A M.R.S.A. § 3101 and 30A M.R.S.A. § 3402; and

WHEREAS, the lot or parcel of land to be taken is that certain lot or parcel of land with any improvements thereon located on the generally easterly side of Portland Road in Saco, County of York, State of Maine, being more particularly described on Appendix A;

NOW, THEREFORE, PURSUANT TO 23 M.R.S.A. Section 3023, 30-A M.R.S.A. Section 3101, and 30A M.R.S.A. § 3402, it is ordered that there is a public exigency requiring the immediate taking of the lot or parcel of land located at 965 Portland Road, described in the attached Appendix A, for highway and economic development purposes; that the outstanding real estate interests in the same held by the individuals named on Appendix A be, and hereby are, taken by eminent domain; and that damages in the total amount of $18,000. be awarded as shown on Appendix A; and

BE IT FURTHER Ordered, that a true copy of this Order and Appendix A be filed with the City Clerk; that an attested copy of the same be served by a Deputy Sheriff on each of the persons listed as Condemnees on Appendix A, and that notice of the same be published in a newspaper of general circulation in Saco for three (3) successive weeks with regard to the persons listed on Appendix A, together with their respective shares of said total $18,000. damage award; and that an attested copy of the same, along with the Clerk’s return, be filed in the York County Registry of Deeds.
APPENDIX A

1. Property Owner

Owner: Robert Stevenson

c/o Gary Stevenson

PO Box 300

Saco, Maine 04072

(965 Portland Road)

2. Amount of Damages: $18,000. total, as shown above for Stevenson

3. Property Description

A certain lot or parcel; of land situated in the City of Saco, County of York and State of Maine as shown on a Road Location Plan of Stevenson’s Property for the City of Saco, by Sebago Technics, Inc. dated June 28, 2007, and last revised on July 16, 2007, being more particularly bounded and described as follows:

Commencing at an old bent pipe at the southerly corner of land now or formerly owned by Roberge Construction Inc. as described and recorded at York County Registry of Deeds in Book 4145, Page 75, also being located in the northeasterly sideline of land now or formerly of Robert Stevenson, as described in a deed recorded at said registry in Book 2598, Page 294 and the southwesterly sideline of land now or formerly of Park North Development, LLC as shown on said plan;

Thence S 37°-17’-25” E, by and along land of Park North Development, LLC, a distance of 180.35 feet to a 1½ inch pipe;

Thence S 37°-15’-27” E, continuing along land of Park North Development, LLC, a distance of 141.10 feet to the Point of Beginning;

Thence continuing S 37°-15’-27” E, by and along land of Park North Development, LLC, a distance of 80.73 feet;
Thence S 60°-26’-13” W, by and along remaining land of Robert Stevenson, a distance of 114.75 feet to a point of curvature;

Thence by and along a curve to the right with a radius of 540.00 feet, a length of approximately 218.14 feet, having an approximate chord of S 72°-00’-35” W, 216.66 feet to land now or formerly of Gary C. Stevenson as described in a deed recorded at said registry in Book 12646, Page 90;

Thence by and along land now or formerly of said Gary C. Stevenson, in a northwesterly direction with an approximate bearing of N 36°-13’-40” W, 95.00 feet;

Thence by and along a non-tangential curve to the left with a radius of 460.00 feet, a length of 233.13 feet, having a chord of N 74°-57’-22” E, 230.65 feet to a point of tangency;

Thence N 60°-26’-13” E, continuing along remaining land of said Robert Stevenson, a distance of 103.94 feet to the Point of Beginning.

Meaning and intending to describe a proposed road location over and through land of said Robert Stevenson, containing approximately .61 acres.

Bearings are based on Grid North.

Being a portion of the property described and conveyed from Gaston J. and Monique Y. Roberge to Robert Stevenson on December 3, 1979, and recorded in York County Registry of Deeds, Book 2598, Page 296.

F. SET PUBLIC HEARING DATE FOR EMINENT DOMAIN 951-955 PORTLAND ROAD

The Council reviewed on May 29 a plan for a public sewer and a public road between Cascade Road and outer Portland Road. The alignment of the sewer was selected by the Public Works Department and the city’s consulting engineers in order to serve the largest area with a single pump station. Other alignments considered would have served smaller areas.

An offer of $37,000 to owner Gary Stevenson was based on the value of $34,000 determined by a June 27 appraisal by Amidon Appraisal Company. The property is 1.32 acres acres, at 951-955 Portland Road. Map 63, Lot 11

The appraiser has also determined that the value of the remainder of the 30+- acre property would increase $860,000 as a result of the sewer and road construction across the back half of the land.

Councilor Morton moved, Councilor Tardif seconded, the adoption of an Order entitled “NOTICE OF PUBLIC HEARING ON THE TAKING OF CERTAIN REAL PROPERTY BY EMINENT DOMAIN,” and to hold a public hearing pursuant to that order at 7 p.m., Monday, August 20, on the taking of a portion of the property at 951-955 Portland Road as outlined in the order, and to order the City Clerk to provide a copy of the Notice to the owner of the party and other parties with an interest in the property, and to publish
a copy of the Notice in a newspaper in general circulation in the City once a week for three weeks and to post copies of the notice at two places at in the City, plus another in the immediate vicinity of the property, said posting to occur no less than seven days before the hearing. The motion passed with seven (7) yeas.

NOTICE OF PUBLIC HEARING

ON THE TAKING OF CERTAIN REAL PROPERTY BY EMINENT DOMAIN

Take Notice that the Saco City Council will conduct a public hearing at 7 p.m., on Monday, August 20, 2007, at the Saco City Hall Auditorium to take public testimony and comment on a taking for highway and sewer purposes, pursuant to 23 M.R.S.A. § 3023, 30-A M.R.S.A. § 3101, and 30A M.R.S.A. § 3402 of a certain lot or parcel of real property located at or about 951-955 Portland Road, and then and there to consider whether to vote at that time to take by eminent domain for highway and sewer purposes all outstanding property interests, if any, held by Gary Stevenson, his successors and/or assigns, for the same purposes, in or on that certain lot or parcel of real property with any improvements thereon located at or about 951-955 Portland Road in Saco, County of York, State of Maine and being more particularly described in Appendix A, attached.

The name of the condemnee is Gary Stevenson, and the amount of damages to be awarded is $34,000. A copy of the proposed City Council Order of Taking is available at the City Clerk’s office for inspection during normal business hours.

/S/ Lucette s. Pellerin

Lucette Pellerin, City Clerk

Exhibit A

Proposed Road Location - Gary Stevenson Property

A certain lot or parcel of land situated in the City of Saco, County of York and State of Maine as shown on a Road Location Plan of Stevenson’s Property for the City of Saco, by Sebago Technics, Inc. dated June 28, 2007, and last revised on July 16, 2007, being more particularly bounded and described as follows:

Commencing at the southeasterly side of U.S. Route One at the westerly corner of land now or formerly owned by Gary C. Stevenson as described and recorded at York County Registry of Deeds in Book 12646, Page 90, also being the northerly corner of land now or formerly of Park North Development, LLC as described in Deed Book 15023, Page 731;

Thence S 36°-03’-40” E, by and along land of Park North Development, LLC, a distance of 1431.87 feet to the Point of Beginning;
Thence S 78°-59'-08” E, by and along remaining land of said Gary C. Stevenson, a distance of 420.00 feet;
Thence S 11°-00'-52” W, continuing along remaining land of said Gary C. Stevenson, a distance of 10.00 feet;
Thence S 78°-59'-08” E, continuing along remaining land of said Gary C. Stevenson, a distance of 135.90 feet to a point of curvature;
Thence by and along a tangential curve to the left with a radius of 460.00 feet, a length of 92.64 feet, having a chord of S 84°-45'-18” E, 92.49 feet to the approximate southwesterly sideline of land now or formerly of Robert Stevenson as described in Deed Book 2598, Page 294;
Thence by and along land now or formerly of said Robert Stevenson, in a southeasterly direction with an approximate bearing of S 36°-13'-40” E, 95.00 feet;
Thence by and along a non-tangency curve to the right with a radius of 540.00 feet, a length of 164.29 feet, having a chord of N 87°-42'-06” W, 163.66 feet to a point of tangency;
Thence N 78°-59'-08” W, by and along remaining land of said Gary C. Stevenson, a distance of 135.90 feet;
Thence S 11°-00'-52” W, continuing along remaining land of said Gary C. Stevenson, a distance of 10.00 feet;
Thence N 78°-59'-08” W, continuing along remaining land of said Gary C. Stevenson, a distance of 312.48 feet to the northeasterly sideline of said Park North Development, LLC;
Thence N 36°-03'-40” W, by and along said Park North Development, LLC, a distance of 146.84 feet to the Point of Beginning.
Meaning and intending to describe a proposed road location over and through land of said Gary C. Stevenson, containing approximately 1.32 acres.
Subject to access and utility easement rights to Saco Tower Operators, Inc. in Deed Book 5582, Page 281.
Bearings are based on Grid North.
Being a portion of the property described and conveyed from Leslie and Rena Desjardins to Gary C. Stevenson on March 24, 2003, and recorded in the York County Registry of Deeds, Book 12,646, Page 090.

ORDER TO TAKE CERTAIN PROPERTY LOCATED
AT OR ABOUT 951-955 PORTLAND ROAD BY EMINENT DOMAIN
WHEREAS the City of Saco for purposes of public health plans to construct a sewer to serve the Route 1/Portland Road, corridor which may eventually serve additional areas west of the Maine Turnpike;

WHEREAS the City has determined that a sewer alignment east of the Portland Road would serve the largest area most economically by optimizing the location of a single pump station;

WHEREAS the City has determined the road in essentially the same alignment would serve the public as a road connection between the Cascade Road and the Portland Road;

WHEREAS, after first providing notice to all of the affected property owners and after providing such additional notice as required by law, the City Council conducted a public hearing on August 20 at Saco City Hall Auditorium, and then and there, after hearing such persons as chose to speak thereon, the City Council determined that a sewer line extension benefitting the public health, the lack of a safe and appropriate public road access to the property, and the need for additional economic development in the city of Saco create a public exigency within the meaning of 23 M.R.S.A. § 3023, 30-A M.R.S.A. § 3101 and 30A M.R.S.A. § 3402; and

WHEREAS, the lot or parcel of land to be taken is that certain lot or parcel of land with any improvements thereon located on the generally easterly side of Portland Road in Saco, County of York, State of Maine, being more particularly described on Appendix A;

NOW, THEREFORE, PURSUANT TO 23 M.R.S.A. Section 3023, 30-A M.R.S.A. Section 3101, and 30A M.R.S.A. § 3402, it is ordered that there is a public exigency requiring the immediate taking of the lot or parcel of land located at 965 Portland Road, described in the attached Appendix A, for highway and economic development purposes; that the outstanding real estate interests in the same held by the individuals named on Appendix A be, and hereby are, taken by eminent domain; and that damages in the total amount of $34,000. be awarded as shown on Appendix A; and

BE IT FURTHER Ordered, that a true copy of this Order and Appendix A be filed with the City Clerk; that an attested copy of the same be served by a Deputy Sheriff on each of the persons listed as Condemnees on Appendix A, and that notice of the same be published in a newspaper of general circulation in Saco for three (3) successive weeks with regard to the persons listed on Appendix A, together with their respective shares of said total $34,000. damage award; and that an attested copy of the same, along with the Clerk’s return, be filed in the York County Registry of Deeds.

APPENDIX A

1. Property Owner

Owner: Gary Stevenson

Interested Party: Saco Tower Operators

PO Box 300

(Pursuant to lease) (Insert Address)

Saco, Maine 04072
2. Amount of Damages: $34,000. total, as shown above for Stevenson

None for Saco Tower Operators

3. Property Description

A certain lot or parcel of land situated in the City of Saco, County of York and State of Maine as shown on a Road Location Plan of Stevenson’s Property for the City of Saco, by Sebago Technics, Inc. dated June 28, 2007, and last revised on July 16, 2007, with reference to Project Number 05082, being more particularly bounded and described as follows:

Commencing at the southeasterly side of U.S. Route One at the westerly corner of land now or formerly owned by Gary C. Stevenson as described and recorded at York County Registry of Deeds in Book 12646, Page 90, also being the northerly corner of land now or formerly of Park North Development, LLC as described in Deed Book 15023, Page 731;

Thence S 36°-03’-40” E, by and along land of Park North Development, LLC, a distance of 1431.87 feet to the Point of Beginning;

Thence S 78°-59’-08” E, by and along remaining land of said Gary C. Stevenson, a distance of 420.00 feet;

Thence S 11°-00’-52” W, continuing along remaining land of said Gary C. Stevenson, a distance of 10.00 feet;

Thence S 78°-59’-08” E, continuing along remaining land of said Gary C. Stevenson, a distance of 135.90 feet to a point of curvature;

Thence by and along a tangential curve to the left with a radius of 460.00 feet, a length of 92.64 feet, having a chord of S 84°-45’-18” E, 92.49 feet to the approximate southwesterly sideline of land now or formerly of Robert Stevenson as described in Deed Book 2598, Page 294;

Thence by and along land now or formerly of said Robert Stevenson, in a southeasterly direction with an approximate bearing of S 36°-13’-40” E, 95.00 feet;

Thence by and along a non-tangency curve to the right with a radius of 540.00 feet, a length of 164.29 feet, having a chord of N 87°-42’-06” W, 163.66 feet to a point of tangency;

Thence N 78°-59’-08” W, by and along remaining land of said Gary C. Stevenson, a distance of 135.90 feet;

Thence S 11°-00’-52” W, continuing along remaining land of said Gary C. Stevenson, a distance of 10.00 feet;
Thence N 78°-59'-08" W, continuing along remaining land of said Gary C. Stevenson, a distance of 312.48 feet to the northeasterly sideline of said Park North Development, LLC;

Thence N 36°-03'-40" W, by and along said Park North Development, LLC, a distance of 146.84 feet to the Point of Beginning.

Meaning and intending to describe a proposed road location over and through land of said Gary C. Stevenson, containing approximately 1.32 acres.

Subject to access and utility easement rights to Saco Tower Operators, Inc. in Deed Book 5582, Page 281.

Bearings are based on Grid North.

Being a portion of the property described and conveyed from Leslie and Rena Desjardins to Gary C. Stevenson on March 24, 2003, and recorded in the York County Registry of Deeds, Book 12,646, Page 090.

D. AMTRAK STATION - LEASE & ARCHITECT CONTRACT

The 2001 construction of the parking lots and platform for the Downeaster prepared a serviced site for a station, in anticipation of the construction of a station. The Council previously decided to dedicate to the station project $500,000 from the anticipated sale of land for a parking lot for Saco Island LLC, now anticipated in August after Tuesday's Planning Board approval.

In March the Council authorized the first phase of architect Mike Lassel’s work, which is nearly complete. Committee members Jacques, Cote, Peter Morelli and Mayor Johnston have met frequently with architect – at first visiting many train and bus stations to learn about transportation centers. The Committee is now pleased with the preliminary design and would like the Council to comment on it before we enter final design. The building will incorporate a number of green features.

The passenger station would be approximately 5700 square feet. It would include a heated waiting room, a ticketing area with a ticket machine, a small tower and public bathrooms, with about 2400 sq. ft. for the Chamber which would provide services from the lobby.

In order to enter the next phase of the project the Council needs to approve a contract for the remainder of the architectural services as outlined in the July 17 letter from Lassel Architects.

The Mayor and Councilors have also negotiated a lease with the Chamber, which the Council should approve before entering the final design phase.

MAIN MOTION: Councilor Jacques moved, Councilor Smith seconded, that it be Ordered that the City Council authorize the City Administrator to enter into an Architectural Contract to complete a
Preliminary Design prior to closing on said property, and lease with the Biddeford Saco Chamber of Commerce and Industry. The motion as amended passed with six (6) yea\$ and one (1) nay. Councilor Tardif voted in the negative.

AMENDMENT TO MAIN MOTION: Councilor Morton moved, Councilor Smith seconded, to limit fund expend up to $55,000 prior to Saco Island Development closing on property. The motion passed with seven (7) yea\$. 

SECOND AMENDMENT TO MAIN MOTION: Councilor Morton moved, Councilor Smith seconded, to expend $55,000 with intention of completing Design Development. The motion passed with six (6) yea\$ and one (1) nay. Councilor Tardif voted in the negative.
City of Saco  
City Hall  
300 Main Street  
Saco, Maine 04072  

July 17, 2007  

RE: Downeaster Railroad Station Architectural and Engineering Fee Proposal, through completion  

Attention: Peter F. Morelli, A.I.C.P.; Economic Development Director  

Dear Peter,  

This proposal is for completion of the Transportation Center/Train Station to final punch list.  

Statement of understanding:  

The train station is a single story building with a partial basement area of roughly 6,000 SF. The concept design is complete along with a preliminary coordination with the Civil Engineers. This proposal covers building related architectural and architectural engineering services only. The city of Saco will retain the services of De Luca Hofmann for all site related design and engineering services for work outside the building footprint. We will coordinate with them as needed to develop a final bid package or construction manager bid set.  

A few key program elements:  

- Create a user friendly building with protected edges to accommodate platform access in a variety of weather conditions and operating hours.  
- First floor:  
  - Waiting, ticketing and information area with public restrooms  
  - Chamber of Commerce offices  
- Small utility basement.  
- Covered connection from the station to the train platform if possible.  
- Tower to house an information display and clock.  
- Security options for access into the building at different times of the day and week.  
- Building and site integration developed in coordination with your civil engineer and landscape architects.  
- Investigate sustainable design options:  
  - Materials:  
    - Use of sustainable energy sources.  
    - Solar panels for clock and digital display.  
    - Energy saving lighting options for display.  
    - Energy efficient lighting and heating systems.  
    - Use of recycled product and content where practical.  

Schematic Design:  
The schematic design changes reflect a slightly smaller building and the deletion of the café.  

Design Development:  

1. Once we have an approved concept design we will start the engineering coordination process for all major systems.  
   A. Design development and Bid set  
      i. Mechanical, electrical, heating and cooling  
      ii. Life safety systems  
      iii. Structural systems  

Architecture        Sustainable Design        Urban Design        Planning
iv. At the conclusion of design development and at about 10% of bid set development we will provide you with a budget for review. At this time we would need a sign off on the project and budget for us to precede and finish the documents.

v. We will start the State and Local building permit review process and integrate any comments from all agencies.

8. Work with the Planning Department the Saco Island as the project moves through planning board review and comment.

Bid documents, bidding and Construction Administration (observation):

Once we have an approved Design Development plan and budget we will finalize the drawings for bid. This work includes details, specifications and coordinated set of engineering drawings for:

1. Heating and Cooling
2. Plumbing
3. Electrical
4. Life Safety and sprinkler
5. Structural
6. We will coordinate with civil engineers during the design and bid set development.

We will assist you in bidding to select a contractor and construction administrative services.

1. We will assist your clerk of the works in site meetings during construction, review submittals and approve all payment requisitions.
2. We will perform with you all punch lists and final review of systems through substantial completion.

Schedule:

With an approved building design and sign off by the city along with coordination by the civil engineers we will develop a bid set of documents. The method of construction has been discussed and the city will need to make a choice between a select list of bidder or going with a construction manager approach. Both methods will require the same amount of work and coordination and will not dramatically affect the process except for site work which could proceed earlier using a CM process.

If we are given the go ahead to produce Design development and Construction documents this week we should have a set ready to go by late September with construction start sometime in October or early November. Construction should take about 8 to 9 months.


FEE:

Estimated project fee based upon time and the following phases:

Design Development
Construction Documents
Bidding and Construction Administration: $105,000 to $115,000 this a range depending on the scale of Mechanical, Electrical and Plumbing Engineering system design requirements to coordinate with wind turbine, solar panels and geothermal interfaces.

All reimbursable costs: as outlined in our previous proposal plus budget estimates which will be a pass through billing.

We look forward to working with you in developing this train station.

Regards

Michael W. Lassel AIA LEED AP
X. ADJOURNMENT

Councilor Michaud moved, Councilor Tardif seconded, to adjourn. The motion passed with seven (7) yeas. TIME: 10:40 p.m.

ATTEST: ________________________

Lucette S. Pellerin, City Clerk