The following are Council Minutes of the September 4, 2007 meeting.

I. CALL TO ORDER - On Tuesday, September 4, 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 Michaud, Arthur Tardif, Eric Cote and Christopher Jacques.

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

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MINUTES:
Minutes were not presented this evening.

V. AGENDA ITEMS:
   A. PROCLAMATION – NATIONAL ASSISTED LIVING WEEK
   B. ENVIRONMENTAL MERIT AWARD – THINK BLUE MAINE

Mayor Johnston read the Proclamation and Environment Merit Award to the Council and audience. The Award was presented to Richard R. Michaud, City Administrator for the City of Saco.

C. GERMAN AUTO

Councilor Jacques moved, Councilor Tripp seconded, to open removed from the table the contract zone document entitled “Contract Zone Agreement By and Between German Auto Services and the City of Saco,” dated June 26, 2007 and resume the Public Hearing on said document. The motion passed with seven (7) yeas.

Bill Kany, Esq., who represents German Auto, addressed the Mayor and Council regarding the revised plan submitted by German Auto.
Councilor Jacques moved, Councilor Smith seconded, to close the Public Hearing and
Be it Ordered that the City Council schedule the Second and Final Reading on the
‘Contract Zone Agreement By and Between German Auto Services and the City of
Saco,’ dated June 26, 2007 for October 22, 2007. Further move to approve the Order.
The motion passed with seven (7) yeas.

VI. CONSENT AGENDA:
D. CONTRACT ZONE APPROVAL EXTENSION FOR RIVERBANK LLC

Be it Ordered that the City Council grant the extension of approval for an additional year for the
‘Contract Zone Agreement By and Between Riverbank LLC and the City of Saco, June 20,
2006’.”
THE CITY OF SACO HEREBY ORDAINS:

I. That the Zoning Ordinance of the City of Saco, dated January 2, 1985, and amended through March 20, 2006 is hereby further amended by adopting this contract by and between the City of Saco and Riverbank L.L.C.

1. The Riverbank L.L.C. (Applicant) has submitted an application for a contract zone for the parcel (Subject Property) at 44 Lincoln Street.

2. The Subject Property is owned by Riverbank L.L.C., purchased Nov. 2, 2004, and subject to a deed recorded in Book 14285, Page 902 at the York County Registry of Deeds.

3. The Subject Property is identified as a .88 acre parcel identified as Tax Map 38, Lot 224 on City of Saco tax maps.

4. The Subject Property is in the R-3 zoning district.

5. The Applicant proposes to establish a retail or office use in the existing one-story, 6,000 square foot building. Retail and office uses are not allowed uses in the R-3 zoning district.

6. Recognizing the requirements of the Zoning Ordinance, and the inability to establish a retail or office use in the R-3 zoning district, the Applicant hereby makes application for a Contract Zone that would allow said uses to be established on the Subject Property as legally conforming uses.

II. This Contract Zone Agreement amends the Saco Zoning Ordinance as follows:

This Contract Zone, specifically and exclusively for the Subject Property as identified above, would allow the Applicants to establish retail and/or office uses in the existing building at 44 Lincoln Street, as provided for in Article 14 of the Saco Zoning Ordinance:

Section 410-3 of the Zoning Ordinance is hereby amended so that “Retail Business excluding outdoor sales,” “Business Office” and “Professional Office” shall be permitted uses on the Subject Property.
E. APPLICATION FOR GAME OF CHANCE: EAGLES

*Be it Ordered that the City Council grant* the application for a License to Operate a Game of Chance: Sealed Tickets from September 2007 to September 2008 as submitted by Saco Eagles #3792.

Councilor Smith moved, Councilor Michaud seconded, to approve item C and D of the Consent agenda. Further move to approve the order. The motion passed with seven (7) yeas.

A. THORNTON ACADEMITY TV GRANT AGREEMENT

_Councilor Morton moved, Councilor Tripp seconded, that it be Ordered that the City Council remove from the table and authorize the City Administrator to sign the ‘Agreement of Services for City of Saco and Thornton Academy TV, dated August 20, 2007”, and Be it Ordered that the City Council amend the budget to transfer $25,000 from the Undesignated Fund Balance to the Public Agencies account titled Thornton Academy TV.* Further move to approve the order. The motion passed with seven (7) yeas.

**Agreement of Services for City of Saco and TATV**

*Dated August 20, 2007*

The following agreement is between Thornton Academy (TA), Thornton Academy Television (TATV), and the City of Saco, and outlines the procedure to be followed for airing and re-broadcasting the City’s events as part of TATV’s normal programming.

*Whereas*, the City will contribute $25,232.00 to TATV, for the purpose of acquiring the NEXUS System as a onetime event;

*Whereas*, the NEXUS system will allow TATV to expand their programming beyond their current short loop capacity, as well as the ability to provide high definition programming;

*Whereas*, for the long-term support and growth of TATV, the City of Saco is interested in discussing some ongoing funding avenues as part of subsequent agreements or as an ongoing plan for TATV;

*Whereas*, the City would consider internships, paid per student hour to TA for the student’s work on City programming such as Council Meetings and School Board Meetings;

*Whereas*, the City has an ongoing need for LIVE airing and subsequent re-broadcasting of certain City business.

I. **Terms**: During this initial agreement events would be:
   a. Two (2) Council Meetings a month – These meetings would be the first and third Monday’s of every month at 7:00 PM.; and
b. One (1) School Board Meeting a month – The meetings would be the second Tuesday of every month at 7:00 PM.

c. These meetings are to be held in the Saco City Hall Auditorium. Due to a Holiday or other events these meetings could be scheduled for an alternate evening, it would be the City’s responsibility to notify TATV contact person of the specific information. Sufficient notice will be needed on TATV’s end to arrange for coverage of the meeting by its staff.

d. It will be the City’s responsibility to train TATV representatives in the workings of the equipment being used while at City Hall airing and recording the meetings. After the meetings have been aired and taped the created media (DVD) will be taken to TATV facilities and set into their programming for playback at the specified times.

II. Schedule: The playback time frames are as follows:

   a. Monday 7:00 PM will be the live meetings being aired for the City Council Meetings.
   b. Tuesday 7:00 PM (2nd Tuesday) will be the live meeting being aired for the School Board.
   c. During the week that corresponds with the live meeting, that meeting should be replayed three (3) times during that week.
   d. The replay times should be Wednesday Evening at 7:00PM, Saturday Morning at 10:00 AM and Sunday Evening at 7:00PM.
   e. TATV has the right to adjust program times due to special events that need to be aired at the same times.

III. Staffing:

   a. During the summer months when school is not in session, if TATV representatives are unable to provide staff for the camera work it will the responsibility of TATV representatives to notify the City’s Information Technology Director in sufficient time so a replacement can be found.
   b. The replacement could be one of the Technology Department’s staff or other personnel adequately trained to operate the equipment.
   c. During the School year, it will be the responsibility of TATV to provide staffing. If TATV does not staff the cameras for a meeting, the recorded media (DVD) will be left for the City Technology Staff and procedure will be developed to get the DVD to TATV representatives to be added to the programming.

IV. Community Sporting Events:

   a. The community has expressed an interest in seeing sporting events on TATV.
   b. The City realizes that there are possible staffing issues for these live events or gathering the footage for re-broadcast. In an attempt to get equal time for multiple sports, during each session at least one game per sports team will be taped and re-aired as part of the programming within the NEXUS system.

This agreement is valid for the period of one (1) year from the date of execution. All parties named will review this agreement after six (6) months of execution, at which time the agreement can be amended to include lengthening the term or terminating the agreement at the (1) year period.
B. PUBLIC SAFETY ANSWERING POINT DISPATCH WITH BIDDEFORD

Councilor Tardif moved, Councilor Michaud seconded, that it be ordered that the City Council approve the document titled, Interlocal Cooperation Agreement for Biddeford-Saco Public Safety Answering Point. Further move to approve the order. The motion passed with seven (7) yeas.

INTERLOCAL COOPERATION AGREEMENT
FOR
BIDDEFORD-SACO PUBLIC SAFETY ANSWERING POINT

Pursuant to the provisions of 30-A M.R.S.A., Chapter 115, this Inter-local Cooperation Agreement (Agreement) is made and entered into as of the 19th day of September 2007, by and between the City of Biddeford and City of Saco, Maine, for the provision of Public Safety Answering Point (PSAP) and E-911 services for the City of Saco.

WHEREAS, Maine law permits municipalities and political subdivisions to enter into inter-local cooperation agreements to make the most efficient use of their powers and to cooperate with other municipalities or political subdivisions on a basis of mutual advantage, in order to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of Maine communities; and

WHEREAS, 25 M.R.S.A. §2926 Emergency Services Communication Bureau (ESCB) (2A)directs, to the extent possible, that the Bureau establish a total of between 16 and 24 public service answering points. 625 Emergency Services Communication Bureau Chapter 1, Standards for Establishing a Statewide Enhanced 9-1-1 System §4(2)(c) Consolidation; and,

WHEREAS, the City of Biddeford and City of Saco have enjoyed cooperation; and,

WHEREAS, the City Council of Biddeford and City Council of Saco have reviewed the information available on this subject and have determined that it is in the best interest of their constituencies to participate in a consolidated PSAP center for the Cities of Biddeford and Saco, and that an appropriate agreement be created to facilitate the terms of this relationship.
NOW, THEREFORE, pursuant to the authority granted by 30-A M.R.S.A., Chapter 115, and every other legal authority, and in consideration of the following mutual covenants and conditions set forth herein, the parties hereby agree as follows:

Section 1. Statement of Purpose

The City of Biddeford Public Safety Communications Center will provide the following PSAP services to the City of Saco:

1. E 9-1-1 Call Transfer.

2. Emergency Medical Dispatching (EMD) will be provided by the City of Biddeford Public Safety Communications Center only if, due to the nature of the emergency, the call cannot be safely transferred to the City of Saco Dispatch, and Biddeford’s Public Safety Communications person has already started EMD protocols. Otherwise, EMD calls will be transferred to, and handled by the Saco Dispatch personnel.

3. The City of Saco shall maintain a staff of State of Maine certified Emergency Medical Dispatchers on duty at all times. A copy of training records and proof of certification shall be provided to the City of Biddeford’s Director of Emergency Communications.

4. The City of Saco will provide all other dispatch services for the City of Saco.

5. The City of Saco is responsible for developing, maintaining and complying with the State of Maine’s Quality Assurance and Quality Improvement Plan. A copy of this Plan shall be supplied to the City of Biddeford.

Section 2. Operation and Costs

1. The PSAP Center shall be under the direct control and supervision of the Biddeford Police Department.

2. The PSAP shall comply with all pertinent ESCB rules, regulations and guidelines concerning operation of a PSAP Center and E 9-1-1 system and call-transfer services for other agencies.

3. The cost of the operation of the PSAP Center, its systems, personnel and equipment, shall be borne by the City of Biddeford. Any cost associated with the operation of the PSAP that requires additional equipment or otherwise, which in any way is for the exclusive benefit of Saco, shall be the sole responsibility of the City of Saco.

4. The City of Saco agrees to pay a fee of $1.00 per capita, for the fiscal year 2008 and a rate of $2.50 per capita for the fiscal year 2009 and subsequent fiscal year. The population figures shall include the most recent resident information available from the U.S. Census Bureau. This fee may be changed with six months notice. This fee shall be paid yearly by the 15th day after the beginning of the fiscal year. Since
this agreement begins after the start of the current fiscal year, the initial payment will be pro-rated to October 1, 2007.

5. The agencies represented in this agreement recognize that the complexities involved in multi-agency emergency dispatching will require continuous review and improvement. On occasion, problems or concerns between agencies or disciplines will occur. First line supervisors assigned to those agencies, departments, or organizations experiencing those concerns shall work to resolve such issues at their level whenever practical. Should the issue rise to the level of the Communications Director, the Director shall have the authority to resolve the issue on behalf of the communities.

Section 3. Dispatch Procedures

1. The Biddeford PSAP Center shall provide E 9-1-1 call-transfers for the City of Saco. Emergency Medical Dispatching services will be provided by the City of Biddeford only under those circumstances when it is more prudent to handle the call at the answering point. Otherwise, the EMD call will be transferred to the City of Saco for processing.

2. E 9-1-1 and other emergency calls received for the City of Saco shall be transferred as quickly and efficiently as possible, and within the guidelines established by the ESCB.

3. Nothing in this agreement is intended to supplant or supersede any other agreement made by or between the City of Biddeford and City of Saco, nor is it intended to preclude either community from requesting assistance from the other pursuant to any existing agreement between the communities.

4. All citizens requesting the non-emergency services of a specific municipal police or fire agency shall be directed to the appropriate municipal dispatch center to be processed.

5. The Biddeford PSAP Center shall provide call-transfer and EMD functions commencing on or about November 1, 2007.

Section 4. Effective Date

The conditions and procedures outlined in this Agreement shall be in full force and effect commencing on or about November 1, 2007.

Section 5. Term

Either party may terminate this agreement with six months written notice to the other party, unless a shorter period is agreed to by the parties.

Section 6. Agreements

The signatures of the following shall effectuate compliance with the terms and conditions of this Agreement.
Section 7. Report to City of Saco
The City of Biddeford shall submit a report of Saco PSAP activities to the City of Saco on a quarterly basis.

________________________________________  _______________________
Rick Michaud, City Administrator              John Bubier, City Manager
City of Saco                                   City of Biddeford

________________________________________  _______________________
Date                                           Date

V. AGENDA ITEM
C. (PUBLIC HEARING) SPARTAN BAY MARINA

The Council is considering a proposal from Spartan Bay Marina, Inc., represented by William Danton, the principal, for the construction of a 200-slip, ocean-based marina over 1,000 feet off Old Orchard Beach.

Spartan Bay Marina, Inc. is seeking a 100-year lease with the City of Saco to use a 1,000-yard wide by 1,500-yard long section of ocean near the Old Orchard Beach Pier. At low tide the ocean in that area is between 4 and 50 feet deep.

The Saco city line runs parallel to the shore off Old Orchard Beach about 1000 feet from low water mark, which is why Spartan Bay Marina, Inc. needs approval from the City Council for the marina project.

The amount of the lease will vary over time, but in the first year of the lease Saco will receive 1 percent of the gross income from the marina. The lease is initially for 25-years, then three 25-year extensions for a full lease term of 100 years.

Councilor Jacques moved, Councilor Tardif seconded, to open the Public Hearing on the Spartan Bay Marina Project. The motion passed with seven (7) yeas.

Mayor Johnston stated that those speaking for or against the proposed Spartan Bay Marina Agreement would be allowed three (3) minutes. Saco resident would have the opportunity to speak first.
Mr. William Danton, President, Spartan Bay Marina, Inc. and Mr. Leroy Fournier, of Lyons Science Technology, Bath, Maine spoke of their vision of this marina which they considered a project that would be meaningful and enhance the community.

The timeline for the permitting process was ambitious and needed to proceed as soon as possible, due to the onset of the winter months.

Mr. Chris Hendricks, spoke in favor of the project.

Mayor Johnston asked if gambling was in the plans for the marina. Mr. Danton stated that there were no plans for gambling at the Marina, but that was not to say that ship, that do provide gambling, would not be interested in using the slips at the marina.

SACO RESIDENTS

Ms. Kathleen Striker, 1 Goosefare Lane, felt that it was pre-mature to give a permit to Spartan Bay Marina. Ms. Striker had never heard of a need for 200 boat slips and that the time constraints for Spartan should not be a consideration.

Ms. Donna Goulding, 8 Lighthouse Lane, was concerned with the environmental impact this project would have on the Saco, as well as neighboring community shorelines.

Ms. Kathy Coffman, Wildwood Drive, had concerns regarding gambling, noise and environmental impacts on the community.

Mr. Charlie Garland, 229 Ferry Rd., made reference to the possibility that Spartan Bay Marina, Inc. could “flip” (sell or lease) the marina in the future.

Mr. Joe Stevenson stated that the agreement does not discuss environmental issues, boat traffic dredging or long germ impact on the community. The impact on future generations, of residents of this community, should be considered.

Mr. Richard Burr, felt that the Council needed to “slow down” and consult with other communities.
Mr. Robert Dziadzio, 15 Plymouth Dr., had concerns regarding to the 100 year lease which in turn would create a monopoly for Spartan.

Ms. Kathleen Demel, Plymouth Dr., suggested that the City needed to discuss the matter so that the Marina would not become an issue as has the Ball Park in Old Orchard Beach.

Non-residents

Mr. Peter Lee, Old Orchard Beach, made reference to the use of oil and gasoline by boats and the environmental impact cause by both. Mr. Lee had concerns regarding the burden of the project should the applicant default.

Sue Evans, 8 Sandpiper Dr., Ocean Park, requested that the Council slow the process and investigate the exploration of the lease agreement.

Mr. Gene Landry., Ocean Park, stated that housing projects received more scrutiny than this project.

Saco resident Mr. Neil Schuster, City of Saco, Planning Board Member, opposed the project since it would the Saco Bay which in turn, will affect Saco, Biddeford and Old Orchard Beach.

Saco resident Ms. Ann Garland, 229 Ferry Rd., suggested that the structure (marina) would have no protection from storms. Requested due diligence.

Mr. Chuck Agen was concerned on the impact on our neighbors.

Mr. Randy Clark, 48 Wynona Dr., express concerns regarding the impact on property values to home owners.

Saco resident Mr. Fred Fertanites, Jr., 911 Portland Rd., expressed concerns regarding dredging.

In favor of the project were the following speakers:

Ms. Danielle Perreault, 9 Windy Point Rd., felt that this project would be a win/win for the community and was in total support.

Mr. Bryan Horvat, say the marina as a way to extend the tourist season for Old Orchard Beach.

Mr. William Mitchell, 16 Plymouth Dr., was in favor of the project.

A resident of 110 Main St., felt that the seventeen (17) regulatory agencies that will review the Spartan Bay Marina applications would protect Saco’s interest.
Mr. Joe Emmons, Biddeford, stated that this could possibly be an economic opportunity for Saco and a means of promoting growth of the Saco River.

Councilor Michaud moved, to override the Chair. The motion failed due to a lack of second.

Councilor Jacques moved, Councilor Smith seconded, to close the public hearing. The motion passed with seven (7) yeas.

Councilor Michaud moved, Councilor Morton seconded, to table the matter for 60 days. The motion failed with three (3) yeas and four (4) nays. Councilors Cote, Jacques, Smith and Tripp voted in the negative.

**MAIN MOTION:** Councilor Jacques moved, Councilor Smith seconded, that it be ordered that the City Council authorize the City Administrator to execute the document titled, “Spartan Bay Marina, Inc., Option Agreement, September 4, 2007’. Further move to approve the order.

The main motion as amended (PLEASE SEE THE FOLLOWING AMENDMENTS THAT PASSED) passed with five (5) yeas and two (2) nays. Councilors Michaud and Morton voted in the negative.

**FIRST AMENDMENT TO MAIN MOTION:** Councilor Cote moved, Councilor Smith seconded, that no gambling take place within the City’s boundaries. The Motion passed with six (6) yeas and one nay. Councilor Smith voted in the negative.

**SECOND AMENDMENT TO MAIN MOTION:** Councilor Cote moved, Councilor Jacques seconded, that the auditing firm to review the Audited Financial Records be chosen by the City of Saco. Further move that the project is subject to Planning Board review. The motion passed with seven (7) yeas.

**THIRD AMENDMENT TO MAIN MOTION:** Councilor Michaud moved, that item 34, of the Spartan Bay Marina, Inc. Option Agreement, September 4, 2007 be stuck. Item 34 reads as follows: Right of First Refusal. If any other firm, person or entity make a bona fide proposal to license and or lease from the City any other portion of Bay waters lying with the bounds of the City, Spartan Bay shall have and enjoy a 90 day period to meet, match or exceed said proposal. The motion failed due to a lack of second.

**FOURTH AMENDMENT TO MAIN MOTION:** Councilor Michaud moved, Councilor Tardif seconded, that item 3 of the Spartan Bay Marina, Inc. Option Agreement, September 4, 2007 be struck. Item 4 reads as follows: Term. The initial term of the Agreement shall run for twenty-five (25) years from the date of execution. It may be renewed for up to three (3) additional twenty-five (25) year terms upon the term and conditions set forth herein below. The motion failed with two (2) yeas and five (5) nays. Councilor Tripp, Smith, Morton, Cote and Jacques voted in the negative.
FIFTH AMENDMENT TO MAIN MOTION: Councilor Michaud moved that item 10 of the Spartan Bay Marina, Inc. Option Agreement, September 4, 2007 be struck. Item 10 reads as follows: Quiet Enjoyment. Spartan Bay shall peacefully and quietly enjoy the premises for the intended purpose without disturbance of the City. A reciprocal duty is owed by Spartan Bay to all others. It shall be a breach of the agreement for Spartan Bay or any employee, agent or guest of Spartan Bay to cause disturbance, or to threaten, intimidate or interfere with any person, visitor or guest or any office or official of the City in the conduct of their official business. The motion failed due to a lack of second.

Mayor Johnston called for a recess at 11:10 p.m.

The Mayor reconvened the meeting at 11:15 p.m.

F. ARCHITECTURAL SERVICES FOR DOWNESTER PASSENGER TRAIN STATION

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. Closing with the developer has occurred and is being held in escrow until all other parties have finished their portions. The train station is on the September 4, Planning Board agenda for sketch plan review and will be back in either two or four weeks for final review.

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. The building will incorporate a number of green and sustainable development features, including (probably) geo-thermal energy, regionally produced materials, special window and insulation design. The current architect’s construction estimate is unchanged from the previously quoted $1.9 million.

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 the architect. On July 23 the Council authorized architectural services through the design development stage which will be completed this week.

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, 2007, letter from Lassel Architects. The next phase of the architectural process is completing the bid documents.
The sub-committee is also asking that the Council authorize bidding the project when the architect has completed the bid package. Architect Mike Lassel has recommended utilizing a pre-qualified process to assure that the contractor has experience with brownfields sites, as well as geo-thermal and other green building features.

_Councilor Cote moved, Councilor Tripp seconded, that it be Ordered that the City Council authorize the City Administrator to amend the contract with Lassel Architects PA of South Berwick for design of a transportation center, as outlined in a July 17 letter from Lassel Architects, not to exceed $115,000, and further move to authorize the city administrator to seek bids from a pre-qualified bid list for construction of the transportation center. Further move to approve the Order. The motion passed with six (6) yeas 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 DeLuca 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
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 proceed 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 engineer 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
H. PURCHASE WIND TURBINE FOR AMTRAK SATION SITE

The city is considering the purchase of an on-site wind energy system from Entegrity Wind Systems, a provider of wind turbines. Entegrity evaluated the site of the new transportation center as the location of the wind turbine and they propose:

- The average annual wind speed is 5.0 m/s. (wind resource is derived from wind energy maps developed by the National Renewable Energy Laboratory – Golden, CO and 3Tier Group, Inc. Seattle, WA);
- Each EW15 Turbine will produce a calculated 90,000kWh annually based on our location’s seasonal wind energy production and the WE15’s Power Curve;
- The transportation facility’s land footprint has adequate space and will have sufficient electrical load to support one (1) EW15 50kW wind turbine for Phase I;
- One (1) turbine will offset a percentage of the transportation facility’s annual energy consumption throughout the year (Energy use and regional energy costs are based on estimates provided by Customer);
- One EW15 turbine will generate revenues of at least $12,600 per year;
- Value(s) associated with positive publicity, industry and civic leadership, employee morale, product differentiation, energy independence and renewable market transformation are not quantified but require consideration and analysis.

An on-site wind turbine project is an effective tool for stabilizing, controlling and avoiding electric energy expenses, while providing staff, students, and the public a unique educational opportunity to learn about the importance of renewable energy and conservation. Not only is the turbine expected to result in lower operation costs for the transportation center, it is expected to create the potential to sell electricity on the grid.

_Councilor Cote moved, Councilor Smith seconded, that it be Ordered that the City Council authorize the City Administrator to accept Entegrity Wind Systems ‘Wind Turbine Project Proposal for the City of Saco, date August 22, 2007’, and enter into an agreement with Entegrity Wind Systems based on the project proposal, and further move to allow the City Administrator to negotiate advertising rights for the turbine and bring an advertising proposal before the City Council for approval. Further move to approve the Order. The motion passed with six (6) yeas and one (1) nay. Councilor Tardif voted in the negative._

G. USE OF RECREATION IMPACT FEES.

The Parks and Recreation Department has been trying to improve, mitigate and repair the Community Center located at 75 Franklin Street through its current operating budget. While using some of the Recreation Impact fees for renovation of the Community Center most of the current fees are allocated for payment of the purchase of the building, which is $80,000 per year for two more years.

Previously, some of the Recreation Impact fees were used in the re-roofing of the building and some for the installation of the elevator which was purchased with matching grant monies. The City of Saco Zoning Ordinance Article 16 § 1602-1, sub paragraph 6, states that Recreation Impact Fees may be used
for the following: “The development of other community recreational facilities that expand the City’s supply of recreational areas or facilities.”

As noted in the exhibit ‘Summary of Recreation Impact Fee Statement’ the average revenue collected per year over 6 years is $90,369.91.

To date, $704,785.00 has been spent on repairs and renovations at the Community Center; spending $875,000 to complete the work needing to be done would make the Community Center fully functional. Once functionality has been improved, estimates indicate an additional $829,000, over the next 7 years, in revenue from programming at the Center.

The ability to draw down Recreation Impact Fees to undertake improving, mitigating and repairing the facility would allow for enhancing programming and improving the building now and for future use by the citizens of Saco.

_Councilor Tripp moved, Councilor Morton seconded, that it be Ordered that the City Council approve the following expenditures for the Recreational Impact Fee Fund:_

<table>
<thead>
<tr>
<th>Projects</th>
<th>Cost for projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Paving &amp; Parking Lot</td>
<td>$200,000</td>
</tr>
<tr>
<td>Finish Renovations on both side</td>
<td></td>
</tr>
<tr>
<td>2 bays</td>
<td>$175,000</td>
</tr>
<tr>
<td>3 Recreation Program Storage Area</td>
<td>$63,000</td>
</tr>
<tr>
<td>Senior/Gym Bathroom &amp; Locker room</td>
<td>$200,000</td>
</tr>
<tr>
<td>4 Basketball Hoops and Curtains</td>
<td>$35,000</td>
</tr>
<tr>
<td>5 New Gym Flooring</td>
<td>$32,000</td>
</tr>
<tr>
<td>6 Camera &amp; Monitors for Surveillance</td>
<td>$80,000</td>
</tr>
<tr>
<td>7 Kitchen</td>
<td>$70,000</td>
</tr>
<tr>
<td>8 Play Structure</td>
<td>$10,000</td>
</tr>
<tr>
<td>10 New Back Fence</td>
<td>$10,000</td>
</tr>
<tr>
<td></td>
<td><strong>$875,000</strong></td>
</tr>
</tbody>
</table>
MAIN MOTION: Further move to approve the Order. The motion, as amended, passed with six (6) yeas and one (1) nay. Councilor Tardif voted in the negative.

AMENDMENT TO MAIN MOTION: Councilor Morton moved, Councilor Smith seconded, to review the fees at the end of two (2) years. The motion passed with seven (7) yeas.

City of Saco

Summary of Recreation Impact fees since inception of fees

As prepared August 8, 2007

<table>
<thead>
<tr>
<th>Facilities</th>
<th>Open Space</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fee</strong></td>
<td><strong>Fee</strong></td>
</tr>
<tr>
<td>Fiscal year 2002:</td>
<td></td>
</tr>
<tr>
<td>Beginning Balance 7/1/2001</td>
<td>$ -</td>
</tr>
<tr>
<td>Revenues received</td>
<td>$ 20,198.40</td>
</tr>
<tr>
<td>Expenditures incurred</td>
<td>$ -</td>
</tr>
<tr>
<td>Ending Balance 6/30/2002</td>
<td>$ 20,198.40</td>
</tr>
<tr>
<td>Fiscal year 2003:</td>
<td></td>
</tr>
<tr>
<td>Beginning Balance 7/1/2002</td>
<td>$ 20,198.40</td>
</tr>
<tr>
<td>Revenues received</td>
<td>$ 56,512.20</td>
</tr>
<tr>
<td>Expenditures incurred</td>
<td>$ -</td>
</tr>
<tr>
<td>Ending Balance 6/30/2003</td>
<td>$ 76,710.60</td>
</tr>
<tr>
<td>Fiscal year 2004:</td>
<td></td>
</tr>
<tr>
<td>Beginning Balance 7/1/2003</td>
<td>$ 76,710.60</td>
</tr>
<tr>
<td>Revenues received</td>
<td>$ 77,600.40</td>
</tr>
<tr>
<td>Expenditures incurred</td>
<td>$ -</td>
</tr>
<tr>
<td>Ending Balance 6/30/2004</td>
<td>$ 154,311.00</td>
</tr>
<tr>
<td>Fiscal year 2005:</td>
<td></td>
</tr>
<tr>
<td>Beginning Balance 7/1/2004</td>
<td>$ 154,311.00</td>
</tr>
</tbody>
</table>
### Revenues received

<table>
<thead>
<tr>
<th></th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$104,111.25</td>
<td>$39,783.80</td>
</tr>
</tbody>
</table>

### Expenditures incurred

<table>
<thead>
<tr>
<th></th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$(204,082.79)</td>
<td>-</td>
</tr>
</tbody>
</table>

### Ending Balance 6/30/2005

<table>
<thead>
<tr>
<th></th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$54,339.46</td>
<td>$102,515.90</td>
</tr>
</tbody>
</table>

### Fiscal year 2006:

<table>
<thead>
<tr>
<th></th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance 7/1/2005</td>
<td>$54,339.46</td>
<td>$102,515.90</td>
</tr>
<tr>
<td>Revenues received</td>
<td>$100,365.00</td>
<td>$28,593.30</td>
</tr>
<tr>
<td>CDBG grant</td>
<td>$100,000.00</td>
<td>-</td>
</tr>
<tr>
<td>Expenditures incurred</td>
<td>$(182,300.00)</td>
<td>-</td>
</tr>
<tr>
<td>Ending Balance 6/30/2006</td>
<td>$72,404.46</td>
<td>$131,109.20</td>
</tr>
</tbody>
</table>

### Fiscal year 2007:

<table>
<thead>
<tr>
<th></th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance 7/1/2006</td>
<td>$72,404.46</td>
<td>$131,109.20</td>
</tr>
<tr>
<td>Revenues received</td>
<td>$83,432.20</td>
<td>$25,642.25</td>
</tr>
<tr>
<td>Expenditures incurred</td>
<td>$(81,109.83)</td>
<td>-</td>
</tr>
<tr>
<td>Ending Balance 6/30/2007</td>
<td>$74,726.83</td>
<td>$156,751.45</td>
</tr>
</tbody>
</table>

### Average Revenue collected per year over 6 years

<table>
<thead>
<tr>
<th></th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$90,369.91</td>
<td>$26,125.24</td>
</tr>
</tbody>
</table>

### Average Expenses incurred per year over 6 years

<table>
<thead>
<tr>
<th></th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$(77,915.44)</td>
<td>-</td>
</tr>
</tbody>
</table>

### I. INFRASTRUCTURE BOND FUNDING FOR 80 COMMON STREET

In November 2006, the voters approved a bond measure that would “Authorize the City of Saco to Borrow an Amount Not to Exceed $4,358,848 for City-Wide Infrastructure Improvements, Including Street, Sidewalk, and Parking Improvements and Renovations to City Buildings”.

A portion of the bond package, $621,348 is targeted for school space needs: “Construct improvements and renovations to the existing City building at 80 Common Street or at another suitable facility for the school department’s Adult Education and Alternative Education programs, including as necessary improvements and renovations for air quality, code compliance and programming needs, and demolition of the existing Open Door building”.

Several different costs are involved in order for the School Department to move the Adult Education and Alternative Education programs from the Open Door, also known as the “Jordan School” to 80 Common Street. The cost of addressing air quality issues in the building is estimated at $65,000. To bring the building in compliance with City code and improving the
functionality is estimated at $496,345, and the cost to raise the Open Door building is estimated by BBI Waste Industries at $60,000.

Provisions in the new School Reorganization Law afford the regional school administrative units to provide and plan for education facilities as stated in part from *School Reorganization Law, §1462. Transfer of property and assets (1)*: “The directors of the board of each regional school unit established in this chapter shall determine what school property of the municipal school units in existence prior to the operational date of the new regional school unit and of the school administrative units in existence prior to the operational date of the new regional school unit is necessary to carry out the functions of the regional school unit and shall request in writing that the board of each such school administrative unit or the municipal officers transfer title of their school property and buildings to the regional school unit board of directors”.

Based on the provision in the law with regard to school property and buildings it no longer appears prudent to move forward with renovations at 80 Common Street and the demolition of the of the Open Door building.

*Councilor Cote moved, Councilor Tripp seconded, that it be t Ordered that the City Council direct the City Administrator to cease work and spending on the city building projects identified as 80 Common Street and the Open Door. Further move to approve the Order. The motion passed with seven (7) yeas.*

J. SCHOOL REORGANIZATION LETTER OF INTENT.

The State of Maine has adopted LD499, the school reorganization law. As part of implementing the school reorganization/consolidation law, every school administrative unit, including the Saco School Department and School Union 7, must file, by August 31, 2007, a notice of intent to engage in planning and negotiations with specific other school systems to meet the consolidation standards of the law.

Councilor Morton moved, Councilor Smith seconded, that it be Ordered that the City Council support the Saco Board of Education Letter of Intent to engage in planning and negotiations with the school systems of Saco, Dayton, Arundel and Old Orchard Beach, to meet the consolidation standards of the School Reorganization Law. Further move to approve the Order. The Motion passed with seven (7) yeas.

D. (PUBLIC HEARING) LIQUOR LICENSE PERMIT APPLICATION: MIA’S AT PEPPERELL SQUARE

Stephen M. Rogers and Richard T. Rogers d/b/a Mia’s at Pepperell Square have applied for a liquor license a period 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.
Councilor Michaud moved, Councilor Morton seconded, to open the Public Hearing on the Liquor License Application for Mia’s at Pepperell Square. The motion passed with seven (7) yeas.

There being no comments from the public, Councilor Michaud moved, Councilor Morton seconded, to close the Public Hearing and Be it Ordered that the City Council grant Mia’s At Pepperell Square a Liquor License for a period of one year. Further move to approve the Order. The motion passed with seven (7) yeas.

VII. ADJOURNMENT

Councilor Tripp moved, Councilor Michaud seconded, to adjourn. The motion passed with seven (7) yeas. TIME: 11:50 p.m.

ATTEST: ____________________________

Lucette S. Pellerin, City Clerk