I. CALL TO ORDER – On Monday, November 18, 2013 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., Marie Doucette, Philip Blood, Arthur Tardif, Eric Cote and Marston Lovell. City Administrator Rick Michaud was also present.

III. GENERAL:

Mayor Johnston thanked the City Councilors for their service to the community and good job they did.

IV. AGENDA

A. RSU 23 WITHDRAWAL COMMITTEE REPORT

Mr. William Johnson stated that the committee was now on Step #22 which is the last step of the ‘Procedures for Withdrawal from a Regional School Unit’. The question of “Do you favor the withdrawal of the City of Saco from the Regional School Unit No. 23 subject to the terms and conditions of the withdrawal agreement dated August 1, 2013?” was on the November ballot and the voters passed it. This was a 73 % favorable vote. Mr. Johnson thanked the City Staff, Finance Director Cheryl Fournier, City Administrator Rick Michaud and City Solicitor Tim Murphy for assisting the Saco Withdrawal Committee. He noted that he hopes the Care23 group provides a positive focus of providing the children of our community with a great education. Mr. Johnson stated that it was disheartening to have 3 empty slots on the Dec. 10th MSAU ballot. Where will we be without volunteers? Parents should get involved in their children’s future. Mayor Johnston also thanked the Withdrawal Committee for all their efforts, and asked the public to step forward and do a write-in campaign for either Ward 1, 3 or 5 that have open seats.

B. ZONING ORDINANCE AMENDMENTS - R1-D TO MU-1 (PUBLIC HEARING)

Applicant George Giovanis requests a rezoning of two parcels off Bradley Street, from the current Residential-2 (R-2) to a mixed use zone, MU-1. Mr. Giovanis seeks the change for both a parcel that he owns and a parcel abutting the Turnpike owned by Robert Douville, together about 84 acres.

Mr. Giovanis’s proposal would change the zoning from moderate density residential development (R-2) to high density residential development and commercial uses (MU-1) such as retail businesses, professional offices, financial institutions and more. Density for residential development would be increased from the recently rezoned R-1d standard of 15,000 s.f. single family lots, to the recently approved R-2 at 7,500 s.f. per lot, to 3,000 s.f. per lot per the MU-1 zone. Multi-family dwellings would be allowed at 2,000 s.f. of area per unit in MU-1, compared to 5,000 s.f. per unit required in R-2.

Two actions would be necessary to accomplish the requested rezoning: an amendment to the Zoning Map, and an amendment to the 2011 Comprehensive Plan so that the two remain consistent.

Councilor Smith moved, Councilor Doucette seconded to open the Public Hearing on the proposed amendment to the 2011 Comprehensive Plan that would support the rezoning of the parcels identified as Tax Map 66 Lot 22, and Tax Map 82 Lot 1 from R-2 to MU-1. The motion passed with unanimous consent.

George Giovanis, Applicant – Mr. Giovanis stated that he was in favor of amending the comprehensive plan. He believes the Maine Turnpike is a jewel and the city is lucky to have it going through their community. There are a
significant number of vehicles going through the community. He is not an advocate of putting housing next to the turnpike and wouldn’t want the community to have to put walls up on either side of the turnpike to shield the houses from the noise. Businesses are going to be isolated along the turnpike and would like to have the benefit of having their signs viewable from the turnpike. This is a limited scope for this trial. We need to think about helping out the kids who are in high school or college and create job opportunities. The city needs to have a mix use rather than just the housing.

Phil Hatch, Hubbard Drive – Mr. Hatch respectfully disagreed with a couple of the prior comments. If these issues were so paramount, than why were not they considered at that point? I have 3 daughters that graduated from Thornton Academy, and they didn’t need to move anywhere. Not all of our youth flock out of state. He asked the Council to think about maximizing the space we already have rather than changing the comprehensive plan.

Jane Dyer, Bradley Street – Ms. Dyer was concerned with changing the comprehensive plan. She noted that Chapter 6 of comp plan states that the city should support the maintenance and improvement of the community’s older residential neighborhoods and protect them from undesirable nonresidential incursions and traffic. Also, the City should allow reasonable infill residential development within the built up area to accommodate some of the demand for residential growth within these parts of the City. The City’s land use regulations should allow new development at a density and scale similar to established neighborhood patterns while assuring that new development does not adversely impact adjacent properties. The proposal this evening doesn’t meet any of the comprehensive plan and Saco would be doing a huge injustice to that neighborhood area. I also have a son who graduated from Thornton Academy and he still lives in the community with his family. On Friday Nov 15th the rest of the development across the street received a notice of the public hearing this evening.

Councilor Smith moved, Councilor Cote seconded to close the public hearing on the proposed amendments to the 2011 Comprehensive Plan and be it ordered that the City Council set the second and final reading for December 16, 2013. Further move to approve the order. The motion passed with seven (7) yeas.

Councilor Smith moved, Councilor Blood seconded to open the Public Hearing on the proposed amendment to the Zoning Map that rezones the parcels identified as Tax Map 66 Lot 22, and Tax Map 82 Lot 1 from R-2 to MU-1. The motion passed with unanimous consent.

George Giovanis, Applicant –Mr. Giovanis noted that it would allow some commercial to be mixed in with residential. I don’t think that a major super highway is a good place to have housing near it. This is a micro project and is for businesses and entrepreneurs. I also think that the mixed use district makes sense. The turnpike could be looked at as an economic corridor. It is a huge artery for out-of-staters in the summer time. Taxes will have to increase if we don’t do something to increase the tax base. He asked the Council to open the door to the changes.

George a local from Biddeford – He stated that his family runs several Dunkin Donuts franchises. He think this is a good chance to rezone the area and have more business rather than moving out of state.

Melissa Rioux, Owner of Laconia Greek Products – Ms. Rioux was given the opportunity to start a business at 575 Main Street by her family. She felt that the area needed more entrepreneurs like herself so that she had people to collaborate with and bring new ideas to the community. I know that most of my friends have moved and gotten opportunities in other states.

Janice Lane, resident of Shadagee Lane – Ms. Lane inquired what is the amount of land in the Industrial Park and Could this experiment take place there?

Joe Sanborn, Owner of property on Bradley St. – Mr. Sanborn works at General Dynamics. They had land for sale and got no offers and ended up selling to the City for the new Fire Dept.
Michelle Walker – Rosewood Dr. - Ms. Walker disagreed with rezoning that area. The reason they bought their house was because this was a residential area. The city need to look at the sewer and runoff.

Phil Hatch, Owns property on Evergreen Dr. – Mr. Hatch stated that he too has serious concerns with traffic at the proposed site. He would like to take exception to the proposed density changes which are significant. Saco has been a fine city to do business in. If signage and marketing are the issue, than put a huge sign for people to advertise their business.

Michelle Meadow, Rosewood Dr. - Ms. Meadow inquired how are we going to get the people to these new businesses. We chose Saco because of the school system. Our concerns are when we are trying to get in and out of our driveway with the already heavy traffic in the mornings and evenings.

John who lived on Hemlock Drive for 10 years – He has a young daughter and would like to see more revenue coming into Saco.

Mayor Johnston noted that hospitals and clinics, kennels are permitted right now. If this MU-1 occurs, you’ll have the same uses.

Jane Dyer, Brentwood St. area – Ms. Dyer stated that the genie was already let out of the bottle when the zoning was changed. People who bought, built and paid taxes for years did not know of this plan. Bradley Street is already a challenge for home owners who have to live there and back out of their driveways. All of the traffic that comes down Bradley Street funnels down through the Industrial Park Road. The turnpike may be a economic corridor, but if things change drastically, they will not last. I would ask the Council to not change the proposed area to a MU-1 zone.

Mike Eon, 50 Boom Road - Mr. Eon owns allot of properties in the neighborhoods being discussed this evening. I think where this was going with the concept of commercial with housing is not advisable. The issue I’m having with this is the densities. This MU-1 zone just could create a residential monster if not handled right.

Councilor Smith moved, Councilor Blood seconded to close the public hearing on the proposed rezoning and “Be it Ordered that the City Council set the second and final reading for December 16, 2013”. Further move to approve the order. The motion passed with seven (7) yeas.
Mr. Robert Douville  
340 Bradley Street  
Saco, ME 04072  

June 28, 2013  

Ms. Michelle Hughes, City Clerk  
City of Saco  
Saco City Hall  
300 Main Street  
Saco, ME 04072  

RE: Request for Zoning Change  

Dear Ms. Hughes:  

This will serve to confirm that I am in favor of the City giving consideration to the requested Zoning Ordinance change to expand the permissible uses for the land of George Giovanis and my land, in order to allow for the possibility of commercial uses as well as more dense residential development, all as more particularly proposed by the applicants letter of on or about June 23, 2013.  

Thank you for your time and attention in getting copies of this letter forwarded to the City Planner and all members of the Saco Planning Board.  

Sincerely,  

Robert Douville
Planning Board
City of Saco
July 9, 2013

Due to my work schedule, I am unable to attend the meeting this evening involving the request for a change in zoning from R-1 to Mu-1 for the two parcels of land with access to Bradley St near the overpass on the turnpike on Rt. 5. As a homeowner in this area I have serious concerns about a change that would have a major impact on the residential area that abuts this large portion of land.

Route 5 has become a heavily travelled road since we moved here 42 years ago and it is often difficult to even get out of the driveway during the busy morning traffic. The traffic would increase significantly if a high density development which included residential and commercial sites be located in this area with no direct access to the turnpike. Anyone who lives in this area knows the difficulty that the increased traffic causes for the roads of Shadagee, Garfield and Franklin with travelers trying to get onto the Industrial Park Road let alone trying to make a left off of Garfield to head toward the Middle School through two incoming lanes of traffic without the help of a traffic light.

Several years ago, there was an attempt to change the R-1 zone to permit zoning for trailers in one of the parcels that is requesting a change in the current zoning. This parcel of land had a development proposed that included lots that would not have met current zoning requirement and this presented a problem for the individual trying to develop the land. At the time, one of the counselors, Leslie Smith, took the time to walk through the land behind our home. He realized that the land was quite wet and concluded that they might need to “float them in on pontoons”. Thankfully that idea was not pursued. I can attest to the water in this area by the sump pump that runs year round in my basement. I would suggest that a walk through would be considered before any final change was made in the zoning.

When the Shadagee Woods project across the street from us was proposed, and there was talk of Multi-family units – Duplexes – we expressed our concerns about the possibility of a higher density of population than just single family homes. The project ended up, in effect, being all single family homes and has been a wonderful addition.

I would hope that the planning board would not be hasty in changing the zoning from residential to multi use without considering how significantly a change from Residential to multi-use this would change this area of the city and certainly not for the better.

Respectfully submitted,

Jean D. Dyer

324 Bradley St, Saco
C. CONTRACT ZONE FOR 319 MAIN STREET – MCGARVA – (SECOND & FINAL READING)

Applicants Don and Jan McGarva request consideration of a contract zone that would allow them to produce and sell ice cream for both on- and off-site consumption at their 319 Main Street home. If the McGarvas are going to open such an operation, the contract zone is needed in that the Zoning Ordinance views on-site consumption of food as an “Eating Establishment,” which is not an allowed use in the existing B-7 zone. The McGarvas went through this process in 2010 and received approval. However, circumstances did not allow the project to go forward with one year’s time, and the approval expired.

This item was reviewed by the Planning Board at its Sept. 17 meeting. The Board voted to make a positive finding on each of the four standards required for a contract zone, and has forwarded a positive recommendation to the Council. If the contract zone is approved, the project would be subject to site plan review by the Planning Board prior to opening.

Councilor Cote moved, Councilor Tripp seconded “The City of Saco hereby Ordains and Approves the Second and Final Reading of the document titled, ‘Contract Zone Agreement By and between Don and Janet McGarva and the City of Saco, dated September 17, 2013’.”

AMENDMENT – Councilor Cote moved, Councilor Tardif seconded “to amend the motion by adding a new subsection II.8 as follows: “There shall be no storage of Recreational Vehicles on the Subject Property due to existing parking limitations.” The motion passed with five (5) yeas and two (2) nays – Councilors Tripp and Smith.

Mayor Johnston called for a vote on the Main Motion. The motion passed with seven (7) yeas.
Contract Zone Agreement By and Between
Don and Janet McGarva and the City of Saco

September 17, 2013

THE CITY OF SACO HEREBY ORDAINS:

1. That the Zoning Ordinance of the City of Saco, dated January 2, 1985, and amended through July 1, 2013 is hereby further amended by adopting this Contract Zone Agreement by and between the City of Saco and Don and Janet McGarva (Applicants).

1. The Applicants propose to establish an Eating Establishment at 319 Main Street (Subject Property).

2. Subject Property is identified as Tax Map 31, Lot 2 on City of Saco tax maps, and is in the B-7 zoning district.

3. Said property is currently improved in the form of a Single Family Dwelling, the Applicants' residence, a permitted use in the B-7 zoning district.

4. Right, title and interest is demonstrated with the Applicants' submission of a quitclaim deed with covenant, conveying the premises at 319 Main Street from LaSalle Bank to Don McGarva and Janet McGarva. Said deed is recorded in Book 15435, Page 663 at the York County Registry of Deeds.

5. The Applicants propose to produce and/or sell ice cream, and seek approval by the City for both on- and off-premise consumption. Such a use is identified by the Zoning Ordinance as an “Eating Establishment.”

6. An Eating Establishment is defined by the Zoning Ordinance as “A business which sells prepared food, and which does not sell alcoholic beverages. No provisions shall be made for drive through service.”

7. An Eating Establishment is not an allowed use in the B-7 zone.

8. Therefore, the Applicants seek approval from the City for an Eating Establishment in order to provide customers the option of on-premise consumption. Approximately 432 square feet of floor area within the carriage house would be devoted to the Eating Establishment.

9. As stated in Section 1403-1 of the Zoning Ordinance, “Occasionally, competing and incompatible land uses conflict; and traditional zoning methods and procedures such as variances, conditional use permits, and alterations to the zone boundaries
are inadequate to promote desirable growth. In these special situations, more flexible and adaptable zoning methods are needed to permit differing land uses in both developed and undeveloped areas, and at the same time recognize the effects of change.”

10. Recognizing the use restrictions imposed by the Zoning Ordinance, the Applicants hereby make application for a Contract Zone that would allow the proposed Eating Establishment to be established and to operate on the Subject Property.

II. This Contract Zone, specifically and exclusively for the parcel at 319 Main Street, would allow the Applicants to operate an Eating Establishment as proposed on the Subject Property, subject to the following conditions and restrictions, as provided for in Section 1403 of the Saco Zoning Ordinance:

1. An Eating Establishment as proposed and described by the Applicants shall be allowed to operate as a permitted use on the parcel identified herein as the Subject Property: Tax Map 31, Lot 2.
2. The Applicant shall adhere to all other applicable provisions of the B-7 zoning district and of the City of Saco Zoning Ordinance and Subdivision Regulations.

3. All details as shown on the submitted plans and included in the submitted application are hereby incorporated into this contract by reference. The proposed use shall be operated substantially in conformance with those plans. Minor changes may be approved by the staff of the City of Saco. Any changes determined by the staff to be “major” shall be submitted to the Planning Board for review. If it is determined that the changes constitute a change in the contract, then the developer shall also be required to obtain City Council approval of the changes.

4. This contract and its provisions shall specifically and exclusively apply to the Contract Zone request submitted by the Applicants. Approval of this Contract Zone is in part based on the financial and technical qualifications of the Applicants as submitted to the City. Accordingly, this contract and the contract zone it creates shall not be transferable without approval by the City Council.

5. Failure of the Applicants to open the proposed Eating Establishment within one (1) year from the date of approval shall render this approval and Contract null and void. A one (1) year extension may be granted by the Planning Office upon written request prior to the initial one year expiration date.

6. Breach of these conditions and restrictions by the developer shall constitute a breach of the contract, and the developer shall be required to apply for a contract modification. Failure to apply for, or to obtain a modification shall constitute a zoning violation, subject to enforcement action.
7. As specified in Section 1403-9 of the Zoning Ordinance, all applications for contract zoning are subject to site plan review.

III. Pursuant to authority found in 30-A M.R.S.A. Section 4352 (8), and the City of Saco Zoning Ordinance, Section 1403, and by vote of the Saco Planning Board on September 17, 2013 and the Saco City Council on ______, 2013, the following findings are hereby adopted:

A. City Tax Map 31, Lot 2 is a parcel of an unusual nature and location, for the following reasons:

   a. The residence at 319 Main Street is a historically significant structure located in the B-7 zoning district and the City’s Historic Preservation District.

   b. The property was developed in 1856 by Dr. Jeremiah Mason, a dentist. The brick structure is in the Greek Revival style, with granite lintels and sills. The proposed use would take place in a portion of the first floor of the 2.5 story carriage house.

B. The proposed rezoning is consistent with the Saco Comprehensive Plan, based on the following goals:

Chapter 3, Section B. Local Economy.
- Saco's downtown is a major economic asset for the region. The City should continue its efforts to strengthen it.

Part 2. Goals and Policies
Local Goals:
- To maintain the vitality of Downtown Saco and expand its role as a commercial, office, retail, educational and cultural, residential, and service center.

B. The Local Economy

4. Maintaining Downtown Saco as a prosperous core of the community will require that the City play an active role in revitalizing this area. To accomplish this, the City, in conjunction with Downtown business and property owners and Saco Spirit should continue a comprehensive and coordinated program to revitalize Downtown Saco as a viable specialty retail and service center as set out in the 2008 Downtown Plan.

C. The proposed use is consistent with the existing uses and permitted uses within the original zone. The original zone is the Limited Business/Residential (B-7) zone, the purpose of which is "...to provide an area for a mix of residential and low impact business uses appropriate to a traditionally residential area adjacent to the
D. CODE AMENDMENT §4-35 ECONOMIC DEVELOPMENT COMMISSION – (SECOND & FINAL READING)

The Economic Development Commission is proposing amendments to the portion of the city code establishing its mandate in order to broaden its scope beyond the industrial parks. The draft amendments also include a number of housekeeping items, such as using the term “business park” along with “industrial park” and creating an annual report.

The Commission reviewed potential amendments to its governing document on September 23. It approved a set of amendments which it is recommending to the City Council.

They are included in the document entitled: “Amendments to City Code Re: Economic Development Commission, Recommended by the Commission, September 23, 2013”

Councilor Cote moved, Councilor Lovell seconded “The City of Saco hereby ordains and approves the Second and Final Reading of the document titled, “Amendments to City Code Re: Economic Development Commission, Recommended by the Commission, September 23, 2013””. The motion passed with seven (7) yeas.

AMENDMENT – Councilor Cote moved, Councilor Lovell seconded to strike the word “housing” in the last sentence of sec. 4-35(B). The motion passed with seven (7) yeas.

Amendments to City Code Re: Economic Development Commission, Recommended by the Commission, September 23, 2013

New language in amendments is underlined. Deletions would be removed.

§ 4-35 Economic Development Commission.

A. Creation and name. There is hereby created the Economic Development Commission.
B. Purposes. The Economic Development Commission shall encourage, promote, establish, solicit and provide for industrial and business park development, expansion and growth within the City of Saco, within the Saco Industrial Park and other City business parks, so called, and on lands hereafter acquired by the City for industrial uses and purposes and on other lands within the City which may be privately owned but which are particularly adaptable to industrial and business uses; option and purchase lands within the City on behalf of the City and do all those things designed to promote and encourage the location and perpetuation of industry within the City; encourage and promote the development and expansion of existing industrial and commercial uses within the City; gather, correlate and preserve statistics, surveys and other data relating to land classification and uses, buildings, labor statistics and other matters that will enable it to carry out its function and purposes; and perform such other functions as may be required for economic development and improvement. Additionally, it shall recommend improvements that require City Council action which support orderly and planned development consistent with the city’s historic character, quality of life and natural environment, and encourage and foster industrial, retail, office, agricultural, housing, tourism, recreation, as well as downtown development.

C. Commission membership and terms of office. The Commission shall consist of seven voting members and the City Administrator or his/her appointed representative as an ex officio member. The Commission members shall be appointed by the Mayor, with Council confirmation, for terms of five years. Initial appointments shall be made as follows: two members for five years, two members for four years, one member for three years and one member for one year. Commission members shall be residents of the City of Saco and shall be persons qualified to perform the duties of such office.

D. Vacancy in office.
(1) Vacancies in office occur when:
(a) A member submits his/her resignation, in writing, to the City Council, which shall declare that member's seat vacant.
(b) A member's official residence is no longer within the City, in which instance the Secretary of the Commission shall notify the City Council in writing, which shall declare that member's seat vacant.
(c) A member fails to attend three consecutive unexcused meetings of the Commission, in which instance the Secretary of the Commission shall notify the City Council in writing, which shall declare that member's seat vacant.
(d) Upon the expiration of the term of a member.
(2) In the event that a vacancy does occur, the Mayor shall appoint a replacement for the unexpired term, subject to confirmation by the City Council. A member whose term has expired may continue to serve until the vacancy is filled.

E. Organization.
(1) A quorum consists of four members. The Commission may act by a majority vote of those present and voting, but at least three affirmative votes shall be necessary to take any action under Subsection F.
(2) The Commission shall annually elect a Chairman and Secretary. They shall hold regular meetings as they shall determine. Special meetings may be called by the Chairman after notice to each member at least three days in advance of such meeting.
F. Powers and duties.
(1) The Commission may collect, hold, manage, control, invest, reinvest and expend all funds annually appropriated to it by the City, subject to approval of the Council.

(2) The Commission may, in the name of the City, negotiate to purchase, enter into options to purchase and purchase lands lying within the City for current and prospective industrial and business uses, subject, however, to approval by the Council.

(3) The Commission may, in the name of the City, negotiate and enter into lease and rental transactions of industrial sites and improvements owned by the City, subject to approval by the Council.

(4) The Commission shall, in the name of the City, manage and administer all revolving loan funds, or may delegate this activity, with the consent of the City Council, to the Biddeford Saco Economic Development Corporation. Any expenditures of these funds are subject to approval by the Council.

(5) Review site plans and building designs and make recommendations to the Planning Board.

(6) The Commission may, in the name of the City, negotiate and enter into options for the sale of industrial and business real estate, contracts for sale of real estate and conveyances of real estate with prospective buyers of the same, subject to the approval of the Council; provided, however, that the Council shall determine site prices of improved and unimproved industrial real estate and real estate interests owned by the City.
   (a) In the event that the Commission secures a prospective purchaser for one or more of said sites and/or improvements, the Commission may, without further authority from the Council, enter into a contract to sell, an option to sell or a conveyance of such site or sites or improvements, based upon the predetermined prices or a price in excess of the predetermined prices.
   (b) The predetermined prices for such real estate and real estate interests as determined by the Council shall remain in force for a period of 12 months from the date of such determination for the purposes as set forth in this subsection; provided, however, that the Council may, within any twelve-month period, adjust the prices and provide written notification of such adjustments to the Commission, in which event the Commission shall use the adjusted prices in dealing with industrial prospects. In any event, the Council shall, at least every 12 months, review the predetermined prices and notify the Commission, in writing, of any adjustments thereto.

(7) The Commission may accept, in the name of the City, gifts and devises of real estate and real estate interests to be used by the Commission and the City for further industrial and business development and expansion.
(8) The Commission may employ personnel, including engineers, surveyors, architects, contractors, attorneys at law, accountants and other necessary persons, for the purpose of designing, developing, constructing and promoting the Saco Industrial Park, so called, and any other industrial Saco’s business and industrial parks and other real estate which may be hereafter acquired by the City, subject to its authority and the expenditures of funds, as provided in Subsection F(1).

(9) The Commission shall ensure, through the City Code Enforcement Office, any covenant and deed restrictions on industrial property. The Code Enforcement Officer is and/or City Administrator are authorized to initiate legal action to enforce covenant and deed restrictions.

(10) The Commission shall every January prepare and transmit to the City Council a report of its activities and its recommendations for improving economic conditions and development. The Commission shall prepare an economic development plan to be submitted to the new City Council periodically, by the first meeting in January 2012. [Added 1-18-2011]

(11) The Commission may develop specific projects designed to retain and attract high quality jobs, as well as expand the tax base.

(12) The Commission may target high priority sectors identified locally and regionally, consistent with local, state and regional economic development plans.

(13) The Commission may work to develop infrastructure which supports economic development in the community.

(14) The Commission may coordinate intergovernmental cooperation for development.

(15) The Commission may coordinate any incentives offered to businesses.

G. Budget. The Commission shall prepare an operating budget for each fiscal year and shall submit such budget to the City Administrator, for inclusion in the City operating budget, not less than three months prior to the commencement of such fiscal year.

H. Confidentiality of negotiations. It is hereby determined that premature disclosure of information used in or generated by negotiations undertaken pursuant to Subsection F(6) would prejudice the competitive and bargaining positions of the Commission and the City. Therefore, the Commission may conduct those negotiations in accordance with 1 M.R.S.A. § 405.

V. CONSENT AGENDA

Councilor Blood moved, Councilor Smith seconded to approve Consent Agenda items # 1, 2, 3, 4, 5 and 6 as follows:

1. Be it Ordered that the City Council approve the minutes for September 16, 2013. Further move to approve the order.

2. Be it Ordered that the City Council grant the applications for a License to Operate Games of Chance as follows: Daily Pool and Playing Cards Socially from January 1, 2014 to January 1, 2015 as submitted by the Fraternal Order of Eagles #3792. Further move to approve the Order.

3. Be it ordered that the City Council grant Danielle Lewis a Massage Therapist License in accordance with the Code of the City of Saco, Chapter 138. Further move to approve the Order.
4. Be it Ordered that the City Council approve the Notice of Election for the Special Saco Municipal School Administrative Unit School Board Election scheduled for December 10, 2013. Further move to approve the Order;

5. Be it ordered that the City Council approve the Mayor’s appointment of Craig Burgess as an associate member of the Conservation Commission for a 3 year term beginning – November 18, 2013. Further move to approve the Order;

6. Be it Ordered that the City Council confirm the Mayor’s re-appointment of Jay St. John as a member of the Historic Preservation Commission for a 3 year term ending Dec. 31, 2016, and re-appointment of Audrey Milne as an associate for a three year term ending Dec. 31, 2016, and appoint Kelly Archer and Catherine Glynn as full members for the remainder of their current terms. Further move to approve the Order.

The motion passed with seven (7) yeas.

Note: The Item Commentaries for the above motions are listed below.

2. APPLICATIONS FOR A LICENSE TO OPERATE GAMES OF CHANCE: EAGLES #3792

Fraternal Order of Eagles #3792 has applied for Licenses to Operate Games of Chance as follows: Daily Pool and Playing Cards Socially from January 1, 2014 to January 1, 2015.

The applicant has submitted their application in accordance with the provisions of Title 17 M.R.S.A. Chapter 13-A, and in accordance with the Rules and Regulations promulgated by the Chief of the State Police governing the operation of Beano/Bingo or Games of Chance.

3. MASSAGE THERAPIST LICENSE APPLICATION: DANIELLE LEWIS

Danielle Lewis, located at Peak Performance Therapeutic Massage, 334 Main Street has applied for a Massage Therapist License.

The applicant has paid all applicable permit fees and has provided a copy of her Spatech Institute Certificate of Completion in compliance with Chapter 138, Sub-section §138-9 Basic proficiency.

4. NOTICE OF ELECTION: SPECIAL ELECTION ON DECEMBER 10, 2013

The Notice of Election is submitted to Mayor and Council authorizing the Special Saco Municipal School Administrative Unit School Board Election scheduled for December 10, 2013.

The Clerk, as required by Title 21-A, Article §622-A, has prepared the Notice of Election which will be posted in all Wards on or before December 2, 2013.

NOTICE OF ELECTION/WARRANT
STATE OF MAINE
SPECIAL ELECTION
SACO MUNICIPAL SCHOOL ADMINISTRATIVE UNIT SCHOOL BOARD
TUESDAY, DECEMBER 10, 2013
WARDS 1-7 INCLUSIVE

COUNTY OF YORK
CITY OF SACO

TO BRADLEY PAUL, CHIEF OF POLICE OF SACO:
GREETING:

YOU ARE HEREBY REQUIRED, in the name of the State of Maine, to notify and warn the inhabitants of the City of Saco in said county and state, qualified according to law to vote in city affairs, to meet at their respective Ward in said City, viz:

Ward One, at the Saco Community Center, 75 Franklin St.
Ward Two, at the Saco Community Center, 75 Franklin St.
Ward Three, at the Saco Community Center, 75 Franklin St.
Ward Four, at the Saco Community Center, 75 Franklin St.
Ward Five, at the Saco Community Center, 75 Franklin St.
Ward Six, at the Saco Community Center, 75 Franklin St.
Ward Seven, at the Saco Community Center, 75 Franklin St.

Tuesday, December 10, 2013 at 7:00 in the forenoon, to give in their votes for the following: Saco Municipal School Administrative Unit School Board – 1 Representative from each of the seven (7) Wards, to serve two (2) years terms with the initial term of office commencing from the date of the first School Board election and expiring at the next municipal election for City Councilors.

The polls shall be opened at 7:00 a.m. and shall be closed at 8:00 p.m.

A person may register to vote and/or enroll in a political party on or before Election Day.

Pursuant to Title 21-A § 759 (7), absentee ballots will be processed at the polls at the following times: Approximately 8:00 a.m., 2:00 p.m. and 8:00 p.m.

Dated at Saco, this 18th day of November 2013.

______________________________  ______________________________  ______________________________
David L. Tripp             Leslie E. Smith, Jr.               Marie D. Doucette
______________________________  ______________________________
Philip L. Blood            Arthur J. Tardif                  Eric B. Cote
______________________________
Marston D. Lovell          Councilors of the City of Saco

______________________________  ______________________________
Mark D. Johnston, Mayor    Michele L. Hughes, City Clerk

A TRUE COPY
ATTEST: ______________________________
City Clerk of the City of Saco

5. CONFIRM THE MAYOR’S APPOINTMENT TO THE CONSERVATION COMMISSION – CRAIG BURGESS

The Conservation Commission consists of seven members appointed by the Mayor and confirmed by the Council, for a term of three years. Primarily, the Commission shall: conduct research into local land area usage; make recommendations to preserve and enhance the natural resources of the City; and assist the Planning Board on development applications.
The Mayor requests the appointment of Craig Burgess of 40 Hubbard Street as an associate member to the Conservation Commission for a 3 year term.

6. CONFIRM THE MAYOR’S REAPPOINTMENT TO THE HISTORIC PRESERVATION COMMISSION

The Mayor is seeking to have:
✓ Jay St. John of 191 North Street re-appointed for a 3 year term as a full member.
✓ Audrey Milne of 50 Summer Street re-appointed for a 3-year term as an associate member.
✓ Kelly Archer of 185 Bradley Street appointed as a ‘full’ member. Ms. Archer was appointed to a three year term as an associate member on April 1, 2013.
✓ Catherine Glynn of 10 Locke Street appointed as a ‘full’ member. Ms. Glynn was appointed to a three year term as an associate member on Dec. 19, 2011.

IV. AGENDA:
E. MARINE 5 OCEAN RESCUE CRAFT REPLACEMENT

Marine 5, a 20+ year old Coast Guard surplus boat that was given to the City of Saco almost 10 years ago, experienced a catastrophic failure of the bilge pump system during a severe weather event, heavy rains and astronomical high tide, on June 7, 2012. At 11:30 P.M. that evening the boat was found by a local fisherman to be partially submerged. The fire department along with the assistance of the Assistant Harbor Master was able to raise the boat, pump off the excess water and secure the boat to the dock.

In the days/weeks that followed, the boat was taken to Southern Maine Marine to be evaluated for repair and an insurance claim was filed. In the end, the insurance company determined it to be a total loss and the city received $15,000 from the insurance claim. During the remainder of the 2012 season, the fire department worked with the Old Orchard Beach Fire Department, through its Mutual Aid Agreement to continue to provide limited fire & rescue response along the river below the dam and in the ocean near the shoreline. It was determined that the Old Orchard Beach boat, because of its size, was not appropriate for response off shore to provide fire and rescue services.

The fire department has been working to develop specifications for a replacement Multi-Mission Response Boat that will meet the current and future needs. The expected life span of the boat is 20+ years. Estimates from manufacturers put the purchase cost of a new Multi-Mission Response Boat at $127,000. Bangor and South Portland have made similar purchases in the past year; Bangor’s cost was approximately $174,000 and the City of South Portland has approximately $100,000 invested in their boat.

During FY14 budget preparation, we established a budget of $21,600 per year for 7 years to purchase a $100,000 boat. The interest rates have been coming in far lower than estimated in the budget. With the new amount of $127,000, I have calculated that we can get a lease purchase agreement with payments at or below $21,600 per year. No additional money will be needed to purchase the Marine 5.

Councilor Blood moved, Councilor Tripp seconded “Be it Ordered that the City Council authorize the Fire Department to complete the purchase of a new multi-mission response boat.” Further move to approve the Order. The motion passed with five (5) yeas and two (2) nays – Councilors Doucette and Tardif.

TABLED – Councilor Lovell moved, Councilor Tardif seconded to table this items for two reasons as follows: We were going into a sharing arrangement with the City of Biddeford, but haven’t heard anything from the Biddeford Council of whether they are willing to share the costs.. Secondly – Heard interest with the new council to discuss this matter and if tabled, they could discuss this matter if we postpone this to December 16, 2013. The motion failed with three (3) yeas and four (4) nays – Councilors Cote, Blood, Smith and Tripp.
VI. RECESS THE MEETING AND CONVENE THE WORKSHOP

Mayor Johnston recessed the meeting at 8:30 p.m. for 5 minutes before moving to the Workshop. TIME: 8:30 p.m.

VII. ADJOURN THE WORKSHOP AND RECONVENE THE MEETING

Councilor Tripp moved, Councilor Doucette seconded to adjourn the workshop and reconvene the meeting. The motion passed with unanimous consent. TIME: 9:03 p.m.

Mayor Johnston conducted a roll call and determined that all the Councilors were present.

F. PURCHASING POLICY AMENDMENTS

The City’s current Purchasing Policy has been revised. It really came to light during our EPA grant audit. It was determined that items like equal opportunity clauses were missing. While we needed to add some additional items for the EPA grant processing, it was determined that it would be a good time to include the PCard into the Purchasing Policy. The PCard were added into the policy instead of having a separate policy, making it easier to understand and having all purchasing in the same policy. All authority levels have been kept at the prior levels. So we took the old Policy gave it a new look and format, made it easier to read and follow, created consistency throughout the Policy, added the PCard, and added EPA grant requirements.

Councilor Lovell moved, Councilor Smith seconded “Be it Ordered that the City Council approve the Purchasing Policy dated 11/1/13 as presented.” Further move to approve the Order. The motion passed with seven (7) yeas.

CITY OF SACO
Purchasing Policy

benddo
11/5/2013

The Purchasing Policy is a guide to spell out the responsibilities and authority of purchasing, promote consistent and fair relations with vendors, have a standardized purchasing procedure, have a uniform action when making purchases, use of the purchasing card (commercial card), bids and the process, grants, and sales of City Property. Responsibility of who can authorize what, how much, and when further authorization by the Finance Director or City Administrator or the City Council needs to be involved.
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PURCHASING POLICY

CITY OF SACO, MAINE

Adopted by City Council - July 5, 2005

Revised 7/31/2013

A. PURPOSE LEGAL BASIS AND APPLICABILITY

1. THE PURPOSE OF THIS PURCHASING MANUAL:
   1. Spell out the responsibilities and authority of purchasing
   2. Promote consistent and fair relations with vendors
   3. Facilitate uniform action by all staff involved with purchasing
   4. Standardize routine purchasing procedures.
   5. Facilitating the training of new's and other employees with purchasing
      procedures and responsibilities.

2. LEGAL BASIS: Chapter 38 of the City of Saco Code provides the authority
   and legal basis for this policy.

3. APPLICABILITY: The City Administrator and staff, to include all departments,
   agencies, offices and committees authorized by the City Charter and Code will
   abide by these procedures. All Department Heads shall have charge of the
   storage of supplies and materials purchased by their departments, and shall keep
   proper inventory records thereof. He/she shall keep informed and maintain records
   as to the sources of supply for all classes of purchases, price trends, and other
   related matters.

B. POLICY STATEMENTS

1. Purchasing Policy – There will be a reasonable effort to spend the tax payer’s
   money on only those items necessary to accomplish the City of Saco’s duties. The
   purchaser will seek the best value by considering price, quality, long-term cost, and
   timely provision of goods/service as appropriate when obtaining goods/services.
   The cost and uniqueness of the commodity as well as the urgency of need will
   influence the process used to purchase the good/service.

2. Surplus Property Disposal Policy – The City of Saco Staff will recoup the best
   reasonable return for the taxpayers’ when disposing of surplus property – whether
   through trade-in, resale or demolition. The value and ability to safely reuse the
   surplus property will influence the process used to dispose of the resource. As a
   rule the City will only deal with US vendors. Exceptions must be cleared through
   the City Administrator. The City will avoid favoritism, prejudices and discrimination
   when making the sale of any municipal supplies, materials and equipment no
   longer required by the City.

3. Discrimination Policy - The City will not discriminate as to age, sex, sexual
   orientation (including gender identity and expression), race or color, creed,
political affiliation, national origin, religion or physical or mental handicap while doing business for the City of Saco.

C. DEFINITIONS

APPROPRIATION – An amount authorized by the City Council for expenditures or to incur obligation for a specific purpose, such as debt for a capital project.

BID BOND – Protection against a bid offer being withdrawn after opening.

BID SPECIFICATIONS – Conditions set by the City that must be met by the vendor in the type and quality of goods or services offered for bid.

BLANKET CONTRACTS – Are agreements that include items, prices, quantities and periods, which have been negotiated with a supplier into a contractual agreement.

COMMERCIAL CREDIT CARD - See Purchasing Card.

COOPERATIVE PURCHASING – A technique whereby one or more cities or towns may collectively purchase goods and services.

DOCUMENTATION RETENTION – The City follows the State of Maine Rules for Disposition of Local Government records.

EMERGENCY - When an unforeseen event arises or a situation whereby there exists a threat to public health, welfare or safety of the City of Saco, its residents or its employees and failure to act promptly shall result in negative consequences.

INTERMEDIATE PURCHASES - Intermediate purchases shall include purchases of goods and services with a cost of greater than $3,000 but less than $8,000.

LARGE PURCHASES - Large purchases shall include the purchases of goods and services the cost of which are $8,000 or greater.

LONG-TERM COST – Cost of supplies/services needed in maintaining quality of purchase or service after initial purchase.

LOWEST RESPONSIBLE BIDDER – A vendor who bids to provide goods or services on large purchase with the ability, capacity, and skill to provide goods or services required by the bid. The vendor will have the ability of the following:

a. Perform the bid or provide the service promptly, or within the time specified, without delay or interference.

b. Have character, integrity, reputation, judgment, experience, and efficiency;

c. Quality of performance of previous bids;

d. Previous existing compliance by the bidder with the laws and ordinances relating to the bids;
e. Sufficiency of financial resources and ability to perform the bid;
f. Quality, availability and adaptability of the supplies, or contractual services to the particular use required;
g. Number and scope of conditions attached to the bid;
h. Other factors as may be indicated in writing by the agent that demonstrate that the bid is not in the City's best interest and does not promote the purposes of this policy.

PAYMENT BOND - A payment bond covers payment of subcontractors, laborers, and materials suppliers associated with the project. Payment bonds are issued for the protection of those supplying labor or materials to a particular bonded project.

PERFORMANCE BOND - An amount of money or insurance bond provided to the City by the bidder to ensure that a specified service or item is provided in accordance with contract provisions. This serves to guarantee that the contractor makes the required payments for labor and suppliers of material.

PERSON WITH AUTHORITY – An employee who has been given authority by the City Administrator or Department Head to act on behalf of the City.

PURCHASING AGENT – The City Administrator or individual assigned authority to perform administration and supervision concerning the purchase of a variety of materials, supplies, services, and equipment for the City.

PURCHASING CARD – City owned commercial credit cards which are issued to selected employees who use them to make official purchases of goods and services for the City.

PURCHASE ORDER – The process of setting aside or obligating funds for an expected commodity.

REQUEST FOR PROPOSAL – A solicitation most often through a bidding process, by an agency or company interested in procurement of a commodity, service or valuable asset, to potential suppliers to submit business proposals.

RESPONSIVE - To respond to all the requirements of the contract/Bid by not modifying any of the requirements or leaving out any of the requirements.

SMALL PURCHASE - Purchase of incidental materials and supplies with a value of less than $3,000 as detailed in section F1A.Regulations Governing Purchase and Sale of Property.

SOLE SOURCE - A sole source vendor is a company or person who sells a product or service that meets the unique needs of the purchaser; generally, sole source means the one and only source for the product or
service. Being a municipality, the City can go directly to the distributors for sole source products.

STOCKLESS PURCHASING - A technique providing for the purchase of a commodity or service in quantity at an agreed price ordered by the City, but held by the supplier and delivered to the City when required.

SUPPLEMENTAL APPROPRIATION - An amount authorized by the City Council while the fiscal year is in progress to increase the approved budget for the fiscal year.

SURPLUS PROPERTY - Materials, supplies or equipment that are no longer used by the city or which have become obsolete but has usefulness left which is put up for sale.

UNENCUMBERED BALANCE - The amount of money remaining in a particular appropriation against which there are no outstanding commitments, such as Purchase Orders or contracts.

UNIT PRICE - The amount quoted in terms of so much per agreed or standard unit of product or service. RE: sand sold at a unit price of $10.00 per yard.

VENDOR - The individual or company offering goods or services for sale.

D. THE PURCHASING SYSTEM

A purchasing system is designed to

1. Formally authorize a vendor to deliver specifically defined goods, and/or services,
2. Obtain and ensure delivery of acceptable quality goods and service, on a timely basis to ensure uninterrupted work flow of each department.
3. Make sure funds for such goods or services are set aside (encumbered) for future payment.
4. Comply with all applicable laws and regulations without qualification or evasion.

There are several different functional areas a good purchasing system must contain. The City will employ all of the following processes to accomplish these functions.

a) Requirements

The first step in the procurement cycle is when a need arises for goods or services. The department will clearly define the good(s) and/or service(s) needed specifying performance, design manufacturer or other characteristics (or a combination of characteristic(s)) needed. Whether it is fuel for a vehicle, pencils for the office, or a new fire truck, the process is the same. Who needs what, when they need it, where
they can get it, how much it will cost, and where the money is coming from must be identified and documented. The requirement must be approved at the originator level before the costing step can be taken.

b) Costing
The cost of satisfying the need, and the availability of funds to pay for that cost, must be determined as accurately as possible. How much time and effort is put into this effort depends on a number of factors that influence this effort, such as cost, method of financing, buy/lease decisions, bulk purchase agreements, emergency/routine considerations, etc. Purchasers are encouraged to check vendor’s catalogs, internet, and shops when appropriate, factoring in any freight charges. The purchaser must also make the vendor aware that the City is tax exempt and is not to be charged taxes. Depending on the expected cost of the purchase, the purchaser will have to obtain the cost data in one of three ways:

i. For small purchases (less than $3000), a known vendor with a good reputation for quality and price may be used and authorized by the department purchaser.

ii. For intermediated purchases ($3000 to $8000), the purchasing department must obtain price quotes from three vendors to satisfy the requirement.

iii. For large purchases (over $8000), the requesting department must go through the Bid process.

c) Purchase
The vendor is formally authorized to provide the goods and/or services. A delivery schedule and payment terms must be available. A formal purchase order or contract may be used, stating:

i. The quantity

ii. Quality of item or service

iii. Description of item or service

iv. And other specifications of the item or services desired.

The purchase order must be approved by the Department Head, or Person with Authority, and/or the Finance Director, and/or Purchasing Agent (when required) at which time the funds shall be encumbered by the Finance Department before the purchase takes place. An exception of a formal purchase order is when the purchasing card is used. The Department Head or Person with Authority still has to approve the purchase when the purchasing card is used.
d) Purchase with Purchasing Card (Commercial Credit Card or PCard)

The purchasing card (Pcard) is used to purchase supplies that are needed immediately and are time sensitive. The purchasing card is to be used for small purchases, (See F1A Small purchases) for goods and services, the cost of which does not exceed the small purchase limit. If a purchase for over the small purchase dollar limit which is an Intermediate purchase (See F1B Intermediate Purchase) is needed, then the City Administrator or Person with Authority, or the Finance Director must give permission for use of the purchasing card. Due to the large purchase requirements, purchasing cards are not to be used, excluding exceptions in section F7 Purchasing Exceptions.

Only full-time employees of the City of Saco are eligible to receive a purchasing card (Pcard). Contractors or temporary employees are not eligible. The cardholder is responsible for the security of their card and the transactions made using the card. Only the employee whose name is on the purchasing card is allowed to use the purchasing card. The purchasing card will follow the same rules as for purchases with purchase orders. For Emergency situations, follow section F8 Emergency Procurements.

Each purchasing card (Pcard) is issued in the employee’s name but, is the property of the City of Saco and is only to be used for City purchases. It is NOT used for personal purchases, cash advances, or any personal travel and entertainment expenses such as airline tickets, hotel accommodations, car rentals or meals. The Pcard is not to be used for employee benefit clothing, boot, or tool allowances. It can be used for business meetings and travel expenses when the travel is authorized. If a spouse travels with the employee, the spouse’s expenses will not be charged to the purchasing card. Only an employee’s business travel expenses are allowed to be charged to the Purchasing Card. Travel expenses associated with Special Funds, such as Grants, must be preauthorized by the Custodian of Grant.

Under no circumstances should a transaction be split into two or more separate receipts to bypass the single transaction dollar limit.

Each card will have:
   a. a maximum dollar amount per cycle,
   b. a maximum number of transactions per day,
   c. a maximum number of transactions per cycle,
   d. a maximum dollar amount per transaction,
e. a maximum dollar amount per day.
All changes require the written approval of the Department Head and card administrator.

Sales tax should not be paid on any purchases made with the Purchasing card (Pcard) due to the City’s municipal exempt status.

f) Delivery & Receipt of Goods or Services
When goods or services have been received, the receiver should be assured satisfaction with the condition of the material or services, noting whether full or partial receipt has been made. The Purchase Order Receiving File Maintenance system should be utilized to record what has been received on a partial order. This notation can be made right on the printed copy of the purchase order as well.

g) Payment
A Requisition for payment using the form itself or the requisition for payment stamp is created by the requisitioning department and submitted to the Finance Department for payment. The requisition for payment includes the invoice, packing slips, and purchase order (if applicable). If a purchase order is created for a purchase, the Department Head does not have to sign the requisition for payment. The purchase order has already authorized the purchase, but must be attached to the requisition for payment. The accounting records are updated automatically when the requisition for payment is entered into the computer system. If the material supplied is capital equipment, an entry is made to the inventory records to record the history of the purchase.

When the Purchasing Cards are used, the records are updated at the time the monthly purchases are uploaded to the computer system. Payment is automatically wired at least one day prior to the due date. Each Purchasing Card monthly statement has the corresponding receipts attached to the individual’s purchasing card statements, which are compared to the master monthly statement by Accounts Payable.

h) Prepaid
If a vendor does not except credit cards or purchase orders and demands payment up front, the Department Head or Person with Authority will get an invoice from the vendor. Do a requisition for payment with a note to Accounts Payable stating date needed, “Return check to Department”.

A system such as outlined above also facilitates advanced planning and adequate management control of the expenditure of public funds for such purposes. As a control measure, the system also helps to keep departmental expenses within the annual adopted budget for the respective departments.
Use of the Purchasing Card facilitates a reduction of time wasted waiting for last minute purchases that are holding up the performance of scheduled jobs.

E.  PRINCIPLES

1. These purchasing principles allow the City to provide the best guarantees that tax money and public funds are spent in the most prudent fashion. With a formal system of buying goods and services, including a purchase order system, and the purchasing card, the City is clear about:
   a. What it intends to buy,
   b. Take reasonable steps to create positive relationships and avoid dispute with vendors,
   c. Provides a full audit trail of purchases,
   d. Allows level competition to set prices,
   e. Control spending within budget limits,
   f. Sets a professional standard of organizational behavior,
   g. Limits the possibility of waste,
   h. Creates an organized system of checks and balances,
   i. Enhances public trust.

All of these features are of major importance to successful public administration.

2. The City is encouraged the use Minority, Women, and Disabled Business Enterprises (MBE, WBE, DBE). The City will avoid favoritism, prejudices and discrimination when implementing purchase, contract, grant, or other processes. Note: The most recent copy of the Maine Department of transportation’s (MDOT’s) Certified Disadvantaged Business Enterprise Directory is available on the internet at the following address: http://www.maine.gov/mdot/disadvantaged-business-enterprises/dbe-home.php. For trades not listed in the MDOT directory, additional certified businesses may be listed on the Massachusetts Supplier Diversity Office (SDO) website, found at: http://www.somwba.state.ma.us/

3. Conflict of Interest – No person authorized to act on behalf of the City shall enter into any agreement, contract or purchase order with any person in which the City Agent has a financial interest. The Purchasing Agent and all officers and employees of the City are expressly prohibited from directly or indirectly accepting any gift, rebate or item of value from any person who is or seeks to become a vendor or contractor to the City, unless the gift is given for the use and benefit of the City. Also, see City of Saco Standards of Conduct Policy: May 5, 2003.

4. During the solicitation for products and services, the City will make the effort to conserve natural resources and protect the environment.

F. REGULATIONS GOVERNING PURCHASE AND SALE OF PROPERTY

The City shall purchase from the vendor, goods and services without discrimination as to age, sex, sexual orientation (including gender identity and expression), race or color,
creed, political affiliation, national origin, religion or physical or mental handicap, the best goods or services available.

1. PURCHASES - CATEGORIES

Purchases of supplies, material and equipment for the use by the City in the operations and maintenance of its several departments, and services contracted by the city in furtherance of its operation shall be divided into the following categories:

A. SMALL PURCHASES

Department Heads or Person with Authority shall approve all small purchases (not to exceed $3000) for their own Departments, and shall be responsible, by the power delegated to them by the Purchasing Agent, to institute adequate procedures for the storage and distribution of supplies and the maintenance of inventories required for each Department. Department Heads shall periodically review the prices and sources of the small purchases made for their Departments, in order to see that the taxpayers of the City receive value for their tax dollars.

B. INTERMEDIATE PURCHASES

The City Administrator or the Finance Director or Person with Authority shall approve all intermediate purchases (greater than $3,000 but less than $8,000) for all City Departments, but no such approval for intermediate purchases shall be made unless at least three (3) price quotes have first been obtained. The City Administrator may authorize an exception to this as outlined in the following F-7 Purchasing Exceptions, F-8 Emergency Procurements, and K3-c Sole Source Procurements.

C. LARGE PURCHASES

Large purchases shall include the purchases of goods and services the cost of which are $8,000 or greater. On all large purchases, competitive bids shall be sought by publication of a notice of the bid. The City Administrator may authorize an exception to this as outlined in F-7 Purchasing Exceptions, F-8 Emergency Procurements, and K3-c Sole Source Procurements.

Each publication will include the following:

i. Description of the items or services to be purchased
ii. Bear the date on which the notice was first to appear in the publication.
iii. State the place and time (at least five days after publication date.)
iv. When and where the bids will be opened.
v. State the procedure for handling of bids as outlined below.
vi. Publication shall have general circulation in the City of Saco, and publication of notices will be published in newspapers or other
periodicals of statewide or national circulation when deemed 
appropriate by the City Administrator or .

2. PURCHASE LIMITATIONS
No purchase of services, supplies, material and equipment shall be made unless 
the Council, except as otherwise provided in the City Charter therefore has 
appropriated the funds.

3. COMPETITIVE BID PROCESS
The following are guidelines to prepare and process Bids.

A. INSTRUCTIONS TO BIDDERS
When developing bidders’ instructions, the responsible department shall be 
sure to:
   a. Insist that all bidders identify the product or service on which they are 
bidding on all envelopes (e.g., “Bid for Police Cruisers”).
   b. Where justified, ask that samples be submitted with the bid. Be sure 
to return all samples when the final award is made. Samples shall be 
offered without charge to the City.
   c. Always include the Employer ID number, or Tax Exemption Number 
of the City, on the bid. If the chosen Bidder is a new vendor to the 
City, a W9 form must be received in Accounts Payable before any 
payment is issued. If the chosen Bidder is working on City property, 
then a Certificate of Insurance including Worker Compensation is 
required.

B. SPECIAL BID CONDITIONS
If warranted, the following conditions shall be included:
   a. Always require a bid and/or performance bond when the 
project warrants. Labor and materials bonds will also be 
important when a payment by the contractor must be secured. 
Although the cost of the bond will be included in the price, it is 
often the best assurance that the contractor will perform. This 
is especially important in annual contracts and purchases of 
major significance.
   b. Always reserve the right to reject all bids, renegotiate any 
contract and waive any informality, which do not compromise 
the actual bid.
   c. If the project to be bid warrants it, hold a bidders meeting to 
aquaint the bidders with any special conditions that may 
afflict their bids.

C. PREPARATION OF THE INVITATION FOR BID
   Using the above guidelines, the City shall use the following procedure 
for all bid invitations:
a. The Purchasing Agent, Department Head or Person with Authority shall prepare an invitation for bid specifying:

1. Time and date for receipt of bids, the address to which bids are to be delivered, and the date by which the City may select a bid and contract with a vendor.

2. Be specific regarding the supplies and/or services being purchased. Specifications shall always be written to encourage the maximum possible competition. In most cases, specifications shall be written to describe the requirements to be met without having the effect of requiring a proprietary supply or service, or procurement for a sole source. However, a specification may include proprietary descriptions if the purchasing agent determines that no other manner of description suffices and explains the basis for that determination in writing. If a proprietary description is used, the specification shall state that any equivalent product or service meeting the minimum needs of the City may be bid and that it is the responsibility of the bidding agent to demonstrate equivalency of any alternate.

3. All evaluation criteria, standards, and performance measures by which the purchasing agent will determine acceptability as to quality, workmanship, results of inspections and tests, suitability for a particular purpose, and any other measures of acceptability.

All contractual terms and conditions applicable to the procurement

4. That each bidder shall certify on the bid as follows:
The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud with another person. As used in this section the word "person" means any natural person, joint venture, partnership, corporation or other business or legal entity.

(Name of person signing bid)

(Date)

(Company)

b. The Invitation for Bid may incorporate documents by reference, if it specifies where prospective vendors may obtain the documents. If the proposed contract period exceeds one year, the Invitation for Bid shall state:
1. The amount of supplies or services required for the proposed contract period and whether such amount is the actual amount required, or an estimate.

2. That the purchasing agent shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year.

3. That the bidder shall provide a unit price for each item or service.

4. Whether a unit price must be quoted for the duration of the contract, must be quoted for each fiscal year and will be adjusted thereafter and what method of adjustment will be used, if any.

5. How the award will be determined, including how prices will be compared if contractors submit prices for each fiscal year of the contract.

6. Specific insurance and bonding requirements will be specified.

7. If the proposed contract is to contain an option of renewal or extension, the invitation for Bid shall contain a notice of the provision.

8. Bids are honored for 60 days.

c. PUBLIC NOTICE OF BIDS

   The Purchasing Agent or his/her Person with Authority shall make copies of the Invitation for Bid available on an equal basis. The Purchasing Agent shall also give public notice of the Invitation for Bid a reasonable time prior to the date for the opening of bids. The notice shall:
   
   1. Indicate where and when an Invitation for Bid may be obtained, where and by what date bids must be submitted, and where and when bids will be opened.
   2. Describe the product or service desired.
   3. Reserve the City's right to reject any bids.
   4. Be published at least once, not less than two week before the time specified in the Invitation for Bid for receipt of bids, in a newspaper of general circulation within the local region/area.
   5. City may charge for copies of bid documents following fee policy.
6. A log shall be maintained listing the companies who were sent bids.

d. ACCEPTANCE OF BIDS
The Purchasing Agent shall accept Bids submitted up to the time specified for receipt of bids in the Invitation for that Bid. All late bids shall remain unopened and shall be rejected. A bidder may correct, modify, or withdraw a Bid by written notice received in the office designated in the Invitation for Bid before the time and date set for the bid opening. The Finance Director shall hold all deposits relating to bids.

e. PUBLIC BID OPENING
The Purchasing Agent, Department Head or Person with Authority shall open all Bids publicly at the time and place designated in the Invitation for Bid and record minutes including the following:
1. Date, Time & Place of Bid opening
2. Note All persons in attendance
3. Open bid
4. Read Bid amount out loud
5. Announce when bid award will be awarded

f. BID CORRECTIONS
After bid opening, a bidder may not change the price of any other Bid provision in a manner prejudicial to the interests of the City or fair competition. The purchasing agent may waive minor informalities, or allow the bidder to correct them. If a clerical or administrative mistake is made, and the intended Bid is clearly evident on the face of the Bid document, the Purchasing Agent may correct the mistake to reflect the intended correct Bid and notify the bidder in writing of the correction. For example, if a Bid proposes a unit price, but the extension of such price contains an arithmetic error and the intent of the bid is clear, such informality may be waived. A bidder may not withdraw a Bid unless a mistake is evident on the face of the bid document and the intended correct bid is not similarly evident.

g. EVALUATION OF BIDS
The Purchasing Agent may compare prices and terms contained in submitted bids with those available through State contracts.

h. PURCHASES & BID AWARDS
The Purchasing Agent shall award the contract/Bid to the lowest responsible and responsive bidder or State contract vendor. The contract shall be awarded by written notice to the selected
vendor by the date specified in the Invitation for Bid, for Bid selection contract/Bid award, by a later mutually agree upon date by the purchasing agent and the vendor, or by statute where applicable. Other factors to be considered are life cycle and quality for awarding Bids.

Bids made by potential vendors to provide goods or services for local government agency purchase will be kept for six (6) years.

i. CONTRACT/BIDS MANAGEMENT

Upon contract/bid award, a successful municipal purchasing system must administer the contract/bid, controlling payments, contract extension, procurement files and any increases in products or services. The Delivery and Receipt of Goods and Services must be followed before payments are made. After the materials or equipment are no longer used or are obsolete, the purchasing agent may be empowered to dispose of this surplus property. All of these functions, which occur during the lifecycle of procured goods, are discussed in the following sections.

1. GENERAL

Upon contract/bid award, the purchasing agent will assure that all contracts involving amounts of a stated value ($8,000 or more) shall be in writing.

2. CONTROL OF CONTRACT/BID EXTENSIONS AND RENEWALS

If a contract/bid contains an option of renewal or extension, the exercise of the option shall be at the sole discretion of the City and shall not be subject to agreement or acceptance by the vendor. No option shall be exercised unless the purchasing agent determines in writing, after reasonable investigation of costs and benefits, that the exercise of the option is more advantageous to the City than other means of procuring comparable supplies or services. Renewals shall contain a time limit (e.g., 3 years), with renewal provisions.

3. CONTROL OF INCREASE IN PRODUCTS AND SERVICES

The City may increase the quantity of supplies or services specified in a contract, up to a suggested maximum dollar value (for example, 10% of the original contract) provided:

a. Purchasing Agent specifies in writing that an increase is necessary to fulfill the actual needs of the community and is more economical and practical than awarding another contract.
b. Parties agree to the increase in writing.

c. Increase in quantity in any contract, except a contract for the purchase of gasoline, fuel oil, or road salt does not exceed ten percent, except with the approval of the City Administrator or.

j. MAINTAIN BID FILES

The City shall maintain a file on each contract/BID in the amount of $8,000 or more. The file shall be maintained for six (6) years from the date of contract/bid completion. The file shall include a copy of all written documents required by these procedures and shall be open to public inspection.

All purchases shall be of the quality deemed necessary to suit the intended purpose, be suitable and beneficial to the City, purchased totally in the City’s best interest as well as the most economically acceptable found to be available.

1. QUANTITY OF GOODS

The quantity of goods purchased is determined by scheduled work on continuing operations. This can also be affected by a change in operations, change in markets, cost and availability of storage facilities, handling and shipping costs, and depreciation and losses.

2. RECEIPTS, INSPECTION AND TESTING

The Department Head or Person with Authority is responsible for signing for delivery. Inclusion of the shipping notice and vendor’s invoice or voucher in the departmental schedule of bills payable is sufficient notice to the Finance Department and Purchasing Agent that the delivered commodity meets specifications. When a shipment does not conform to the purchase order, the Department Head, on behalf of the Purchasing Agent, may seek independent testing of a commodity before payment. The Department Head shall immediately notify the vendor of any concealed damages in a shipment and hold the goods for inspection. Samples may be required as part of a Bid or tests conducted before delivery of a purchased item. The City reserves the right to reject an item if it does not conform to specifications.

3. SPECIFIC CONDITIONS AND OTHER PURCHASING

A successful municipal purchasing system involves more than enabling ordinances and administrative procedures. It also entails a consistent effort to seek the best price of
the goods and services required providing the services demanded by the taxpayers. The administrative framework presented in this policy shall be supplemented with other policy decisions intended to provide additional guidance. The following sections discuss specific conditions, requiring different procedures as well as issues that affect upon a City’s ability to obtain the lowest price for the best merchandise and to manage the entire purchasing

k. CANCELLATIONS
   The Purchasing Agent may cancel an invitation for Bid, a request for proposals, or other solicitation or may reject in whole or in part any and all Bids or proposals when he/she determines that cancellation or rejection serves the best interest of the City. The purchasing agent shall state in writing the reason for a cancellation or rejection.

4. COOPERATIVE PURCHASING
   Cooperative purchasing is a technique gaining increasing acceptance. Cities and towns cooperate with each other on an informal ad hoc basis or participate in county or other established collaborative systems; each arrangement offers the participants significant economies of scale. The City Administrator or Person with Authority is hereby authorized to combine with other units of government, planning commission, council of governments, or with the Maine Municipal Association for purchasing purposes, in which event such regulations as may be jointly agreed to be applicable, in lieu of the regulations herein. By joining together two or more groups for the purpose of preparing specifications, collectively receiving Bids, and making an award to the lowest bidder, each City or town is able to execute its own contract, administer the procurement function, and finance the purchase independently. Examples of such cooperative purchasing could be gasoline and fuel oil. The benefits include:
   a. Cost savings due to lower administrative costs and potentially lower unit costs due to the economies of scale that may result from large purchases of similar items.
   b. Preparation Paperwork reduction.
   c. Provides product quality, service and delivery improvement.
   d. An approach with equal value is the aggressive use of state contracts.
5. SPECIFIC BLANKET CONTRACTS
A specific blanket contract includes items, prices, quantities, and periods that have been negotiated with a supplier into a contractual agreement. It is based upon pre-established prices for supplies, either picked up or delivered to the City. A contract of this type offers major price advantages over small individual purchases made by separate departments. The Purchasing Agent or Person with Authority is responsible for bidding or negotiating blanket contracts for appropriate items and for informing all of these contracts as they are negotiated. Department Heads shall use these blanket contracts unless otherwise authorized by the Purchasing Agent.

6. PURCHASES & BIDS RECORD
The City Administrator, Person with Authority, or Department Head shall keep a record of all properly submitted bids and all purchases made under subsections 7-c and 7-d (Purchases Exceptions below) hereof without bids, and such records shall be open to proper inspection by any interested person on approval of the City Administrator or Person with Authority.
For equipment Records, all documents related to the purchase, upgrading, and maintenance of equipment such as motor vehicles, computers, etc shall be kept for two (2) years from date of disposal.

7. PURCHASES EXCEPTIONS
The competitive bidding regulations provided in this section (Purchasing Exceptions) shall not be applicable:
   a. To any specific case determined by the City Administrator or Person with Authority to be an emergency; in such cases the City Administrator or Person with Authority may make such immediate purchases that he/she determines are in the best interest of the City, and are of good value for the City, considering the nature of the circumstances.
   b. To purchases of specific parcels of real estate, when the Council determines that a particular property and no other meet the needs of the City;
   c. When the item or service that meets the City’s requirements is available from a single source only.
   d. If the purchase is for professional services, and the City Administrator or Person with Authority is satisfied that the service is a good value for the City, considering quality, reliability of past or expected future service, and the professional’s pre-existing knowledge, understanding and experience with regards to the service to be performed.
   e. If a public safety vehicle (fire truck, ambulance, police vehicle, public works vehicle etc) breaks down and work cannot be performed by the
City department and the public safety vehicle is needed to complete work immediately, then no purchase order or limit will be required.

f. Parks and Recreation purchases for camp trips to purchase tickets and admissions for the camp program during June, July, and August plus the school vacation week in February and April will not need purchase orders or dollar limit required.

g. The IT Department will be able to use the purchasing card to purchase software, such as software licenses, software, and other fees that do not send a disc when purchased online.

8. EMERGENCY PROCUREMENTS
In the case of any emergency or unusual circumstances, the City Administrator or Person with Authority may require the immediate purchase of materials, supplies and/or apparatus in the open market for quality and at the lowest price obtainable. The City Administrator or Person with Authority shall notify the City Council (if purchase is over $8,000) as soon as possible as to the steps taken to affect the purchase, the emergency situation that existed and the methodology utilized to assure the best possible price given the attendant circumstances. If the purchase price exceeds the unencumbered balance in the department’s budget account, the department shall immediately notify the City Administrator. If the City Administrator cannot be immediately notified, before the purchase in an emergency, then the City Administrator will be notified as soon after as possible. An emergency must be supported by written explanation.

9. SALES

A. SALES UNDER $3,000
The City Administrator or Person with Authority 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
(Chapter 81 of the City’s Code.)

G. REGULATIONS GOVERNING LEASE OF CITY REAL PROPERTY
All leases of Real Property belonging to the City of Saco shall be approved by City Council. On the effective date of the lease, the City Clerk at City Hall shall file a copy of the executed lease, where it shall be kept together with all other current leases of real property belonging to the City. The Assessor and Finance Director will have a copy of the lease. The leases will be a permanent record of the City of Saco.

H. FUNDAMENTAL PRINCIPLES
Ideally for all purchases, the order shall be in writing, with one copy given to the vendor, one copy given to the Finance Department and one copy kept within the department. The preparer should be as specific as possible about the quantity and quality of material, unit cost, extra charges, time of delivery, place of delivery, date of the order and budget charged for the purchase. Each Department Head shall be clear as to the authority for making any emergency expenditure. Have a discussion with the City Administrator be sure of the limits of Department Head authority.

I. OVERALL DEPARTMENT RESPONSIBILITIES
An effective centralized purchasing system is based upon standard procedures, which are utilized by all departments on a consistent basis. These procedures must be clearly explained and communicated to all that are involved in the purchase of goods and services with public funds. The specific responsibilities for various aspects of purchasing are shared by the purchasing agent, s, and the Finance Department as follows:

1. PURCHASING DEPARTMENT
Division of Purchases, the head of which shall be the City Administrator, who shall oversee the Department or who shall do all of the purchasing required within the various departments, offices and agencies of the City government, subject to the provisions of the City Charter Section 5.03 Necessary Departments, Offices, or Agencies and City Code § 4-12. Division of Administrative Service.

2. RESPONSIBILITIES
The following applies to s of all City departments.

a) To purchase goods and services needed for the orderly and efficient operation of their departments within the appropriated budgets.

b) Work cooperatively with the purchasing agent within the purchasing system to ensure the best interests of the City and its departments are met.
c) Anticipate the department's needs well in advance, to minimize the need for emergency purchases.

d) Prepare item descriptions and specifications, to provide the vendor with a clear indication of the department's needs.

e) To review the purchase order and invoice for conformity upon receipt of goods or services.

f) When there is a discrepancy cost or dissatisfaction with goods received, to notify the vendor at once to resolve the problem. No bill shall be processed for payment where goods are unsatisfactory, or there is a price discrepancy between original purchase order and bill received.

g) Select key employees for use of the Purchasing Card and their parameters.

3. FINANCE DEPARTMENT RESPONSIBILITIES
The Finance Director receives and reviews all intermediate and large requisition for purchase orders from the Department Heads or Person with Authority for availability of funds; authorizes or rejects intermediate requisition for purchase order, and forwards to accounts payable for conversion to purchase order. For large purchases, the Finance Director approves and forwards the purchase order to the City Administrator for authorizes then sends to accounts payable conversion.

The Finance Department is responsible for the following:

a) Creates General Ledger Accounts as needed
b) Opens mail and forwards invoices to the respective departments.
c) Have all required vendor documentation, such as IRS W9 forms.
d) Receives and process the requisition for payments, making sure all required documentation is received before payment is made to the vendor.

e) Have Internal Auditor review all processed requisition for payments.
f) Oversees the distribution of payments to vendors

g) Oversees the Purchasing Card program, making sure all receipts for purchases are attached to the purchasing card statements and post to the general ledger accounts monthly.

J. PURCHASING PROCEDURES BY DOLLAR LIMIT
1. PURCHASES

a. All purchases must be made using the regular purchase order system, with the exception of those specified in Section D-d (The Purchasing System section d Purchase with Purchasing Card).
b. The Department Head or Person with Authority and the Finance Director will verify availability of funds and the department will execute the purchase if funds available.

c. The Department Head or Person of Authority shall prepare specifications for bid items and shall obtain technical assistance as needed in interpreting and preparing certain specifications. Bid preparations.

d. The City Administrator or Person with Authority acting as the Purchasing Agent must approve all bid specifications, as to form.

e. The Department Head or Person of Authority shall return a recommendation to the Purchasing Agent concerning the awarding of Bids.

f. The City Administrator or Person with Authority shall consider such recommendation particularly as it relates to the responsiveness of the bids and/or the quality of the product or service, and the award shall be made to the lowest responsible and responsive bidder, considering quality and expected performance. The City Administrator or Person with Authority may also reject any or all bids.

2. REQUEST FOR PROPOSALS
The Purchasing Agent may issue a request for proposals if it is determined that the selection of the most advantageous offer requires consideration of factors in addition to price, and specifies the reasons for such determination. Generally, professional services fall into the category of a request for proposals. These services include architectural and engineering, auditing, legal services and other similar professional categories. These proposals can be solicited in several ways.

a. COMPETITIVE
A competitive process may be used to solicit proposals, substantially along the lines described in Section K Grants of this policy. Preparation of proposal specifications which outline the scope of services to be performed, evaluation criteria to be used in judging proposals, minimum qualifications of professional experience, and other standards, including price, can all be incorporated into the Request for Proposals.

b. SELECTIVE
Selected vendors may be invited to submit statements of qualification about the extent and comparable nature of experience work of a professional nature. The community may wish to use a selection committee to review the credentials of suppliers of the professional service. Preferably, a list of three possible vendors shall be invited to propose for services. In the event that there is no definitive scope of services, the vendor may be selected on qualifications, before a negotiation of price for services. A priority ranking of three vendors may
be designated. If price negotiations are not successful with the first vendor of choice by the community, then negotiations can be pursued with the next vendor of services. Avoid cost-plus, or percent of cost contracts.

c. SOLE SOURCE
Sole source of supply, service, or item may be warranted in certain limited circumstances. Such procurement by sole source shall only be authorized by the City Administrator or Person with Authority or upon authorization of the City Council (large purchases over $8,000) when it decides it is in its interest because of long term issues such as maintenance or reduced costs due to consistency in product or items already on hand, and shall be based on the needs of the community, not as a means of avoiding competitive proposals or Bids. The purchaser must put in writing all sole source procurements specifying:
  i. each contractor’s name,
  ii. the amount and type of each contract,
  iii. and the basis for determining that the contractor was the only practical source for the required supply or service.

This would apply to engineering, financial software, equipment compatibility, etc. If technical specifications are the justification, note them in detail for comparison to existing products and sources. For example, if the City has one kind of police radio and they need to purchase two more and already have thirty of the one kind of police radio and there is only one source for that particular radio, the City does not want to purchase a different kind of radio that is not comparative and compatible with police radio the City already has. The City does not want to have to buy thirty two new radios, only two.

K  GRANT PROGRAMS
Each department will keep a running list of projects that are beyond the scope of the budget and keep a watch for grants and other funding to proceed with the project. The City will apply for all funding available and follow the source of the funding requirements. At the inception of a grant, the Finance Director will develop a chart of accounts for expenditures and revenue posting for the grant award to be used for financial reporting. The Finance Department on a monthly basis will provide financial statements of grant activity for reconciliation by the Custodian of the grant. The Department Head or his/her Person with Authority of the department who requests the grant will be the Custodian of the Grant. The Custodian of the Grant will manage the grants, approve all invoices and requests for disbursement then forward them to the Finance Department for payment. He/She will document all indirect costs and keep all documents pertaining to the Grant. See City of Saco Standards of Conduct Policy: adopted by the City Council May 5, 2003 for more about grants. When making expenditures for the grant, the Custodian of the Grant will get the best price, service, and equipment that will meet the requirements of the grant. If the Custodian managing
The Department of Parks and Recreation proposes to submit an application for a $21,600 grant that would allow continued construction of the trails network at Cascade Falls Park. City Council authorization of the application’s submission is required by the Recreational Trails Program, which is administered by the Maine Department of Agriculture, Conservation and Forestry Division of Parks and Public Lands. The grant requires a 20% local match. This means $5,400 must be supplied by the City, for a project budget of $27,000.

Councilor Blood moved, Councilor Lovell seconded ‘Be it resolved that the City Council is hereby in favor of applying for the Recreational Trail Development grant from the Division of Parks and Public Lands for the design and construction of a 180 foot section of the so-called North Falls Spur Trail and a pedestrian bridge over Cascade Brook. By being in favor of applying for this grant the City Council is committing a grant match amount of $5,400 (20% of maximum available grant) to be funded through the Department of Parks and Recreation. Further move to approve the Order.” The motion passed with six (6) yeas and one (1) nay – Councilor Tardif.

G. LEASE AGREEMENT – 15 NORTH AVENUE

The Lease Agreement for 15 North Avenue with Bastille Woodworking and Boat Works has lapsed. The Bastille’s have operated the Woodworking and Boat Works Business at 15 North Avenue for almost 20 years. The Bastille’s are interested in continuing a Lease on the city property for another 5 year term, with the same annual escalator as used in the past.
Councilor Blood moved, Councilor Lovell seconded “Be it Ordered that the City Council approve the’ Lease Agreement by and between the City of Saco and James J. Bastille and Sandra L. Bastille, a/k/a/ Bastille Woodworking and Boat Works’ for a 5 year period ending November 30, 2018”. Further move to approve the Order. The motion passed with seven (7) yeas.

(Note: underline represents new language while strikethrough is language to be deleted.)

LEASE AGREEMENT

This lease agreement is made and entered into this 1st day of December 2013/September 2008, and between the CITY OF SACO, a Maine municipality located in the County of York and the State of Maine, LESSOR, and James J. Bastille and Sandra L. Bastille, a/k/a/ Bastille Woodworking and Boat Works, LESSEE.

WITNESSETH

1. Premises Leased. LESSOR does hereby lease to LESSEE certain premises located at 15 North Avenue in Saco, Maine more particularly described as the Old Camp Ellis Fire Barn. The building is a one-story concrete block two bay garage, which has the dimensions of 24 feet by 79 feet. The property is further described on the City of Saco tax records as Map 1, Lot 18.

2. Term of the Lease. The term of this lease shall be for a period of 60 months commencing December 1, 2013/September 1, 2008, and continue until midnight November 30, 2018/August 31, 2012. Lessee may renew the lease upon the expiration of its regular term (but not if LESSEE is in default hereunder) for an additional period of one (1) year, subject to the same terms hereunder.

3. Rental. The LESSEE covenants and agrees to pay monthly rent (the “monthly rent”) in the sum of $524.83/463.87 a month, payable on the 20th of each month for the term of the lease. The monthly rent portion of LESSEE’S payments hereunder shall be adjusted and increased annually, on the anniversary of the date of said lease, by an amount equal to 2.5 percent per year. It is a specific requirement and condition of this lease that LESSEE provides automated clearinghouse (“ACH”) withdrawal authority from the LESSEE’S bank payable to the City of Saco, as specified by the letter and instruction of the City’s Finance Director.

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Note: a 2.5% increase in $6144.34 is $6,297.95 and on $512.03 it is $524.83
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4. Utilities and Assessments. The LESSEE shall also provide, at his own expense, all electricity, oil, telephone, water and all other utilities and services at the premises, except for the cost of the sewage disposal, which will be borne by the City.

5. Alterations. The LESSEE, at their own expense, may make alterations in and/or additions to the leased premises, but only after LESSEE obtains the express written approval of the LESSOR. All additions, improvements, fixtures shall become the property of LESSOR, unless a specific agreement to the contrary is executed.

6. Maintenance and Repair. The LESSOR and the LESSEE shall have the following maintenance and repair obligations related to the subject premises:

   a. The LESSEE shall maintain the existing heating system and have it in operating condition year round. LESSEE’s obligation to replace any part of said heating system shall be over and above normal maintenance and repair cost.

   b. LESSEE hereby covenants and agrees to keep the premises in as good order, repair and condition as the same are in as of the commencement of the term hereof, or may be put in thereafter; damage by fire, flood, act of God or other unavoidable casualty and reasonable wear and tear accepted; and at the termination of this Lease, to peacefully yield up said premises and all additions, alterations and improvements hereto in such good order and repair and in condition leaving the premises clean and neat.

   c. Inspection of Buildings and Grounds. Upon agreement of the parties to enter into this Lease Agreement but prior to LESSEE taking possession, an inspection and survey of the buildings and grounds shall be undertaken. LESSOR agrees to make available to LESSEE and all inspectors all past inspections and records relating to the premises.

   d. LESSEE Takes Building As Is. LESSEE accepts the building “as is” with the inspection and survey forming the baseline for the condition of the building. In particular, LESSEE waives any claims it may have now or in the future against LESSOR, its employees and agents, relating to any air quality issue in the building, and to all other physical conditions and characteristics of said premises.

   e. Maintenance and Operation By LESSEE. LESSEE, upon commencement of the Lease, shall assume responsibility for all day-to-day maintenance and repair of the building and shall keep the premises in at least as good condition as it was
received. Such maintenance shall include preventative maintenance, servicing of all mechanical equipment on an annual basis, replacement of filters and light bulbs, seasonal shutdowns and energizing of water systems, compliance testing as required for fuel pumps, and otherwise ensuring that all equipment and fixtures are maintained in good and safe condition. Both the interior floors, walls and ceilings and all exterior features of the building shall also be maintained and repaired in good and functional condition so that the building will not deteriorate.

f. Maintenance of Grounds. LESSOR shall be responsible for the maintenance of the grounds and landscaping. LESSEE agrees to provide snowplowing services for the premises.

g. Maintenance Reports. LESSOR shall maintain reports regarding all maintenance and improvements to the premises, equipment and systems serving the premises. Such reports shall be updated quarterly and shall be available for inspection at all times by LESSOR upon LESSOR’s request. Such reports shall detail work performed, name of entity performing the work, dates work was performed, costs of service, status of any equipment failures and status of any work in progress as of the date of the report.

h. Except for repairs and maintenance in subsection A above and as required on account of fire, flood, act of God or other casualty:

(1) LESSEE shall be responsible for all ordinary and necessary non-structural maintenance and repairs to the interior and exterior of the premises.

(2) LESSOR shall be responsible for all necessary replacement, over and above LESSOR’S obligation set forth above, except that LESSOR shall be responsible for all replacements made necessary by LESSOR’S fault or neglect.

(3) LESSOR shall further be responsible for glass windows situated in the premises and shall promptly replace the same in the event of breakage, without regard to the cause of such breakage unless the same is brought about through the negligence of fault of LESSOR.

(4) LESSOR shall all be responsible for all ordinary and necessary repairs to the mechanical and utility systems, which serve and which are within the premises. Mechanical systems include electrical, plumbing, sewerage, radiation and the like, but expecting the heating system itself which is addressed above. LESSOR shall at once report in fault or neglect.

7. Default. LESSOR shall be in default of this lease if he shall fail to comply with any condition, covenant or term herein unless, following written notice from LESSOR, LESSEE remedies said default within thirty (30) days. Notwithstanding the preceding, if LESSOR is delinquent, more than ten (10) days, in the payment of either the monthly rent, LESSOR may declare an automatic default and terminate the lease.

Upon default, LESSOR and LESSEE herein agree in advance that LESSOR will have the option to continue the lease on a month-to-month basis or to enter the premises and expel the LESSEE. LESSOR shall provide the LESSEE with 48 hours notice if it chooses to expel the LESSEE.
LESSEE, upon default or the normal expiration of this lease, agrees to peaceably and cooperatively vacate and surrender the premises. It is a specific condition for entering this lease, that LESSEE agrees herein that he shall be responsible for and shall pay all costs and reasonable attorneys fees should he default, and not peaceably vacate and surrender the premises as required hereunder.

8. Indemnity and Insurance by LESSOR. LESSEE shall hold the LESSOR harmless and indemnify the LESSOR against any and all claims for damage to property and for injury to persons arising from or relating to the use and/or condition of the premises and/or failure of the LESSEE, in whole or in part, to perform their obligations hereunder, and against all fees and costs reasonably incurred by the LESSOR in defending any such claims. Without limiting the foregoing, the LESSEE shall maintain liability insurance for the amount of $1,000,000 per injury or occurrence for the protection of the interests of both the LESSOR and LESSEE. LESSOR shall be named as a certificate holder on the policy.

9. Sublease of Assignment. LESSEE shall not sublease or assign his/her rights in the premises without the express written approval of LESSOR.

10. Use of the Premises. LESSEE’S use of said premises shall comply with local zoning ordinances and regulations and with all state and federal regulations, laws and statutes, and the failure to comply shall constitute a default hereunder.

11. Security Deposit. LESSEE has previously paid to LESSOR the sum of $300 as a security deposit for LESSEE’S use of said premises. At the conclusion of this Lease, if the property is returned to LESSOR in good order and condition as otherwise set forth in this Lease, said security deposit will be returned to LESSEE within the period of thirty (30) days of the return of said premises to LESSOR.

12. Parking. LESSEE shall encourage customers to use the Camp Ellis pier parking lot. In addition, the LESSEE will keep three spaces available for parking on the North Avenue side of the Shop.

13. Signs. LESSEE shall have the right to place or erect signs, electric or otherwise, on the demised premises, subject to the regulations, if any, imposed by state law or regulation, or by local ordinance.

14. Covenant of Quiet Enjoyment. LESSEE, paying the rent and observing the covenants contained herein, shall be entitled to peaceably enjoy and hold the demised premises during the full term of this Lease without interference from LESSOR or LESSOR’S assigns.

15. Construction. This Lease shall be construed under the laws of the State of Maine.
16. **Severability.** If any provision of this Lease is void or invalid as a matter of law, the remaining provisions of this Lease shall remain in full force and effect.

17. **Force Majeure.** If fire, flood, act of God or other unavoidable catastrophe (a force majeure event) renders the property untenable for a period of time, the terms of this lease shall be stayed during the pendency of the force majeure event. If the force majeure lasts more than sixty (60) days, or if it is likely the property may remain untenable, LESSOR may suspend and terminate the lease without cost or obligation to LESSEE except for return of his security deposit. LESSOR is under no obligation to replace, repair or restore the premises following any force majeure event.

18. **Hazardous Materials.** LESSEE shall not bring into or onto the property any dangerous, explosive or hazardous materials, nor suffer anyone else to do the same, without the express written permission of the LESSOR.

19. **Termination.**
   a. **Abandonment By LESSEE.** Should LESSEE vacate or abandon the property at any time prior to the termination date of the Agreement, such vacation or abandonment shall be a breach of this Agreement and, in addition to any other rights LESSOR may have, LESSOR may remove any property belonging to LESSEE which remain on the premises.
   
   b. **Convenience Of LESSOR.** This Agreement may be terminated by LESSOR for convenience upon ninety (90) days written notice to LESSEE. If the Agreement is terminated by LESSOR for convenience, LESSOR shall pay LESSEE for the reasonable value of all improvements made to the subject property by LESSEE, the value of which shall be based upon the quarterly maintenance and improvements reports as described in this agreement.

   | Date: Signed on this ........day of ........, 2013

   **Witness:**

   ________________________________
   Richard R. Michaud
   City Administrator
   City of Saco, Maine

   ________________________________
   James J. Bastille
   Lessee

   ________________________________
   Sandra L. Bastille
   Lessee

**VIII. EXECUTIVE SESSION**

Councilor Blood moved, Councilor Tripp seconded “Be it Ordered that the City Council, Pursuant to [M.R.S.A. Chapter 18, Subchapter 1, §405 (6)(C)(D)] move to enter into Executive Session to discuss: Lease of the Transportation Center and Union Contract for the Saco Police Command Unit.”. The motion passed with unanimous consent. TIME: 9:08 p.m.

Councilor Tripp moved, Councilor Smith seconded to move from the executive session. The motion passed with unanimous consent. TIME: 9:45 p.m.

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., Marie Doucette, Philip Blood, Arthur Tardif, Eric Cote, and Marston Lovell. City Administrator Rick Michaud was also present.
VII. AGENDA:

H. Saco Senior Center

The Saco Transportation Center which opened in February of 2009 is divided into two major use areas. One primary area is for the general public to purchase tickets, embarkation and debarkation for the Amtrak train system, meeting with local transports such as bus, trolleys and taxis and for general meeting space for casual activities such as card games and lunches. The other major area of the Transportation Center has been leased by the Biddeford-Saco Chamber of Commerce for their uses. They have received full use and scheduling of the Conference room and the remaining easterly portion of the building for their purposes.

The Saco Parks and Recreation Department is in immediate need of a dedicated physical location to become the base for our seniors programming. The demand for senior programming has become paramount with the growth of all our recreational offerings in Saco. While dedicated space for a “home base” is the most immediate need, that space must meet multiple criteria with accessibility being understandably tremendously important and the Saco Transportation Center meets that need.

Mayor Johnston declared “Be it ordered that the City Council accept the Saco Parks and Recreation Proposal to create the Saco Senior Center located in the Saco Transportation Center. Further move to approve the Order. The motion passed with the unanimous consent of the Council.

VIII. EXECUTIVE SESSION - REPORT FROM EXECUTIVE SESSION:

B. Union Agreement – Police Dept.

Councilor Tripp moved, Councilor Smith seconded the City Council hereby ordains and approves the ‘Agreement Between the City of Saco and Maine Association of Police for the Saco Police Command Unit – July 1, 2012 through June 30, 2015, and further authorizes the City Administrator to execute the Agreement. Further move to approve the order. The motion passed with six (6) yeas and one (1) nay – Councilor Tardif.

A. Lease Agreement – Chamber of Commerce

Councilor Cote moved, Councilor Smith seconded not to renew the ‘Lease Agreement by and between the City of Saco and the Biddeford Saco Chamber of Commerce & Industry’ for a two year term commencing on December 1, 2013 and ending December 31, 2015. The motion failed with three (3) yeas and four (4) nays – Councilors Tripp, Doucette, Blood and Lovell.

TABLED – Councilor Cote moved, Councilor Blood seconded to table this item until the December 16, 2013 Council meeting.

Councilor Tripp moved, Councilor Tardif seconded to move the question. The motion passed with five (5) yeas and two (2) nays – Councilors Smith and Cote.

Mayor Johnston called for a vote on the tabling motion. The motion passed with five (5) yeas and two (2) nays – Councilors Cote and Smith.

IV. ADJOURNMENT

Councilor Lovell moved, Councilor Tardif seconded to adjourn the meeting at 9:54 p.m.. The motion passed with unanimous consent.

Attest: __________________________________________
Michele L. Hughes, City Clerk