I. CALL TO ORDER – On Monday, April 28, 2014 at 7:00 p.m. a Council Meeting was held in the City Hall Auditorium.

II. ROLL CALL OF MEMBERS – Mayor Pilon conducted a roll call of the members and determined that the Councilors present constituted a quorum. Councilors present: Leslie Smith Jr., Bette Brunswick, Kevin Roche, Arthur Tardif, Eric Cote and Nathan Johnston. Absent: Councilor Precourt was excused this evening. City Administrator Rick Michaud was also present.

III. PLEDGE OF ALLEGIANCE

IV. GENERAL:

EAGLE SCOUT AWARD – TIM MORRISON

Tim Morrison who resides on the New County Road and is a member of Boy Scout Troop #310 recently earned the Eagle Scout Award. Mayor Pilon expressed his best wishes and congratulation to Tim and also presented him with a plaque on behalf of the city in honor of his achievement.

SACO SPIRIT RECOGNITION

Executive Director of Saco Spirit Nadeen Daniels thanked the Mayor and City Council for the opportunity to speak this evening. Saco Spirit would like to thank the city for the support of our program. It has been 13 years since the Main Street community first started. I don’t think any of us could have predicted the fun we were about to have. Saco has hosted about 130 various events, and for these events that you have allowed us to have and do, we thank you. We appreciate your support. It is your support and trust in us that makes Saco a community in which people truly believe in and want to be part of.

President of the Board of Directors of Saco Spirit Johanna Hoffman presented the City of Saco on behalf of the Board of Directors a framed Certificate of Appreciation which states “Thank you for supporting Saco Spirit’s commitment to the downtown businesses and the community”. Mayor Pilon accepted the certificate.

V. AGENDA

A. AMENDMENTS TO CHAPTER 220 VOLUNTEER CITIZEN WORK-OFF PROGRAM – (PUBLIC HEARING)

This year marks the fifth year of the City’s Volunteer Senior Tax Work-off Program. This program is successfully connecting Senior Citizens with City Departments in order to assist the department with accomplishing tasks and providing an opportunity for citizens to earn tax abatement credits toward their property tax bill.

The Program's Guidelines are part of the Code. Based on the City’s experience with this program, the proposed changes to the guide are housekeeping in nature.

At the Second and Final Reading for this item on May 5, 2014, there is an Amendment 1 to consider which effectively describes the program in the Code – “Chapter 220, Volunteer Citizen Work-off Program”, and further removes the implementation policy from the code and places it in the Program Administrator’s purview.

Councilor Cote moved, Councilor Smith seconded to open the Public Hearing. The motion passed with unanimous consent.
Assessor Jim Thomas noted that amendments to the original ordinance have recently been made and are proposed for review and acceptance this evening. Mr. Thomas asked that the Council consider the amendments for the second and final reading of the code change. Mayor Pilon inquired as to what the program period was because the guidelines were a little vague? Mr. Thomas noted that the city was defining that in the new guidelines that are being proposed. Mr. Thomas stated that when the program was set up, it was done in a short time frame soon after the tax bills were sent out because sometime around the time the second half was due be found that the program was popular enough that we couldn’t fit all the volunteer hours into that constrained time, so rather than having the Council in its Code set the dates each year we are leaving that to the program administrator so we broaden the dates to more or less match the fiscal year. Mayor Pilon asked when a citizen is participating in the program, are they covered by the city's liability policy? Mr. Thomas stated as he understood yes they were, but didn’t think they were covered under the Workers Compensation. The applicants sign a waiver when they participate in the program.

Councilor Roche stated that there weren’t a set number max but there is language in here that is based on available resources, that is the limitation? Mr. Thomas noted that the Council sets that annually.

Maureen Clark, Ferry Lane – Ms. Clark has lived on Ferry Lane for 25 years. She noted that she didn’t know what the amendments were because there weren’t enough packets. If there were going to be changes, she would have questions to ask about them. She has been in this program since it began and worked in various positions. Ms. Clark inquired about the amendments and whether the program was going to continue year around or go to part-time and is it going to change financially. City Administrator Rick Michaud noted that the amendments do not represent substantive changes in the program. What is being proposed is to take the program guidelines out of the code and put them out on the side as a policy. Not to change how the program works, the amounts or times or much of anything else.

Councilor Cote moved, Councilor Johnston seconded to close the Public Hearing and “Be it Ordered that the City Council set the Second and Final Reading of the document titled ‘Chapter 220, Article I, Volunteer Citizen Workoff Program – Work Volunteer Program Guidelines, dated April 7, 2014’, for May 5, 2014.” The motion passed with six (6) yeas.

B. MUNICIPAL PROPERTY TAX DEFERRAL FOR SENIOR CITIZENS – (PUBLIC HEARING)

Mayor Pilon has requested that the City Council discuss MRSA Chapter 908-A “Municipal Property Tax Deferral for Senior Citizens”.

The purpose is to provide a means for certain individuals to take advantage of the Municipal Property Tax Deferral Program for Senior Citizens enacted by the 124th Maine Legislature during the Second Regular Session, as amended, to defer certain property taxes assessed by the City of Saco, and to enable the City to collect those taxes at the end of the deferral period, with interest.

To be eligible for the program the taxpayer must meet the following criteria:

A. Property is eligible for homestead where the taxpayer has resided for at least 10 years prior to application
B. The taxpayer is an owner of the eligible homestead, is at least 70 years of age on April 1st of the first year of eligibility and occupies the eligible homestead; and
C. The household income of the taxpayer does not exceed 300% of the federal poverty level.

Councilor Tardif moved, Councilor Roche seconded to open the Public Hearing for discussion only. The motion passed with unanimous vote.

Margo Johnson, Bayview Road – Ms. Johnson stated that 3 generations of her family have been there since 1947.
She has found herself in a situation where she is embarrassed to come here this evening. She is trying to save her home in which she has two family members living with her and they have all come to a situation where they need to be in the family home. So, if there is some deferment or some way to freeze the taxes or reduce them, I would certainly ask that you consider that. When the State of Maine decided that they were going to do away with the property tax refund that had a huge impact. She would normally receive around $1,400 and now it is down to $400. She encouraged the Council to consider the program.

George Coburn, Portland Road – Mr. Coburn noted that when he saw this was coming up he was excited to see it. As of now he is struggling to pay $6,000 in property taxes. He has a part-time wood working shop which used to help in the past but it doesn’t anymore. He and his wife just interviewed a broker and they are putting the house up for sale. He loves the house and area but can’t afford to pay the taxes. As high as the taxes are, you still charge interest. This is why I’m hoping this goes through.

David Tripp, 346 Buxton Road – Mr. Tripp is a life-long resident. He thanked the Council and Mayor for the opportunity to speak. He heard that the city could bank around $100,000 a year. By that I mean that if any significant number of citizens come forward and can’t pay their taxes then the city could be on the hook for the $100,000 at 8% interest. I don’t know anyone in this town that can get 8% on their money. So the city will be able to generate and bank money on this deferral. If this Council tonight would open up the budget books in front on them I assure you that you could find $100,000 that would not affect the citizens of this community in any way if you did not raise our taxes by $100,000 and you would wake up the next day and not notice any difference in how the city was being run. With a $20 million plus budget, you are not talking allot of money. There is an opportunity here to help the citizens. As an example, 70 years in the same home, blind and living alone and an income of $13,000 a year and the taxes are $3,800. When that person moved into their home in 1943 their taxes were $68.00 a year. Now if you do the math, $13,000 - $3,800 doesn’t leave allot for all the other things to do. Now if that individual ended up in a home somewhere the tax payers, local, state and federal government would be on the hook for allot more money than it is for that person to live their today. Allot of senior have lived in their homes a long time and sacrificed to this day to own their own home. I strongly encourage the council that this will be a benefit, not a loss for the citizenry of this community. Mr. Tripp noted that Ward 7 Councilor made some comments that he felt it was a burden for the young folks in this community to have to pick up the slack for the people who couldn’t afford the taxes and they should sell the home and let a young person live in it who could pay the taxes. From where Mr. Tripp stands, at some point during your life the tax payers of this community were paying your way. All the city services were paid for by these people that can no longer afford to do this. At some point in your life you may need some help and the citizens should be able to do that. All we are asking the Council to do is to step up to the plate and provide this opportunity to defer the taxes, than at some point the heirs will pay the taxes. We are not asking for something for nothing, this is not a gift. Give this some serious consideration.

Don Osman, Hillview Estes – Mr. Osman stated that it seemed to him that each year budget time comes, taxes are raised. My question is, “Do you work really hard to hold the taxes for a year”? Why can’t we all get together and say this has got to stop. You know what the seniors go through. We seniors wake up every morning worried and wonder if we are going to make. We don’t have to tell you we are on a fixed income, you know that. Why don’t you really work, work hard and take no raise.

Perley Hodgkin, King Street - Mr. Hodgkin has lived here for almost 40 years now and before that he was over in Scarborough. He felt this program was a heck of a good program and is a win-win program for everyone. The old folks get to keep their home and when they sell it or the kids take it over the city is going to get reimbursed for the taxes so no one loses here. I think Saco should be a leader and not a follower. I know there are a couple of other owns that already have this. I think this should be done with the State so that all the towns and cities should be doing this. This is a excellent program and I hope the Council will consider it.

George Austin, Glenhaven Circle – Mr. Austin noted that he did read in the paper that there were already programs in place and the city is willing to work with individuals who are having problems with paying their property taxes. Is this correct? Mayor Pilon noted that if somebody has difficulty paying their property taxes, the city will work
with the individual on some type of a payment schedule. Mr. Austin inquired whether any potential revenue that gets deferred for a period of time say 10 or 20 years, does this potentially become at risk if there is a large accrual of property tax and interest payments, does it become more a burden for the city to try to collect the money? I would imagine there is a higher element of risk around this. Mayor Pilon asked if he was referring to the current program that the city does now? Mr. Austin clarified if the city adopts this new proposed program. He also stated that he was sympatric to anyone having difficulties in making end meet. He has lived in his house a short period of time and grew up in Saco and noted that if he were to lose his job this program would not allow anything for him. He has a mortgage, student loans and a young daughter and this program seems to be selectively benefiting one group of people in the community when everyone should have the same option. Mayor Pilon noted that he mentioned if he loses his job, and if he did, he has a skill and can go back to work. However, the senior community has no skills, who is going to employ them? If you can’t find a job in your discipline you can be retrained or retooled to go back to work somewhere else. The senior community even if they were lucky enough to be hired, could they earn enough money to pay their taxes and all their expenses such as home heating fuel, medicine and insurances and keep the bill payers away from the front door? You have a larger earning potential then they do. Mr. Austin completely understood this and is not here to say do this or do that and it is true I have a higher earning potential, but the people who live in these homes potentially purchased them when they were $25,000-$35,000 and now they are maybe worth any sum beyond that and have been paid off for likely years and there are many angels to this. Mayor Pilon noted that you heard Mr. Tripp talk about perhaps a family member whose only income is probably social security and has a tax bill out “x” amount of dollars, so that individual has got medicine, heating fuel, etc. its thin. Mr. Austin stated he understood and wasn’t here to down play the burden on anyone.

Tom Goulding, Lighthouse Lane - Mr. Goulding stated that he was not opposed to the program, but he did have some questions to ask. Does this put a lien on the person’s property? Mayor Pilon noted it would and that it put the city in the first spot to collect the money. Mr. Goulding inquired whether this would show up on a person’s personal credit rating? Mayor Pilon stated “no”, the program is set up so that if you meet the criteria and want to defer your property tax, then this doesn’t impact your credit history. Mr. Goulding mentioned that he saw an article that Tim Murphy wrote and he was quite concerned that wanted to know if anyone could answer the question?

City Administrator Rick Michaud noted that the city attorney’s position on this is that the city may not be able to collect the money. The process that is laid out in the law is defective and at the end of the 10 years the cities money could be at risk. The State Law would need to be clarified to be completely clear on the collection process.

Erika Donneson, Pleasant Street – Ms. Donneson stated that she is 68 and had a recent taste of what could happen to someone unexpectedly. She suffered from a series of home invasions followed by robbery, vandalism and arson. For the arson they burned my bedroom and every tool of trade. I was only 64 when this happened and after that I learned that I was going to get social security and SII at a total of $741.00 a month. I’m very lucky because I’ve paid off my mortgage after almost 30 years. As it was I was in a homeless shelter because we have no witness protection. Needless to say, I have a budget. City Assistance is only for people who make less than $704.00 for 2 people. The chances for making it are almost nil to most people. I don’t have 30 more years to pay for a mortgage. I have put in my dues and worked for 40 years to be where I was before this happened to me. There is no way out. I need a break. At $741.00 I’m paying $225.00 for my payment arrangement when I should be putting that into the windows that the Fire Dept. smashed out and when the police refused to take a report, I can’t collect insurance. You must have a police report to collect home owner’s insurance. So I would be grateful if I could get some kind of abatement but I’m not asking for that. I think I can make it another two years until I would be eligible for this program. This program is so needed. A friend went to an Alzheimer’s home lying saying she had alzheimer’s because she couldn’t afford the taxes and medication and she freaked out and died soon after.

Maureen Clark, Ferry Lane - Ms. Clark noted that she has lived here for about 45 years and is very much affected by the taxes in Saco. She is a widow and is 77 years old and her only income is social security and a small pension. She has a second mortgage, home equity loan and other bills and she has had medical issues. Recently in the Sunday paper, there was a picture of a house for sale in Kennebunkport for $1,249,000.00 and the taxes were $3,800.00. Mt taxes are $7,600 and I have less than 2 acres but I’m on the river. I have a small cape on the river valued at $100,000 something. Saco mil rate in $18.58, Kennebunkport is $7.53, Cape Elizabeth is $16.28. Why is
Saco’s tax rate so high? What do we have that is so much better than they have? Ms Clark hasn’t been able to pay her taxes and her son has helped her out and a couple of years ago applied for help from the city to pay her taxes. She had to save all her bills for 3 months and present them to the Council and she appreciated their help. At this time she doesn’t have anything left to borrow and her son is not able to help her anymore so this program is extremely important to her if she wants to stay in her home. Please think about this carefully and Maine has so many seniors that live here compared to other states and we all need to be addressed positively.

Stan Mozden, Cleveland Street – Mr. Mozden has lived in Saco for 18 years. This proposal we have before us and I’ve heard from the Councilors and a number of people their perspective on this. One of the things that strikes me about this is that people who are in a situation of not there making they find themselves at the end of flexibility and this provides them that flexibility to some extent. We are looking at people who have in many cases paid off their Property and paid their taxes and been good citizens during the whole time they have been here and lived here 30, 40 or 50 years. Have you ever thought of the changes that have occurred in Saco during that period of time? When you buy a house, what is it going to be worth in 50 years. These people are on a fixed income being controlled by someone else. That is what these people are being faced with. I’ve heard the comment that we don’t have that many people in Saco. My response to that is then help the few out that need it. This is a chance for Saco to show its character. That it is is willing to help those who are part of the community and have contributed much to the community in a time when they really need help and they don’t have many options to them. Furthermore, what kind of an investment are you able to make and get 8% interest? In this case here, these people are going to be paying you back with interest. When I was on the budget committee in Farmington, the big issue there was the farm community because there was a potential for commercial development be taxed as such. Once that happened they couldn’t afford to farm there anymore. So they did a proposal similar to the one being proposed here. They said that so long as it is a farm, it will be taxed that way. If someone comes in to buy it to put a second Maine Mall there then they have to pay the back taxes base on what it was evaluated on at that time. We are helping those that need the help in our community. This won’t break the bank to do so.

Elizabeth Johnston, Pleasant Street – Ms. Johnston stated it seems to me that what you are hearing here is that people are in hard times, whether they are older or like the young gentleman who spoke we are all struggling to make ends meet. This economy we are currently in and have been for quite a long time is taking its toll on us and I don’t see it turning around. So I hope that we all have empathy for each other. I’m not seventy years old yet but I’m creeping up on it and I’m still working. I don’t have a fixed incline, but a declining income as allot of people still working actually have. I’ve lived in my house for 20 years and have lived in Saco for 42 years. I love my house and never want to have to leave it. I don’t want to see anyone have to leave their home when they have worked all their lives and invested their money and are good citizens they deserve not to have to do that. But, I think there is already a mechanism in place to help people who can’t afford to pay their taxes. It just seems to me that this is a special interest group. I love them and will be with them real soon I’m sure but I don’t think we should be singling out individuals in a certain age or certain length of time in Saco. I think we should be willing to help people of all ages who are suffering with the same circumstances that seem to be prevalent here. Just seems to me this is the wrong tool and there aren’t allot of safety mechanisms in it. I would like to have the Council rethink this in terms of maybe there is a better tool that will work better for both the city and citizens. It seems to me that to pass this tonight is an unfinished idea. I’m speaking on a different perspective than some on my really good friends here tonight. I believe that everyone suffering should be able to receive assistance from the city if it is possible to give that out. If I didn’t have a mortgage on my house my taxes wouldn’t be such a big deal but I do and I’m going to for some time to come. So if you have a mortgage and the additional tax burden, it is definitely difficult. I think the city should do what it can to help, but I don’t think this particular tool is exactly tweaked right yet. I hope that the Council will consider going back to review it and thinking there is a different way in doing this or maybe with what we already have in place it already something we can continue to utilize to people’s advantage.

Councilor Tardif moved, Councilor Roche seconded to close the Public Hearing and “Be it Ordered that the City Council set the Second and Final Reading of the ‘Code Amendment – Chapter 220, dated April 7, 2014’, for May 5, 2014.” Further move to approve the order. The motion passed with six (6) yeas
Code Amendment – Chapter 220, dated April 7, 2014.

(Please note that underline represents new language, while strikethrough represents language to be deleted)

Chapter 220: VOLUNTEER PROGRAMS TAXPAYER BENEFIT PROGRAMS
Article I: Volunteer Citizen Work-off Program
[Adopted 12-15-2008]
§ 220-1 Purpose.
Pursuant to 36 M.R.S.A. § 6232, Subsection 1-A, the City Council adopts the volunteer program that permits claimants who are at least 60 years of age to earn benefits up to a maximum of $750 by volunteering to provide services to the City. The City Council shall establish a policy that establishes procedures and standards of eligibility for the volunteer citizen work-off program.

Article II: Municipal Property Tax Deferral for Senior Citizens
§ 220-2 Purpose.
Pursuant to 36 M.R.S.A. § 6271, the City Council adopts the municipal property tax deferral for senior citizens program.

C. AUTHORIZE BOND/QUESTION REGARDING STACKPOLE BRIDGE – (SECOND & FINAL READING)

On June 11, 2013 the citizens of Saco voted not to historically restore and stabilize the Stackpole Creek Bridge at a cost of $1.7 million. Since that time the bridge has remained closed and temporary measures for emergency response and maintenance activities, for the Saco residents north of the bridge, have been established through collaboration with the Town of Buxton.

In September 2013, the City, with the assistance of Senator Linda Valentino, engaged the Maine Department of Transportation (MDOT) with regards to possible funding assistance for a bridge replacement/rehabilitation project. MDOT offered the City use of a low interest (currently 1.625%) loan program that may be utilized for this infrastructure project up to ½ of the replacement cost of the bridge, or a maximum loan value of $650,000.

Since the June 2013 bond question was asked, City staff has been working on design alternatives that would provide a fully functional bridge for a lower construction cost. Public Works has arrived at an engineer’s estimate of $990,000 for a full replacement of the Stackpole Creek Bridge.

This cost estimate is based on the removal of the existing stone structure and design/installation of a precast concrete modular bridge. Public Works crews would perform grading and paving of the approaches to the bridge following installation.

Funding for this replacement project would utilize the MDOT low interest loan program in the amount of $495,000, payable over a period of 10 years with a first year payment of $57,543.75. A 20- year bond for the remaining $495,000 is estimated to require an annual payment of $44,550.00. The combined amounts will increase debt service by $102,093.75. Annual debt service payment in 2014 is $1,805,321 and in 2015 it will be $1,763,186. The decline in payment is $42,135.

Councilor Roche moved, Councilor Brunswick seconded ‘The City of Saco hereby ordains and approves the Second and Final Reading of the ‘Order Authorizing the City of Saco to Borrow an Amount Not to Exceed $990,000 for Improvements to the Stackpole Bridge to reopen the Simpson Road for through vehicle traffic in compliance with standard weight limitations’.” Further move to approve the Order.
AMENDMENT - Councilor Cote moved, Councilor Tardif seconded to continue the matter to a Council meeting in September 2014 for a Public Hearing and at which time a election will be scheduled for November and said notice of Public Hearing be provided as required by section 6.15 of the Saco City Charter.

City Administrator Rick Michaud stated that from his perspective if the bond counsel says that is o.k. that is what we do, but if the bond counsel says we start with the first reading again, then we start with the first reading again.

Mayor Pilon called for a vote on the amendment. The motion passed with five (5) yeas and one (1) nay – Councilor Smith.

Question # ___

Shall the Order of the City Council of the City of Saco entitled “Order Authorizing the City of Saco to Borrow an Amount Not to Exceed $990,000 for Improvements to the Stackpole Bridge to reopen the Simpson Road or through vehicle traffic in compliance with standard weight limitations” be ratified and approved?

Yes ____________

No ____________

Financial Statement

The issuance of bonds and notes by the City of Saco (the “City”) is one of the ways in which the City borrows money for certain purposes. The following is a summary of the bonded indebtedness of the City as of the referendum date. The total amount of bonds of the City of Saco outstanding and unpaid is $18,577,497, of which $13,725,295 is principal and $4,852,202 is interest. The City has $0 in bonds authorized and unissued. The total amount of bonds of the City to be issued if the question authorizing this borrowing is ratified by the voters is $990,000. The total debt service costs of the bonds will vary depending on the prevailing interest rates at the time the bonds are issued. The total estimated principal and interest payments on the bonds is $1,235,300, of which $990,000 is principal, and estimated interest at fixed rates ranging from 1.625% to 5.00% (depending on the years to maturity) over 20 years for up to $495,000 of the Bonds and over 10 years for up to the other $495,000 of Bonds is $245,300.

When money is borrowed by issuing bonds, the City must repay not only the principal amount of the bonds but also interest on the bonds. The amount of interest to be paid will vary depending upon the rate of interest and the years to maturity at the time of issue. The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the estimates made of the costs involved, including varying interest rates, the estimated cost of interest on the bond amount to be issued and the total cost of principal and interest to be paid at maturity.

/s/ Cheryl Fournier  
Cheryl Fournier, Treasurer, City of Saco

D. COMMERCIAL LEASE BY AND BETWEEN CITY OF SACO AND HAMMOND ACCOUNTING SOLUTIONS LLC FOR 138 MAIN STREET

In a January Council Workshop, councilors indicated they would like to seek proposals for lease of the Saco Transportation Center space formerly leased by the Chamber of Commerce. On February 24, 2014, the City Council authorized the City Administrator to seek proposals for the lease of the Saco Transportation Center, as outlined in the Request for Proposals.

The City received one (1) proposal for the lease of the Saco Transportation Center from “Hammond & Dargis, Certified Public Accountants”.

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The City Attorney has created a Commercial Lease by and between the City of Saco and Hammond Accounting Solutions, LLC, for the Lease of the Transportation Center at 138 Main Street.

Councilor Cote moved, Councilor Johnston seconded “Be it Ordered that the City Council authorize the City Administrator to execute the document titled, ‘Commercial Lease by and Between the City of Saco and Hammond Accounting Solutions, LLC for lease of the Transportation Center at 138 Main Street, for a period of 5 years, commencing June 1, 2014.’ Further move to approve the order. The motion passed with six (6) yeas.

COMMERCIAL LEASE

THIS LEASE AGREEMENT, entered into this day of May 2014, is by and between the City of Saco, a municipal corporation, having a principal place of business at 300 Main Street, Saco, Maine (hereinafter referred to as “The City” or “Landlord”) and Hammond Accounting Solutions, LLC, doing business as Hammond & Dargis, Certified Public Accountants, having a current place of business at 460 Elm Street, Biddeford, Maine (hereafter referred to as “Tenant” or “Hammond & Dargis”). This Lease shall constitute the entire agreement between the City and Hammond & Dargis regarding the parties’ rights and obligations pertaining to the Saco-Biddeford Transportation Center (“The Transportation Center” or the “Leased Premises”) at 138 Main Street, Saco, Maine.

WITNESSETH:

1. PREMISES. The City has built the Transportation Center at 138 Main Street, Saco, Maine, as a public space for visitors, and to service passengers traveling on the AMTRAK Train. A portion of the interior of the Transportation Center was developed as office/administrative space, and that portion is hereby leased to Hammond & Dargis as professional office space (“the Leased Premises”) for its accounting business subject to the terms herein, all as identified and set forth below:

   a. A floor plan diagram of the Leased Premises is affixed hereto and identified as Tab 1A. The Leased Area comprises 2450 Square feet and does include the Conference Room subject to the additional terms set forth below.

   b. The remainder of the first floor space within the Transportation Center shall be reserved for public use/City use including as an Amtrak Ticketing station, ticketing for other local and/or regional transportation systems, as a public waiting area, and other public restrooms and/or public facilities, including on-site ATM/Banking, and other associated services, all for public use and benefit, to be run, managed and overseen by the City.

2. TERM. Hammond & Dargis shall have and hold the Leased Premises, unless sooner terminated, for a term of five (5) years, which term commences June 1, 2014 and shall run until May 31, 2019.

3. RENT. The annual rent is $24,000.00 per year, divided into twelve equal monthly payments of $2000.00. Said rent shall be payable on the first day of each month. Payments made more than fourteen (14) days after the due date are subject to a $100.00 late fee, and interest accruing at twelve (12) percent interest. Hammond & Dargis shall also pay an additional fee of $100.00 per month as an allowance/offset for its share of heating, cooling and electricity used by it and for the Premises, such allowance to be added into the monthly rental fee described herein.
4. CONFERENCE ROOM. The Conference Room shall be considered part of the Leased
Premises, subject to the right of the City to use the Conference Room for itself, and to rent
out the Conference Room to members of the public, each at times when it is not expressly
reserved by the Tenant. The Parties agree that Saco’s Parks and Recreation Department shall
manage the daily usage of the Conference Room. If Tenant wishes to reserve time in the
Conference Room, it shall contact Parks and Rec to request the Conference Room be
reserved for its sole use. For those times the Tenant has not reserved the Conference Room,
the City may reserve it for itself or for a public use or entity. Any rental fees derived by the
City for rentals of the Conference Room shall inure to the City alone.

5. STAFFING OF TRAIN STATION. The City shall be responsible for staffing the Train
Station and all other space but excluding the Leased Premises, however, Hammond & Dargis
agrees it will have its own staff available to provide routine visitor assistance from time to
time.

6. RENEWAL OPTION. There is no right of renewal, but the Parties will consult at least once
in good faith one year prior to expiration of this Lease.

7. COMMON AREA CLEANING AND SUPPLIES. The City shall be responsible for all care,
upkeep, and cleaning of the Transportation Center, excluding the Leased Space which shall
be cleaned and maintained by the Tenant. The City shall provide supplies for the public
restrooms and common areas at the Transportation Center including but not limited to toilet
paper, paper towels and hand soap. The City shall also supply, and/or incur the expenses for
all cleaning supplies for the transportation lobby and public restrooms. The Tenant shall be
responsible for the supplies, toilet paper, cleaning materials, light bulbs, etc required by the
Leased Space.

8. UTILITIES. The City will pay all heat, water, electric, air conditioning and sewer fees
related to the entire Transportation Center, including the Leased Space. Hammond & Dargis,
however, will pay for all of its own set-up, service and usage fees and costs for telephone,
cable and internet services or lines.

9. TRASH AND RECYCLING. The Tenant shall participate in the City’s recycling and waste
reduction programs, as they are amended from time to time. The City shall provide the
Tenant, at no cost, recycling carts for the handling and disposal of all its materials, waste and
recyclables. The City shall collect and dispose of the Tenant’s waste and recycling materials
for so long as the Tenant participates in the City’s recycling programs, but if it ceases
participation, then the Tenant shall be responsible for and shall pay the costs of its waste
disposal. Tenant.

10. PARKING. The City shall maintain all parking spaces associated with Premises. The
Tenant shall be assigned seven (7) parking spaces for its employees at locations determined
by the City but on City property at the Transportation Center. All other parking shall be
public, on a first come, first serve basis.

11. PERMITTED USES.
a. The Tenant shall use the Leased Premises as its office space. It may not use the Leased Premises for any other purposes without the written consent of the City. No trade or occupation shall be conducted in the Leased Premises which will be unlawful, improper, noisy or offensive, or contrary to any state or federal law, regulation, or any municipal by-law or ordinance.

b. It shall be Tenant’s responsibility to assure that any use conducted within the Leased Premises is safe, and conducted or operated pursuant to all applicable local building, plumbing, electrical and Life-Safety Codes (“City Codes”). The failure of the Tenant to correct any such deficiency or to abate the use or operation in contravention of such City Codes shall constitute a breach of this Lease.

c. In no event or circumstances shall the Tenant bring onto the Leased Premises, or store within it any toxic, explosive, special or hazardous materials or waste, nor in any manner or form violate Maine’s Hazardous Waste Acts (38 MRSA, Sections 1301, et. Seq. and 1351 et.seq.); and the following Federal Acts: Comprehensive Environmental Response, Compensation and Liability Act of 1990 (“CERCLA”) as Amended; and 42 U.S.C. 6921, et seq. (“Solid Waste Disposal Act”), as Amended.

d. In no event shall the Tenant, or any employee or agent of the Tenant, interfere with the routine and customary operations of the AMTRAK passenger system, its personnel, or its trains, or of the City and its personnel, agents and contractors.

12. QUIET ENJOYMENT. Hammond & Dargis shall peacefully and quietly enjoy the Leased Premises for the intended purposes without disturbance of the City. A reciprocal duty is owed by the Tenant to all others. It shall be a breach of this Lease for Tenant or any employee, agent or guest of the Tenant to cause disturbance, or to threaten, intimidate or interfere with any other tenants or guests at the premises, or the City.

13. MAINTENANCE, REPAIRS, ALTERATIONS, IMPROVEMENTS.

a. The Tenant agrees to keep the entire interior of the Leased Premises in a reasonably neat, clean and sanitary condition.

b. The City agrees to undertake all maintenance and repair responsibilities for the remaining interior space and for the exterior of the Transportation Center, including the Leased Premises, except in those cases where the repair and/or damage is caused in whole or part by the fault, neglect or negligence of the Tenant. The City shall be responsible for all salting, sanding, plowing and winter care except for the Leased Premises.

c. The Tenant shall make no alterations in, or additions or improvements to the Leased Premises, without first obtaining the City’s written consent, to such alterations and improvements.
d. Any alterations or additions authorized by the City to the Leased Premises shall be performed with reasonable care, and in a workmanlike manner, and shall be at Tenant’s cost unless otherwise agreed in writing.

14. INSURANCE AND INDEMNIFICATION.

a. Hammond & Dargis shall defend, indemnify and hold the City harmless from and against any and all claims, actions, damages, liabilities, judgments, costs, fees, and fines (hereinafter “Claims”) which claims arise from its’ lease of, use, and/or occupancy of the Leased Premises, the Parties expressly intending that this obligation to defend and indemnify be read as broadly as possible.

b. The Tenant shall provide and maintain, at all times this Lease is in effect, comprehensive general liability and property casualty insurance, with policies that name the City of Saco as an additional insured covering the Leased Premises alone. The Tenant shall have no duty to insure other non-leased portions of the Premises. Such insurance shall provide a minimum of $1,000,000.00 for single claims and not less than an aggregate of $2,000,000.00 of coverage per year. This insurance shall always be Primary as regards to the availability of any other coverage(s), and must not contain any deductibles or self-insurance retention provisions to limit the indemnity provided herein. Proof of such coverage shall be due at the execution of this Lease and upon each yearly anniversary thereafter.

15. DAMAGE, DESTRUCTION OR CONDEMNATION. In case the Transportation Center and/or Leased Premises shall be damaged by fire or other casualty so as to render the same untenanted in whole or in part for a period of time lasting longer than 7 days, a just abatement of rent shall be made until the same shall be repaired by the City, and made ready for re-occupancy by the Tenant. The City shall notice the Tenant within 30 days of the incident of its decision to either repair/replace the Premises, or, to not repair and to terminate the Lease. If the City opts to replace or repair the premise improvements, it shall commence such repairs in good faith, and not later than 60 days after delivery of notice, absent special circumstances or reasonable cause. In such case, it shall consult with the Tenant periodically to update it as to the status/progress of any and all repairs.

16. ASSIGNMENT AND SUBLETTING. The Tenant shall not assign or encumber this Lease, nor sublet or permit the Leased Premises or any part thereof to be used by others.

17. DEFAULT

a. The following events shall be deemed to be events of default by the Tenant under this Lease:

i. Tenant shall fail to pay the rent when due and such failure shall continue for a period of fourteen (14) days; or
ii. Tenant shall fail to comply with any other term, provision or covenant of this Lease, and shall not cure such failure within twenty (20) days after written notice specifying the nature of such default; or

iii. Tenant shall abandon the Leased Premises or fail to conduct business in the Leased Premises as required by this Lease for a period of thirty (30) days; or

iv. Tenant shall become insolvent, admit in writing its inability to pay its rent generally as it becomes due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment to benefit of creditor, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended.

18. REMEDIES UPON DEFAULT: In the event of a default, the City and the Tenant shall each have all remedies available to them under law and equity, provided that either party has given the defaulting party reasonable opportunity to cure the default.

19. ACCESS. The City and its Administrator, representatives, officers, agents or employees, may enter the Leased Premises at any reasonable time for the purpose of inspecting the property, performing any work which the City elects to undertake, or such other purposes as it deems necessary, provided that the City provides the Tenant with 24-hour advance notice, except for emergencies, in which case the City may enter as deemed necessary.

20. NOTICES. Any notice or communication relating to this Lease shall be deemed duly given if in writing and sent by certified mail, postage addressed as follows:

To Tenant: Hammond & Dargis, CPAs
138 Main Street
Suite 101
Saco, Maine 04072

To Landlord: City of Saco
c/o City Administrator
300 Main Street
Saco, Maine 04072

21. PARTIAL PAYMENT/NO WAIVER OF RIGHTS. The acceptance of a check or cash by the City for a lesser amount than the full rent with an endorsement or statement thereon, or upon any letter accompanying such check, to the effect that such lesser amount constitutes payment in full shall be given no effect. The City may accept such funds without prejudice to any other rights or remedies which it may have against the Tenant.

22. RECORDING. The Parties agree that this Lease or a memorandum thereof may be recorded.

23. SURRENDER. The Tenant shall at the expiration of this Lease remove all of its goods and effects from the premises within seven (7) business days. The Tenant shall deliver to the
E. SECOND REQUEST FOR THE ACOE TO DREDGE THE SACO RIVER

Periodic maintenance of the navigable federal channel in the Saco River is required as sediments are deposited in the channel over time. The last dredge was in the 1990s. The shallow depths as a result of the sediment deposition create a hazard to the commercial and recreational vessels in the river.

Maintenance of the channel in the tidal portion of the river supports a variety of marine uses and the commercial businesses utilizing the river for cargo transportation, fishing, and recreation.

The Cities of Biddeford and Saco have concurrently and jointly submitted a Harbor and Navigation Metrics Form to the Army Corp of Engineers for consideration. The information contained in the submittal is used by the ACOE to gauge and prioritize the scope of work for the dredge.

The City Council discussed this item at Workshop on March 21, 2011 and voted on 4/4/11 to request the Army Corps of Engineers dredge the Federal Channel in the Saco River.

Councilor Roche moved, Councilor Tardif seconded “Be it Ordered that the City Council authorize the City Administrator to issue a second letter on behalf of the City Council to the Army Corps of Engineers in support of the dredging of the Saco River.” Further move to approve the Order. The motion passed with six (6) yeas.

F. NOMINATION OF ELECTION CLERKS 2014-2016

Election Clerks are the election officials who are appointed to represent the qualified party in which they are enrolled and provide a check and balance in the electoral process. The political parties held their caucus’s earlier this year and only the Republican Party submitted 1 nomination for an Election Clerk. The City Clerk has submitted
additional names of people who would like to be appointed to help with voting activities at the polls on Election Day.

The municipal officers must appoint nominated election clerks by May 1st (of the even-numbered years), pursuant to Title 21-A §503. The individuals appointed by the municipal officers serve as election clerks until new appointments are made on or before May 1, 2016.

Councilor Brunswick moved, Councilor Tardif seconded “Be it Ordered that the City Council approve the document titled, ‘Nomination Report – Election Clerks 2014 -2016, dated April 28, 2014’.” Further move to approve the order. The motion passed with six (6) yeas.

**Nomination Report - Election Clerks 2014 – 2016**  
**Dated April 28, 2014**

**Democratic Election Clerks:**  
Joan Lambert  
Claire Howard  
Robert Nichols  
Janet Huot  
Margaret Arenstam  
Claudette Nadeau  
Doris Haskell  
Nancy Tripp  
Janet Fernald  
Emma Day  
Diane Zehner  
Arline Murchison  
Carol Doyle  
Lorraine Mitchell  
Stanley Archie  
Stacey Hittle  
Frank Brancely  
Joseph Corrievau  
Lewella Daigle-Landry  
Margaret Mills

131 Louden Road  
20 Hillview Avenue  
24 Summer Street  
25 Clark Street  
2 Lyman Avenue  
6 Sunrise Avenue  
21 Miranda Circle  
59 Winter Street  
132 Franklin Street  
80 Elm Street #301  
124 Buxton Road  
495 Buxton Road  
26 Landing Road  
3 Shannon Lane  
6 Academy Place Apt #10

**Republican Election Clerks:**  
Elaine Cormier  
Dorothy Anagnostis  
Edna Leary  
Joanne Leary  
Trudy Knox  
Ron Morton  
Barbara Field  
Jan Clark  
Richard Clark  
Robert Pellerin  
Marjorie Sanborn  
Tom Goulding  
Ormond Trask Jr.  
Barbara Gooding  
Ellena Burtt  
Louise Stuart  
Anne Gannon

6 Lina Avenue - Nominated by Republican Party  
20 Summer Street  
269 Flag Pond Road  
66 Ricker Road  
50 Ricker Road  
311 Main Street #2  
16 Charles Street  
221 Ferry Road  
221 Ferry Road  
34 Landing Road  
36 North Avenue  
8 Lighthouse Lane  
2 Lyman Avenue #5  
10 Woodside Avenue  
53A Hill Street  
21 Dawn Marie Drive #201  
80 Shadagee Road
G. CITY OF SACO VISION AND STRATEGIC BUSINESS PLAN DEVELOPMENT

Mayor Pilon removed this item from the agenda. It will be reviewed at the May 5th Council meeting.

VI. CONSENT AGENDA

Councilor Smith moved, Councilor Roche seconded to approve consent agenda items #A, B and C as follows:

A. Be it Ordered that the City Council approve the minutes for April 7, 2014. Further move to approve the order;

B. The City Council hereby Ordains and Approves the First Reading of the document titled, “Contract Zone Agreement By and between Robert Lister and the City of Saco,” dated March 4, 2014”, and further moves to schedule a Public Hearing for May 5, 2014.

C. The City Council hereby Ordains and Approves the First Reading of the document titled, “Amendments to § 503-5 and 504-1 of the Zoning Ordinance, April 7, 2014,” and further moves to set the Public Hearing for May 5, 2014

The motion passed with six (6) yeas.

The complete item commentary are listed below.

B. CONTRACT ZONE RETAIL BUSINESS/CONVENIENCE STORE 188 LINCOLN STREET - (FIRST READING)

Applicants Robert and John Lister request consideration of a contract zone for the building at 188 Lincoln Street that would allow them to re-establish a convenience store on the first floor of the building, which would occupy the space formerly utilized by Wagner’s. The store closed its doors in early 2012. A nonconforming use that is discontinued for twelve months may not be re-opened without relief from zoning requirements.

The Planning Board made a positive finding on each of the four standards for a contract zone, and forwards a positive recommendation for the contract zone as proposed.

Contract Zone Agreement By and Between
Robert Lister and the City of Saco
March 4, 2014

THE CITY OF SACO HEREBY ORDAINS:

I. That the Zoning Ordinance of the City of Saco, dated January 2, 1985, and amended through September 3, 2013 is hereby further amended by adopting this contract by and between the City of Saco and applicant John Lister.

   1. John Lister (Applicant) has submitted an application for a contract zone for the parcel (Subject Property) at 188 Lincoln Street.

   2. The Subject Property is owned by the Applicant, acquired October 1, 2008, and subject to a deed recorded in Book 05498, Page 844 at the York County Registry of Deeds.
3. The Subject Property is identified as Tax Map 52, Lot 149 on City of Saco tax maps.

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

5. The first floor of the building on the Subject Property was operated as a Retail Business/Convenience Retail Use for many years until it closed in early 2012. There are two apartment units on the second floor which continue to operate. The building was built in 1909.

6. The Applicant proposes to re-establish the Retail Business/Convenience Retail Use in the first floor space of the building. A Retail Business is not an allowed use in the R-3 zoning district.

7. Article 5 of the Zoning Ordinance addresses nonconforming uses as follows:

   503-3. DISCONTINUANCE -- A nonconforming use which is discontinued for a period of 12 months may not be resumed. The uses of the land, building or structure shall thereafter conform to the provisions of this Ordinance.

   The Applicant recognizes that more than twelve months have passed since the convenience store has operated. The use may not be resumed under current zoning restrictions.

8. Recognizing the use restrictions imposed by the Zoning Ordinance, the Applicants hereby make application for a Contract Zone that would allow the proposed Retail Business/Convenience Retail Use to be established and to operate on the Subject Property as a legally conforming use.

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.”

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

This Contract Zone, specifically and exclusively for the Subject Property as identified above, would allow the Applicant to establish a Convenience Retail Use in the existing building at 188 Lincoln Street, as provided for in Article 14 of the Saco Zoning Ordinance:

a. Section 410-1 of the Zoning Ordinance is hereby amended so that “Convenience Retail Use” shall be a permitted use on the Subject Property.

b. The Convenience Retail Use shall be operated as defined in the Zoning Ordinance: A business that sells pre-packaged food and beverages and/or food and beverages prepared on the premises for consumption on the premises or for take-out together with sundries, household goods, and other convenience goods primarily to residents or occupants of a specific area such as an employment center or residential neighborhood. All activity shall occur within a fully enclosed building with no provisions for drive-thru service and/or the sale of motor fuels.
c. The total number of signs and total area of signage in place when the business was closed in 2012 may be maintained or re-established, but shall not be exceeded.

d. The historic use of the first floor as a neighborhood convenience store was not supported by off-street parking as is required by the Zoning Ordinance. The lack of on-site parking has not changed. The requirement for ten (10) off-street parking spaces set forth in Table 708-2 of the Zoning Ordinance is hereby waived.

III. This Contract Zone Agreement is subject to the following conditions and restrictions, as provided for in Section 1403-5 of the Saco Zoning Ordinance:

a. The Applicant shall adhere to all other applicable provisions of the R-3 zoning district and of the City of Saco Zoning Ordinance.

b. City and Applicant recognize that the plan submitted for contract zone review is representative of the existing and proposed site layout, but may be subject to change as a result of site plan review conducted by the Planning Board. If it is determined that the changes constitute a significant change in the contract, then the developer shall also be required to obtain City Council approval of the change.

c. Upon approval of this contract by the City Council, the Applicants shall submit materials required for site plan review to the Planning Office. Failure of the Applicants to secure site plan approval within one year of the approval of this Contract by the Saco City Council shall render this Contract null and void. In the event that permits or approvals are delayed due to circumstances beyond the control of the Applicants, this one year deadline may be extended by one year upon written request to the City Council.

d. After the initial site plan review with the Planning Board, the modernization and limited expansion of the proposed Convenience Retail Use may occur through a minor site plan review process to assure that the scale and intensity of the activity is appropriate and that the impacts on neighboring properties is minimized.

e. 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 Agreement and the contract zone it creates shall not be assigned or transferred without review and written approval by the City Council, such consent not to be unreasonably withheld.

f. 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.

IV. Pursuant to authority found in 30A 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 March 4, 2014, and the Saco City Council on ______, 2014, the following findings are hereby adopted:

A. The Subject Property, identified as City Tax Map 52, Lot 149, is a parcel of an unusual nature and location for the following reasons:
1. The Subject Property is located in the R-3 zoning district, a high density, single- and multi-family residential zone. When the store closed in 2012, it was recognized as a grandfathered, nonconforming use. A premise of zoning is that nonconforming uses are and should be phased out. However, neighborhood support of Wagner’s Variety and the benefits of a Convenience Retail Use in this location have been substantial for many years.

2. Prior to zoning, a mix of uses often occurred based on demand. In the case of the Subject Property, a convenience store met the needs of the surrounding neighborhood. Zoning often separated such uses from residential neighborhoods. However, current-day thinking is recognizing the value of mixed uses; what worked prior to zoning may be an improvement on the rigid separation of uses required by zoning.

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

Chapter 6, Land Use Goals and Policies
26. There is a number of existing neighborhood convenience stores located throughout the City. These stores provide a valuable service to the community and the neighborhoods in which they are located. The City’s policy is to support the retention and modernization of these stores as long as the scale and intensity of activity is appropriate for the specific location. Currently many of these neighborhood stores are nonconforming uses since they are located in residential zones that do not allow retail sales. In addition, the City’s current nonconforming use provisions preclude the expansion of these buildings.

The City’s land use regulations should be revised to make these existing neighborhood convenience stores a conforming use in the appropriate residential districts. These regulations should allow for the modernization and limited expansion of these facilities through a minor site plan review process to assure that the scale and intensity of the activity is appropriate and that the impacts on neighboring properties is minimized. The regulations should not allow the addition of gasoline sales to an existing neighborhood store.

C. The proposed use is consistent with but not limited to the existing uses and permitted uses within the original zone. The existing zone is the R-3 High Density District, which “...may be developed more intensively than in the R-2 district due to its proximity to the central business area of Saco, the availability of central water and sewer facilities, and the general character of existing land uses.” Allowed uses in the R-3 district include places of worship, adult day care centers, and elder/disability housing facilities, hotels and motels, funeral homes, hospitals and clinics for humans, day care centers, and private clubs. The proposed use is consistent with the character of these and other uses.

D. The conditions proposed are sufficient to meet the intent of Section 1403, Contract Zoning, of the Saco Zoning Ordinance.

V. Based on the above findings, conditions and restrictions, the City Council hereby incorporates this Contract Zoning agreement into the Saco Zoning Ordinance by reference. By signing this contract, all parties agree to abide by the conditions and restrictions contained herein.

Adopted by the Saco City Council on __________, 2014.

by ____________________________ by ____________________________
Richard Michaud Robert Lister
City Administrator Applicant/Owner
C. ZONING ORDINANCE AMENDMENT ARTICLE 5; NONCONFORMING STRUCTURES IN RESOURCE PROTECTION ZONE – (FIRST READING)

While the Maine Department of Environmental Protection (MeDEP) allows expansions of existing dwellings in the Resource Protection (RP) zone of up to 30% of existing floor area or volume, such expansions are not allowed in Saco. This is not due to Shoreland Zoning specific language. Instead, the prohibitive language is a combination of Section 410-15. RP District and Section 503-5. Expansion of Use. Dwellings are not an allowed use in the RP zone (410-15), and Section 503-5 does not allow a nonconforming use to expand “…in area or function”. So, the 152 dwellings in the RP cannot be expanded, though the owners of several dwellings have expressed interest over the years.

Code Enforcement Officer Dick Lambert notes that the 2009 update of shoreland zoning in the Ordinance resulted in an expansion of the RP zone throughout Saco, so more homes are now included in the RP zone. He does not see a 30% expansion as a threat to the resource – nor does the DEP – and such expansions would be relatively easy to track. So, he supports the change, as does Mike Morse, Southern Maine Shoreland Zoning coordinator for the DEP.

The Planning Board considered the suggested amendments in workshop on Dec. 17, 2013, and during a public hearing on Jan. 7, 2014. The Board recommends that the amendments be adopted as proposed.

“Amendments to Sections 503-5 and 504-1 of the Zoning Ordinance, April 7, 2014”

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

503-5. EXPANSION OF USE

1) A nonconforming use, including a nonconforming outdoor use of land, shall not be extended or expanded in area or function; provided, however that a nonconforming use may be extended throughout any part of a building or structure that was lawfully and manifestly designed or arranged for such use as of the effective date of this Ordinance.

2) Expansions of nonconforming uses are prohibited, except that nonconforming residential uses in the Resource Protection district may be expanded under the provisions of Section 504-1(3)e.

Section 504. Nonconforming Structures

504-1.

3) e. A non-conforming structure in the RP zone may be added to or expanded as measured in floor area or volume by up to 30% upon issuance of a permit from the Code Enforcement Office, if such addition or expansion does not increase the non-conformity of the structure and is in accordance with subparagraphs (a) through (c) above.

VII. ADJOURNMENT

Councilor Smith moved, Councilor Roche seconded to adjourn the meeting at 8:35 p.m. The motion passed with unanimous consent. TIME: 8:35 p.m.

Attest: ____________________________
Michele L. Hughes, City Clerk