



City of Caribou, Maine

*Municipal Building
25 High Street
Caribou, ME 04736
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AGENDA Caribou City Council Regular City Council Meeting 6:00 P.M. Monday, April 25, 2016 Caribou City Council Chambers

1. Public Input
2. Declaration of Conflicts of Interest from the City Council regarding any agenda item.
3. Consent Agenda
 - a) License Approvals 2
 - b) March 2016 Financials
4. Ordinance authorizing land transfer 3-4
5. Land Option Agreement with RSU 39 5-15
6. Discontinuance of Kelly Road 16
7. Demolition Bids 17
8. NBRC Grant Resolution 18-20
9. Approval of sale of Tax Acquired Property 21
10. Other Business
11. Executive Session pursuant to 1 MRSA § 405(6)(D) to discuss Labor Negotiations with AFSCME Local 220, Council 93 and Police Department Sergeants.

Upcoming Meeting Dates:

City Council and CEGC Strategic Planning May 2, 2016 at 5pm at the Council Chambers
Regular City Council Meeting May 9, 2016 at 6pm
Regular City Council Meeting June 13, 2016 at 6pm



OFFICE OF THE CITY MANAGER
CARIBOU, MAINE

To: Mayor and Council Members
From: Austin Bless, City Manager
Date: April 25, 2016
Re: License Renewals

Caldwell's Sanitation LLC, City Sanitation, Crown of Maine Sanitation, Gil's Sanitation, McNeal's Trucking, Rossignol Sanitation, and Pine Tree Waste have submitted their applications to be rubbish haulers in Caribou. Staff has reviewed the application and is recommending approval.



OFFICE OF THE CITY MANAGER
CARIBOU, MAINE

To: Mayor and Council Members
From: Austin Bleess, City Manager
Date: April 25, 2016
Re: Ordinance authorizing land transfer

As the new school project progresses one of the steps that will be necessary is to transfer the land that is currently Teague Park and the Pool Land to the RSU. As the Council is aware transferring land requires an ordinance to be approved.

The ordinance was introduced at our last meeting. Tonight the RSU and the Architects will be present to discuss the land transfer with the Council.

We also have to have a public hearing on this topic. After the public hearing tonight, the Council may take action on this.

The Land Option Agreement, the next item on the agenda is directly related to this as well.

Councilor _____ introduced the following ordinance:

Ordinance No. 7, 2016 Series
City of Caribou
County of Aroostook
State of Maine

AN ORDINANCE REGARDING THE SALE OF MUNICIPAL PROPERTY

The City Council of the City of Caribou, County of Aroostook, State of Maine, pursuant to the requirements of the City of Caribou Charter, Section 2.11 (7) does ordain the following:

The City Council of the City of Caribou hereby authorizes the sale of municipally owned property located at Tax Map 34, Lot 84, Lot 82B of the 2015 Tax Maps.

This ordinance, being introduced on _____, 2016 and a public hearing being held on _____, 2016 was duly passed by the City Council of the City of Caribou, Maine, this ____ day of _____ 2016.

Gary Aiken, Mayor

David Martin, Councilor

Shane McDougall, Councilor

Timothy Guerrette, Councilor

Philip J. McDonough II, Councilor

Jody Smith, Councilor

Joan Theriault, Councilor

Attest:

Jayne R. Farrin, City Clerk



OFFICE OF THE CITY MANAGER
CARIBOU, MAINE

To: Mayor and Council Members
From: Austin Bleess, City Manager
Date: April 25, 2016
Re: Land Option Agreement with RSU 39

As part of the land transfer for the school project the attorneys for RSU 39 have drafted the land swap agreement. This agreement is all inclusive of the properties that will switch hands between all parties.

On the next page is a summary of the lands that would be swapped. Following that is the full agreement that is up for discussion tonight.

There are two topics that staff has found that they have raised to the RSU attorneys.

The first item is there is nothing in there about the damages from closing Park Street. The City should require the RSU to waive damages from closing Park Street. If for some reason the house at the corner of Park and Bennett doesn't get acquired by the RSU the City should require the RSU to cover any damages that would be owed to that property owner. This item is being addressed.

The other item that needs to be addressed is with the transfer of land of Hilltop. If the playground land is transferred for economic development we need to figure out what happens to the equipment, which everyone agrees it is still useful, and where it goes. Staff would like to see a park remain in that area of the city. Staff believes something can be worked out in regards to this item.

This agreement is up for discussion tonight. The RSU and their attorney will be present to answer any questions the Council may have.

Land Swaps for New Caribou Elementary School, Replacement Parks, and Economic Development

1. New Caribou Elementary School

Current Owner	Lot Description	Transfer To	Ultimate use or disposition	Comments
City of Caribou	Public Pool , Map 34, Lot 82B	RSU 39	New Caribou Elementary School	RSU 39 completes New School Project
City of Caribou	Teague Park , Map 34, Lot 84	RSU 39; release from current 6(f) boundary	New Caribou Elementary School	City sponsors 6(f) conversion and RSU 39 completes New School Project; NPS must approve 6(f) conversion; no action letter from AG
City of Caribou	Park Street between Bennett Drive and Glenn Street	RSU 39; abandon street	New Caribou Elementary School	City abandons road; RSU 39 completes New School Project
RSU 39	Portion of Teague Park School , Map 34, Lot 82	RSU 39 (no transfer); release from current 6(f) boundary	New Caribou Elementary School	City sponsors 6(f) conversion and RSU 39 demolishes building and completes New School Project; NPS must approve 6(f) conversion; no action letter from AG

2. New Replacement Park at Learning Center Site

Current Owner	Lot Description	Transfer To	Ultimate use or disposition	Comments
RSU 39	Learning Center , Map 34, Lot 83A	City of Caribou; impose new 6(f) boundary	City park use, federally funded	RSU 39 to demolish building; City sponsors 6(f) conversion and RSU 39 demolishes building and completes further parkland improvements; NPS must approve 6(f) conversion; no action letter from AG

3. New Replacement Park at Sincock School and Adjoining Soderberg Lot

Current Owner	Lot Description	Transfer To	Ultimate use or disposition	Comments
RSU 39	Sincock School Map 28, Lot 148	City of Caribou; impose new 6(f) boundary	City park use, federally funded	Soderberg to provide demolition; City sponsors 6(f) conversion and further parkland improvements (dog park; picnic); NPS must approve 6(f) conversion; no action letter from AG
Carl Soderberg (to acquire from Ider Soderberg)	Soderberg Property (behind Sincock) Map 31, Lot 149E	City of Caribou; impose new 6(f) boundary	City park use, federally funded	Soderberg to provide demolition of Sincock School building; City sponsors 6(f) conversion and further parkland improvements (dog park; picnic); NPS must approve 6(f) conversion; no action letter from AG

4. Economic Development and City Ballfields at Hilltop School

Current Owner	Lot Description	Transfer To	Ultimate use or disposition	Comments
RSU 39	Hilltop School , Map 26, Lot 78	City of Caribou; City retains ballfield; balance to Soderberg or affiliate for economic development	City: ballfields Soderberg: economic development (elderly housing units)	RSU 39 transfer to City; City retains ballfields; transfers balance Soderberg or affiliate (RSU 39 cannot convey directly to private party w/o public sale); economic development project with TIF

**CLEAN REVISION For Distribution to Council on April 25, 2015
OPTION AND REAL ESTATE TRANSFER AGREEMENT**

This Option and Real Estate Transfer Agreement by and among **REGIONAL SCHOOL UNIT NO. 39**, a Maine school administrative unit with a mailing address at c/o Office of the Superintendent, 75 Bennett Drive, Suite 3, Caribou, ME 04736 (“RSU 39”), the **CITY OF CARIBOU**, a Maine municipal corporation with a mailing address at c/o City Manager, 25 High Street, Caribou, ME 04736 (the “City”), and **CARL SODERBERG**, an individual with a mailing address at c/o Soderberg Construction Co., 460 York Street, Caribou, Maine 04736 (the “Developer”).

WHEREAS, the State of Maine Department of Education (“DOE”) has placed RSU 39 on the State Priority List for purposes of providing State education subsidy to RSU 39 for qualifying debt service costs of an elementary school project (the “New School Project”); and

WHEREAS, RSU 39, in consultation with DOE, has identified a potential site within the City for the New School Project, consisting of property currently owned by RSU 39, property owned by the City, and a portion of a public road within the City; and

WHEREAS, to receive Site Approval of the New School Project from the Maine State Board of Education (the “State Board”), RSU 39 must acquire right, title, and interest in and to the proposed site of the New School Project; and

WHEREAS, some of the City land and the RSU 39 land comprising the proposed site of the New School Project is subject to certain federal grant development restrictions that require parks to be maintained on that land unless comparable land is converted to park use pursuant to federal regulation (the “6(f) Conversion”); and

WHEREAS, the School has identified sites, currently owned by RSU 39 or by the Developer, which may be used for the 6(f) Conversion and which the City desires to be used for City park purposes subject to that federal restriction; and

WHEREAS, the 6(f) Conversion to the identified sites requires demolition of an existing building and certain park enhancements; and

WHEREAS, the City prefers the New School Project to be situated in the City; and

WHEREAS, the City desires that certain RSU 39 school property, formerly owned by the City and that will no longer be needed for school purposes once RSU 39 constructs the New School Project, be transferred to the City for economic development purposes and City recreational purposes; and

WHEREAS, the Developer seeks a suitable site for the development of a senior housing project;

NOW THEREFORE, the undersigned agree as follows:

1. **City Grant of Option and Condition of Exercise.** For \$1.00 and other good and valuable consideration, City hereby grants to RSU 39 the exclusive right and Option to purchase certain real estate and real estate interests situated in the City of Caribou, Aroostook County, Maine, consisting of the following parcels of land, together with any buildings and improvements thereon (collectively, the “City’s Recreational Property”):
 - a. The Teague Park property, so-called (City Tax Map 34, Lot 84), shown on **Schedule A**, attached hereto, and as more particularly described in the following deeds and proceedings:
 1. Warranty Deed from Anne E. Teague and Dana L. Teague to Inhabitants of the Town of Caribou dated July 1, 1897 and recorded in the Aroostook County Registry of Deeds in Book 163, Page 352;
 2. Deed from Aroostook Trust Company to Inhabitants of the Town of Caribou dated April 1, 1940 and recorded in the Aroostook County Registry of Deeds in Book 486, Page 111; and
 3. Discontinuance proceedings by the City of Caribou of that section of North Street between Bennett Drive and Glenn Street as a public way.
 - b. The Public Pool property, so-called (City Tax Map 34, Lot 82B), shown on **Schedule B**, attached hereto, as more particularly described in the following deed: Quitclaim with Covenant from Aroostook Trust Company to Inhabitants of the Town of Caribou dated April 1, 1940 and recorded in the Aroostook County Registry of Deeds in Book 486, Page 111.

For similar consideration, the City’s grant of option rights to RSU 39 hereunder also includes the exclusive right and Option for RSU 39 to purchase the City’s reversionary rights excepted in a Municipal Quitclaim Deed from the Inhabitants of the Municipality of Caribou to RSU 39 by deed dated March 26, 2012 and recorded in said Registry, Book 5039, Page 332.

It is a condition of the RSU 39’s exercise of its option under this Agreement that the voters of RSU 39 approve at referendum the construction financing of a school construction project at the proposed site of the New School Project in accordance with this Agreement.

1. **City Discontinuance and Release of Park Street.** Upon RSU 39’s exercise of its option to purchase the City’s Recreational Property, the City shall immediately proceed with and diligently prosecute to completion the discontinuance of Park Street between Bennett Drive and Glenn Street, as shown on **Schedule C**, and at the closing, or as soon thereafter as its discontinuance proceeding is complete, the City shall release to RSU 39 by

quitclaim deed all right, title and interest in and to that discontinued portion of Park Street. RSU 39 intends to secure an option agreement on premises of a private owner at the southwest corner of Bennett Drive and Park Avenue. If that option is not secured or exercised, however, RSU 39 will be responsible for that owner's damages, if any, for the discontinuance pursuant to applicable statute.

2.

3. **Teague Park; Cooperation with Park Relocation.** The parties recognize that a portion of the City's Recreational Property, known as "Teague Park," as well as a portion of RSU39's Teague Park School may be subject to certain rights and interests of the Maine Attorney General's office and to certain grant restrictions of the federal government. The parties agree to fully cooperate for RSU 39 to clear title of these rights, interests, and grant restrictions to the reasonable satisfaction of RSU 39 or RSU 39's title insurance company for the New School Project, such that title to the site of the New School Project is good and marketable with respect to these matters, or at RSU 39's election, such that RSU 39's title insurer will insure against actual loss of title by virtue of such matters. Without limitation of the foregoing, this cooperation shall include cooperation with RSU 39 obtaining a "no action" or similar letter from the Maine Attorney General and obtaining National Park Service approval of the terms and conditions of a section 6(f) boundary conversion.

The section 6(f) boundary conversion shall occur as follows:

Location of existing 6(f) boundary: Teague Park property (6.59 acreage and est. land value of \$141,026), and the RSU 39 Teague Park School property (1.31 acres and est. land value of \$45,860).

Location of new 6(f) boundary: the Learning Center property (5.98 acres and est. land value of \$149,250), the Sincock School property (1.17 acres and est. land value of \$30,000), and the Soderberg Property adjoining Sincock School (0.66 acres and est. land value of \$23,000).

RSU 39, through its design team, is responsible to secure the boundary conversion in accordance with federal regulations, including approvals of all applicable federal and/or state government. The City agrees to serve as the project sponsor for that purpose and to execute and deliver such applications and other materials prepared by RSU 39's design team to secure the boundary conversion. RSU 39 is responsible for the improvements required by the federal government at the Learning Center property for approval of the boundary conversion, in addition to RSU 39's obligations under Section 4 of this Agreement. The Developer is responsible for the conveyance and for the demolition and site work described in Section 5 of this Agreement at the Sincock School property and adjoining 0.66 acres, and the City is otherwise responsible for improvements to repurpose that site as a dog park and picnic area in accordance with requirements of the federal government for approval of the boundary conversion. The parties' respective obligations as described above for the boundary conversion and the boundary conversion improvements shall survive the closing.

4. **RSU 39 Real Estate Conveyances and Improvements in Exchange for the City's Recreational Property.** As part of the New School Project, if RSU 39 exercises its option

under this Agreement, RSU 39 for \$1.00 and other good and valuable consideration agrees as follows:

- A. First, RSU 39 shall convey the following real estate to City (collectively, the “Former School Property”):
- i. The Learning Center property, so-called (City Tax Map 34, Lot 83A), shown on **Schedule D**, attached hereto.
 - ii. The Sincok School property, so called (City Tax Map 28, Lot 148), shown on **Schedule E**, attached hereto.
 - iii. The Hilltop School Property, so-called (City Tax Map 26, Lot 78), shown on **Schedule F**, attached hereto.

The said Learning Center property, Sincok School property, and Hilltop School property all being lots with improvements thereon that are more particularly described in a Municipal Quitclaim Deed from Inhabitants of the Municipality of Caribou to Regional School Unit No. 39, dated March 26, 2012 and recorded in the Aroostook County Registry of Deeds in Book 5039, Page 332.

- B. Second, to replace certain existing City park and recreational facilities on the City’s Recreational Property conveyed to RSU 39 with new but otherwise comparable facilities, RSU 39 shall construct:
- i. Four (4) new replacement tennis courts;
 - ii. Two (2) new replacement basketball courts;
 - iii. One (1) new replacement softball field;
 - iv. Lighting for items i.-iii. above, including nine (9) pole outlets
 - v. One (1) new replacement storage building; and
 - vi. One (1) new replacement park building with bathroom and changing rooms, a snack area and a meeting room (collectively, the “Relocated Recreation Facilities”).

RSU 39 shall construct the Relocated Recreation Facilities on the City’s current Recreation Center property, so-called (City Tax Map 34, Lot 83), and on the adjoining Learning Center property (City Tax Map 34, Lot 83A) to be conveyed pursuant to this Agreement.

- C. Third, RSU 39 shall demolish the following buildings to allow repurposing of RSU 39 and City real estate through the New School Project:
- i. The RSU 39 Middle School building on the westerly side of Bennett Drive;
 - ii. The Teague Elementary School building on the westerly side of Bennett Drive; and
 - iii. The Learning Center building on the easterly side of Bennett Drive to be conveyed to City pursuant to this Agreement (collectively, the “Demolition”).

The conveyances described in Section 4.A above shall occur at closing on the City's Recreational Property. RSU 39's obligations with respect to the improvements described in Sections 4.B and 4.C above shall survive the closing, and shall be performed by RSU 39's New School Project contractor and subcontractors.

5. **Developer Conveyance and Demolition.** Subject to the exercise by RSU 39 of its option under section 1 of this Agreement, and in consideration of the premises, Developer agrees to convey to City, and City agrees to accept and acquire, good and marketable title to Developer's lot or parcel of land situated in the City of Caribou, Aroostook County, Maine (City Tax Map 31, Lot 149E), shown on **Schedule G**, attached hereto (the "Soderberg Property"). The closing shall occur at the time and place specified for the closings on the City's Recreational Property and the Former School Property. Developer further agrees, subject to Developer's satisfaction with or waiver of the Feasibility Study Condition described below, immediately after the closing, to promptly undertake and prosecute diligently to completion at Developer's sole expense the demolition of the school building and improvements on the Sincock school property transferred to the City (City Tax Map 28, Lot 148). The developer shall remove and dispose of all construction rubble and materials; regrade; remove stones and glass, add clean fill and add topsoil, all to appropriate depths for children's playground use; prepare the surface, including rototilling; and seed. This obligation shall survive the closing. The work shall be completed within 2 months of the closing. If the Feasibility Study Condition is not satisfied and is not waived, RSU 39 shall be responsible at its sole expense for the demolition and site preparation work on the Sincock school property as described in this Section, but may coordinate the timing of that work with its New School project and any time requirements of the National Park Service section 6(f) conversion approval.

6. **Economic Development.** Subject to the exercise by RSU 39 of its option under section 1 of this Agreement, and upon receiving title to the Hilltop School property from RSU 39, the City, in consideration of \$1.00 and other good and valuable consideration, agrees to convey the Hilltop School property (City Tax Map 26, Lot 78) to the Developer for Developer's proposed senior housing project, excepting and reserving to the City approximately 4 acres containing the existing ball fields on that site. The closing shall occur at the time and place specified for the closings on the City's Recreational Property and on RSU 39's Former School Property (including the closing on the Hilltop School property conveyed by RSU 39 to the City).

The City and Developer agree to cooperate for the development of senior housing units at that site, subject, however, to all required land use and zoning approvals that may be applicable. The parties acknowledge that RSU 39 is currently undertaking a report to estimate asbestos mitigation costs and costs of removal of existing underground storage facilities at the Hilltop School Building (Remediation Work). That report is expected within two (2) weeks. The City and the Developer agree to cooperate for the development of the site for Developer's senior housing project to be supported by a tax increment financing district through a credit enhancement agreement to apply a sufficient portion of the new tax revenues generated by that development to the extent available under applicable law such that the Developer is equitably compensated for the costs incurred for the Remediation Work, including costs of financing.

This agreement shall survive the closing on the portion of the Hilltop School property conveyed by City to the Developer.

Notwithstanding anything to the contrary in this Section, the Developer shall have 60 days following the State Board's issuance of Site Approval to the site of the New School Project (the "Date of Site Approval") to complete a feasibility study by Developer's architectural team of the Hilltop School building and property for Developer's proposed senior housing project. Developer's satisfaction with that study is a condition of Developer's obligation to acquire the Hilltop School Building property, and to perform the demolition and site preparation work under the preceding Section of this Agreement (the "Feasibility Study Condition"). If Developer is not reasonably satisfied with the Feasibility Study, taking into consideration any incentives offered by the City, and so notifies the other parties to this Agreement in writing within 60 days of the Date of Site Approval, then Developer shall have no obligation to acquire the Hilltop School Building property, and no obligation to perform the demolition and site preparation work under the preceding Section of this Agreement. Developer shall, however, perform the Developer's other obligations under this Agreement, including conveyance of title to the Soderberg Property. Developer shall be deemed to waive the Feasibility Study Condition, and that condition shall be deemed satisfied, if Developer has not so notified the other parties in writing within 60 days as provided above.

The parties acknowledge that the Rotary Club had originally intended its donation of playground equipment, installed at Hilltop School, for the New School Project. Accordingly, following the conveyance to the City of the Hilltop School Property, the City or the Developer, as applicable, shall permit RSU 39, at its sole risk and expense, to remove that equipment and relocate it. RSU 39 agrees to relocate that equipment within one (1) year of the conveyance of the Hilltop School property to the City.

7. **Term.** The term of this Option shall commence on the Effective Date and end at 11:59 p.m. on July 1, 2017.

8. **Notice of Exercise.** This Option may be exercised by RSU 39 giving written notice to the City Manager prior to the expiration of the Option term by U. S. mail or overnight delivery service addressed to the City as set forth above, or by fax sent via the fax number maintained by the City Manager for City business, or by email sent via the email address maintained by the City Manager for City business. RSU 39 shall promptly send a copy of this notice to the Developer by U. S. mail or overnight delivery service addressed to the Developer as set forth above, or by fax sent via the fax number maintained by the Developer's construction business, or by email sent to carl@soderbergconstruction.com.

9. **Closing.** Upon exercise of this Option, the closing shall occur at a date, time, and location reasonably specified by RSU 39, given the needs and schedule of the New School Project and the New School Project financing.

Title to property of the City and of RSU 39 subject to this Agreement shall be conveyed at closing by quitclaim deed, in each case subject to all matters of record as of the Effective Date,

and none others. Developer shall convey good and marketable title to the **Schedule G** property by warranty deed, subject only to such utility easements and other matters of record that do not materially interfere or conflict with the intended use thereof for 6(f) conversion property and park purposes. Real estate taxes on each conveyance shall be pro-rated between the parties, to the extent applicable. Upon request of a party for purposes of title insurance, each party shall execute and deliver an affidavit/indemnity agreement at closing that there are no parties in possession of its real estate to be conveyed, and no person entitles to a statutory lien. Prior to closing, if a party notifies another of a title defect, the party notified shall use best efforts to remove the defect and shall have 30 days to do so, or such greater period as the notifying party may in writing permit.

10. **Default.** In the event of default by any party to this agreement, the other parties shall be entitled to all remedies at law or in equity, including specific performance.

11. **Inspections.** RSU 39 shall have reasonable access to the City's Recreational Property to conduct such surveys, tests, and inspections as it may deem necessary during the Option term or after exercise of the Option. RSU 39 shall provide reasonable notice to City, shall enter at its sole risk and shall restore the City's Recreational Property substantially to its prior condition.

12. **Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of the parties hereto and their personal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Option Agreement as of the day and year first above stated.

WITNESS:

CITY OF CARIBOU

By: _____
Its: _____
Print Name _____

WITNESS:

REGIONAL SCHOOL UNIT NO. 39

By: Timothy Doak
Its: Superintendent of Schools

WITNESS:

Carl Soderberg

STATE OF MAINE
AROOSTOOK, SS.

_____, 20____

Personally appeared before me the above-named _____,
_____ of said CITY OF CARIBOU, and acknowledged the foregoing
instrument to be his/her free act and deed in said capacity and the free act and deed of said City.

NOTARY PUBLIC

Print Notary Name

My Commission Expires: _____

STATE OF MAINE
AROOSTOOK, SS.

_____, 20____

Personally appeared before me the above-named Timothy Doak, Superintendent of Schools of said REGIONAL SCHOOL UNIT NO. 39, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said Regional School Unit.

NOTARY PUBLIC

Print Notary Name

My Commission Expires: _____

STATE OF MAINE
AROOSTOOK, SS.

_____, 20____

Personally appeared before me the above-named CARL SODERBERG and acknowledged the foregoing instrument to be his free act and deed.

NOTARY PUBLIC

Print Notary Name

My Commission Expires: _____



OFFICE OF THE CITY MANAGER
CARIBOU, MAINE

To: Mayor and Council Members
From: Austin Bleess, City Manager
Date: April 25, 2016
Re: Discontinuance of Kelly Road

We have gone out to RFP for Appraisal Services for this project to help us determine what the damages will be. We have received the following RFPs back for the appraisal portion of the project.

Bucklin Appraisal LLC	\$14,250
Scott Appraisal Services Inc	\$9,250

These prices are sustainably higher than what staff anticipated them to come in at. Given the fact that damages would likely have to be paid to the abutting land owners the total project costs outweigh the immediate benefits of discontinuing the road.

Staff recommends that we do not move forward with this project.



OFFICE OF THE CITY MANAGER
CARIBOU, MAINE

To: Mayor and Council Members
From: Austin Bleess, City Manager
Date: April 25, 2016
Re: Demolition Bids

We have gone out for bids on the demolition of 16 Sincock Street and 11 Lower Washington Street. For both projects we will be billed separately for disposal fees at Tri-Community Landfill. I'm estimating those costs to be about \$4,000 per property.

16 Sincock Street was declared dangerous and ordered to be removed by the City Council last summer. This house had severe damage due to a fire. The owner has not complied with the order. He has not made any attempt to contact the City about this either. The costs of this project will be assessed to the property.

The bids for this demolition came back as follows:

Bidder	Amount
Masse Earthworks LLC	\$ 7,733.00
MJ Ouellette & Daughters Inc	\$ 8,000.00
Ed Pelletier & Sons Co	\$ 8,435.00
Soderberg Company Inc	\$ 11,500.00
McGillan Inc	\$ 12,200.00
Dick St. Peter Conhstruction	\$ 16,500.00

11 Lower Washington Street was tax acquired by the City in 2014. The home and garage on this site certainly meet the definition of slum and blight. The costs of this project will be paid for out of the Tax Acquired Property Remediation Reserve (G 1-373-07). Currently that fund has a balance of \$45,407.

The bids for this demolition came back as follows:

Bidder	Amount
Masse Earthworks LLC	\$ 7,280.00
MJ Ouellette & Daughters Inc	\$ 8,000.00
Ed Pelletier & Sons Co	\$ 8,995.00
Soderberg Company Inc	\$ 9,500.00
McGillan Inc	\$ 18,200.00
Dick St. Peter Conhstruction	\$ 13,900.00

Staff is recommending Council approve the low bid for both projects.



OFFICE OF THE CITY MANAGER
CARIBOU, MAINE

To: Mayor and Council Members
From: Austin Bleess, City Manager
Date: April 25, 2016
Re: NBRC Grant Application Resolution

We are working on a grant application to the Northern Border Regional Commission to construct a 4 Bay T-Hangar at the airport.

The total project costs for this is estimated at \$415,000. The NBRC Grant would be for \$250,000. As this is an airport project the state would pay 5% of the total cost which is \$20,750. The remaining \$144,250 would be paid by the FAA with our entitlement funds.

This project had been tentatively planned for 2018, but if we are successful with this grant application we could do it ahead of schedule.

This project will also have a positive economic impact. We have been in conversations with an aviation company that has interested in expanding into Aroostook County and to offer flight instruction and aircraft rentals. This would create jobs here in Aroostook County.

Having more airplanes based here in Caribou also means there would be more work available for Fresh Air which does aircraft maintenance here in Caribou.

This hangar will also help us to increase our tourism opportunities. There are a large number of people that come to Northern Maine to snowmobile, hunt, and fish. Having an indoor place for them to park their aircraft on the short term would lead to more of these tourists coming to Caribou and Northern Maine.

As part of the application process we need the Council to approve the resolution on the following page.

Resolution 2016-1
RESOLUTION OF SUPPORT FOR THE CITY OF CARIBOU APPLICATION TO THE
NORTHERN BORDER REGIONAL COMMISSION FISCAL YEAR 2016 FEDERAL
GRANT PROGRAM

WHEREAS, the City of Caribou wishes to apply to the Northern Border Regional Commission for a Grant to improve our transportation infrastructure, business development, and promote resource conservation, tourism, recreation, and preservation of open spaces in a manner consistent with our economic development goals, and

WHEREAS, the City of Caribou is has aligned its economic development strategy with the State of Maine and the Comprehensive Economic Development Strategy for Northern Maine, and

WHEREAS, the City of Caribou recognizes the importance of Tourism in the role of our local economy, and

WHEREAS, this Grant Project would develop transportation infrastructure at our municipal airport, and

WHEREAS, better transportation infrastructure at our municipal airport would increase business development opportunities related to the aviation industry, and

WHEREAS, the City of Caribou is dedicated to increasing economic opportunities through tourism and sustainable recreation, and

WHEREAS, the City of Caribou has held several community visioning sessions where increasing business development and tourism opportunities here in Caribou should be pursued,

NOW THEREFORE BE IT RESOLVED THAT: The City Council of the City of Caribou does hereby support the City's application to the Northern Border Regional Commission Fiscal Year 2016 Federal Grant Program for the purpose of Transportation Infrastructure, Business and Workforce Development and Resource Conservation, Tourism, and Recreation in a sustainable manner, in the amount of \$250,000 with a match of 40% or \$165,000.

BE IT FURTHER RESOLVED THAT: The City Council of the City of Caribou hereby approves the City Manager to make and sign a pre-application to the Northern Border Regional Commission, and authorizes the City Manager to sign any NBRC grant documents to bind the City of Caribou to grant requirements.

This resolution was duly passed by the City Council of the City of Caribou, Maine, this 25th day of April 2016.

Gary Aiken, Mayor

David Martin, Councilor

Shane McDougall, Councilor

Timothy Guerrette, Councilor

Philip J. McDonough II, Councilor

Jody Smith, Councilor

Joan Theriault, Councilor

Attest:

Kalen Hill, Deputy City Clerk



OFFICE OF THE CITY MANAGER
CARIBOU, MAINE

To: Mayor and Council Members
From: Austin Bless, City Manager
Date: April 25, 2016
Re: Approval of Sale of Tax Acquired Property

We have received an offer from Robert Lapointe for the property at Map 19, Lot 22-A, which is on the Plante Road, in the amount of \$3,000. This was the minimum bid amount when we put it out for bid last time. We did not receive any bids on it.

As per the Tax Acquired Property Policy we can sell the property to someone who offers to pay the minimum bid amount.

If the Council wishes to sell this property we will need a motion to do so.