

**CITY COUNCIL SPECIAL MEETING NOTICE AND AGENDA**

Notice is hereby given that the City Council of Caribou will hold a City Council Meeting on **Tuesday, May 25, 2021**, in the Council Chambers located at 25 High Street, **6:00 pm**.



**DUE TO SPACE LIMITATIONS AND IN ACCORDANCE WITH THE GOVERNORS LATEST EXECUTIVE ORDERS, THIS MEETING LOCATION WILL BE CLOSED TO THE PUBLIC. THE MEETING WILL BE BROADCAST ON CABLE CHANNEL 1301 AND THE CITY'S YOUTUBE CHANNEL.**

- 1. Roll Call**
- 2. Invocation/Inspirational Thought**
- 3. Pledge of Allegiance**
- 4. Public Forum (PUBLIC COMMENTS SUBMITTED TO THE CITY CLERK PRIOR TO 4:30PM ON THE MEETING DATE WILL BE SHARED WITH THE COUNCIL DURING PUBLIC FORUM. Email [dbrissette@cariboumaine.org](mailto:dbrissette@cariboumaine.org))**
- 5. New Business, Ordinances and Resolutions**
  - a. Introduction of Ordinance No. 11, 2021 Series, Amending Campground Standards
  - b. Introduction of Ordinance No. 12, 2021 Series, Rezoning 1.3 acres from I-2 to C-2 at 14 Evergreen Pkwy
  - c. Approval of a Temporary Employment Contract for an Interim City Manager.
- 6. Old Business**
  - a. Discussion and Possible Action Regarding Collective Bargaining Agreement with Caribou Professional Firefighters, IAFF Local 5191
  - b. Discussion and Possible Action Regarding Collective Bargaining Agreement with Local 220, Council No. 93, American Federation of State County and Municipal Employees, AFL-CIO
- 7. Reports and Discussion by Mayor and Council Members**
- 8. Executive Session(s)** (May be called to discuss matters identified under Maine Revised Statutes, Title 1, §405.6)
  - a. Personnel items under §405.6.A.
- 9. Next Regular Meetings:** June 14, June 28
- 10. Adjournment**

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Pgs 7-9
Pgs 10-13

If you are planning to attend this Public Meeting and due to a disability, need assistance in understanding or participating in the meeting, please notify the City ten or more hours in advance and we will, within reason, provide what assistance may be required.

**Certificate of Mailing/Posting**

The undersigned duly appointed City official for the municipality of Caribou City hereby certifies that a copy of the foregoing Notice and Agenda was posted at City Offices and on-line in accordance with City noticing procedures.

BY: \_\_\_\_\_ Danielle Brissette, City Clerk

Introduced by Councilor \_\_\_\_\_  
On \_\_\_\_\_, \_\_\_\_\_ 2021

**ORDINANCE No. 11, 2021 Series**

**City of Caribou  
County of Aroostook  
State of Maine**

**An Ordinance Amending Campground Development Standards**

Short Title: Campground Amendments

**WHEREAS**, the City of Caribou is a Local Unit of Government under the State of Maine and is granted home rule authority under Maine Revised Statutes, Title 30-A, §3001; and

**WHEREAS**, the City of Caribou has adopted Title 13, Land Use Ordinances as part of its ordinances and regulations, which outline land use laws and zoning regulations; and

**WHEREAS**, a request has been made to amend Title 13, Land Use Ordinances to facilitate the more beneficial use of land and properties for economic advancement within the community; and

**WHEREAS**, the City Planning Board conducted a public hearing on May 13, 2021 to receive comment on the proposal, which hearing was preceded by the notification of affected land owners and the general public in accordance with city notification procedures, and

**WHEREAS**, the City Planning Board has forwarded a positive recommendation to the City Council for the proposed Title 13 revisions.

**NOW THEREFORE**, 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, does ordain the following:

**Section I. Title 13 Revisions**

Section 13-700 paragraph 6. Campground and/or Recreational Vehicle Park standards is amended as follows: (underlined text is added, stricken text is deleted)

A campground and/or recreational vehicle (RV) park shall conform to the minimum requirements imposed under State licensing procedures of (10-144A CMR 205) "Tent and Recreational Vehicle Parks..." and the following (in case of possible conflict, the stricter rule shall apply). For the purposes of this Section "RV" shall include: travel RV, pick-up coach, motor home, camping trailer, dependent RV, and self-contained RV.

A. General.

1. A campground and/or RV park shall have no less than four (4) acres in the R-2 District no less than ten (10) acres in the R-3 District. ~~of land and a~~ All campground and/or RV park sites (sites)

or structures shall be located at least 100 feet from any property line and 200 feet from any residence, exclusive of the residence belonging to the owner.

2. Sites shall be laid out and screened in such a manner that none are within view from public roads, ~~navigable rivers~~, or existing residence. Any combination of evergreen planting, landscaped earthen berms, or solid fencing may be used to achieve this screening standards, when sites would otherwise be visible from the locations described above.
3. No trailers or mobile homes, other than RVs, shall be permitted within any campground and/or RV park, temporarily or otherwise. No RVs shall be stored or exhibited for sale within the campground and/or RV park. Permanent or long-term dwellings or shelter devices are specifically prohibited.
4. Tent sites and RV sites shall be laid out so that the density of each developed acre of land shall not exceed the standards below (in terms of sites per acre of land, excluding circulation roads). Land supporting wetland vegetation, and land below the normal high-water line of a water body shall not be included in calculating land area per site.

	Non-Shoreland	Shoreland Areas
Tent Sites	14 per acre	8 per acre
RV and Travel Trailer Sites	11 per acre	7 per acre

5. The minimum frontage of a tent site or RV site along any shoreline of a waterbody shall be 100 feet. The minimum setback from the normal high-water line shall be 100 feet for all tent sites or RV sites, other vehicles, and temporary or permanent structures.
6. ~~No Use of tent sites or RV sites shall be located within a Resource Protections District or within the 100-year floodplain shall be prohibited between March 1 and May 31 and during seasonal flooding events.~~
7. Recreation Vehicles Located within Zones A1-30, as indicated on the National Flood Insurance Program Rate Maps (FIRM) shall either:
  - a. Be on the site for fewer than 180 consecutive days,
  - b. Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions; or
  - c. Meet the permit requirements of elevation and anchoring requirements for “manufactured home” in Flood Hazard Area regulations 13-606.H. a & b.

B. Parking and Circulation.

1. A minimum of three hundred (300) square feet of off-street parking plus maneuvering space shall be provided for each tent site or RV site. RVs shall be parked in spaces so that:

- a. There shall be a minimum of 50 feet between vehicles; and
  - b. There shall be a minimum of 75 feet between all RVs and tents, and all public rights-of-way located inside the boundaries of the campground.
2. Vehicular access shall be provided onto a hard-surfaced adequate for the volume and type of traffic likely to be generated. Grades and sight distances specified in the Road Design and Construction Standards, within these Ordinances, shall be observed in designing all intersections. Roads shall be constructed of at least 12" of bank run gravel (no stone larger than 4"), 2" of crushed gravel (1/2" chips) and two (2) applications of liquid asphalt (1/2 gallon per sq. yd. each application). The minimum width of roadways shall be twelve (12) feet for one-way roads and twenty-two (22) feet for two-way roads. No vehicle parking shall be permitted on the roadway.
  3. Standards for the construction of roads and/or driveways and drainage systems, culverts and other related features applicable in the Shoreland Zone can be found in Sec. 13-500 Shoreland Zoning Ordinance. 15. Land Use Standards H. Roads and Driveways.

C. Health and Safety.

1. Each tent site or RV site shall be provided with a picnic table and trash receptacle. The park management shall dispose of refuse from said containers by transporting the refuse in a closed truck or in enclosed containers or bags to an approved disposal area at least once every three (3) days.
2. A campground and/or RV park shall provide water and sewerage disposal systems, sanitary facilities, and convenience facilities in accordance with the regulations of 10-144A CMR 205 and the "State of Maine Subsurface Wastewater Disposal Rules". All RV sites shall be equipped with water and sewage hook-ups, and connected to approved distribution or disposal systems.
3. Fire extinguishers capable of dealing with electrical and wood fires shall be kept in all service buildings. A suitable ingress and egress shall be provided so that the campground or RV park may be readily serviced in emergency situations. 24-hour emergency communication service (e.g. telephones) shall be provided.

D. Planning and Review.

1. Roads, parking, sites, and required facilities shall be planned in accordance with the basic principles outlined below and shall be shown on the proposed plan which is submitted for review and approval.
  - a. A logical sequence of entry and circulation should be created: entrance, administration, storage, parking, sites, toilets, laundry, playing fields, or shoreline.

- b. Sites should be clustered in groups according to intensity of use (low density, medium density, etc.) and also related to common support service areas (laundries, play areas, etc.) serving a number of site clusters. The purpose is to minimize road length, increase accessibility, and preserve open space.
  - c. Footpaths and roads should follow "desired lines" of pedestrian and vehicular movement between sites and all jointly used facilities. Parking areas may be grassed, reinforced with open concrete blocks.
  - d. Access roads shall be laid out as loops to the greatest extent practicable, although "cul-de-sacs" or "deadends" may be allowed to serve up to twenty (20) campsites.
2. A soil erosion and sedimentation control plan approved by the County Soil and Water Conservation District shall be submitted. In addition to data on soils, slopes, and drainage, a vegetation map showing the following items may be required:
- a. The major types of vegetation should be identified and described (as to age, height, openness or density, and pattern, either natural or reforested).
  - b. New planting should be selected to provide screening and shelter, to tolerate existing and proposed site conditions, and ~~to~~ blending compatibly with existing natural vegetation.
  - c. All vegetative clearing should avoid creating straight line edges between open land and surviving stands.
  - d. Areas of activity and/or traffic should be sited to avoid wildlife areas (such as thickets for birds and small mammals, or deer yards and trails).

## **Section II. Severability**

If any part of this ordinance or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance or the application thereof to other persons and circumstances, but shall be confined to its operation to the section, subdivision, sentence or part of the section and the persons and circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the City Council that this section would have been adopted if such invalid section, provisions, subdivision, sentence or part of a section or application had not been included.

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**Section III. Posting and Effective Date**

This ordinance, being introduced on \_\_\_\_\_, 2021 and a public hearing being held on \_\_\_\_\_, 2021 was duly passed by the City Council of the City of Caribou, Maine, this \_\_\_\_\_ day of \_\_\_\_\_ 2021. This ordinance shall become effective 14 days after adoption by the Council.

\_\_\_\_\_  
Jody Smith, Mayor

\_\_\_\_\_  
Thomas Ayer, Deputy Mayor

\_\_\_\_\_  
Courtney Boma, Councilor

\_\_\_\_\_  
R. Mark Goughan, Councilor

\_\_\_\_\_  
Doug Morrell, Councilor

\_\_\_\_\_  
Joan Theriault, Councilor

\_\_\_\_\_  
Lou Willey, Councilor

Attest: \_\_\_\_\_  
Danielle Brissette, City Clerk

Ordinance Introduced by Councilor \_\_\_\_\_  
on \_\_\_\_\_, 2021

**Ordinance No. 12, 2021 Series  
City of Caribou  
County of Aroostook  
State of Maine**

**AN ORDINANCE AMENDING CHAPTER 13, SECTION 13-202, ZONING MAP**

Short Title: Evergreen Zoning Map Amendment.

**WHEREAS**, the City of Caribou is a Local Unit of Government under the State of Maine and is granted home rule authority under Maine Revised Statutes, Title 30-A, §3001; and

**WHEREAS**, the City of Caribou has adopted Chapter 13, Land Use Ordinances as part of its ordinances and regulations, which outline land use laws and zoning regulations; and

**WHEREAS**, a request has been made to amend the official zoning map in order to facilitate the more beneficial use of land and properties for economic advancement within the community; and

**WHEREAS**, the City Planning Board conducted a public hearing on May 13, 2021 to receive comment on the proposal, which hearing was preceded by the notification of affected land owners and the general public in accordance with city notification procedures, and

**WHEREAS**, the City Planning Board has forwarded a positive recommendation to the City Council for the proposed rezoning.

**NOW THEREFORE**, 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, does ordain the following:

**Section I. Zoning Map Amendment**

The Official Zoning map is hereby amended as illustrated on the attached Exhibit A and city staff are directed to make the appropriate changes and filings in accordance with Title 13 codes.

**Section II. Severability**

If any part of this ordinance or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance or the application thereof to other persons and circumstances, but shall be confined to its operation to the section, subdivision, sentence or part of the section and the persons and circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the City Council that this section would have been adopted if such invalid section, provisions, subdivision, sentence or part of a section or application had not been included.

**Section III. Posting and Effective Date**

This ordinance, being introduced on May 25, 2021 and a public hearing being held on June 14, 2021 was duly passed by the City Council of the City of Caribou, Maine, this \_\_\_\_ day of \_\_\_\_\_ 2021. This ordinance shall become effective 14 days after adoption by the Council.

\_\_\_\_\_  
Jody Smith, Mayor

\_\_\_\_\_  
Thomas Ayer, Deputy Mayor

\_\_\_\_\_  
Courtney Boma, Councilor

\_\_\_\_\_  
R. Mark Goughan, Councilor

\_\_\_\_\_  
Doug Morrell, Councilor

\_\_\_\_\_  
Joan Theriault, Councilor

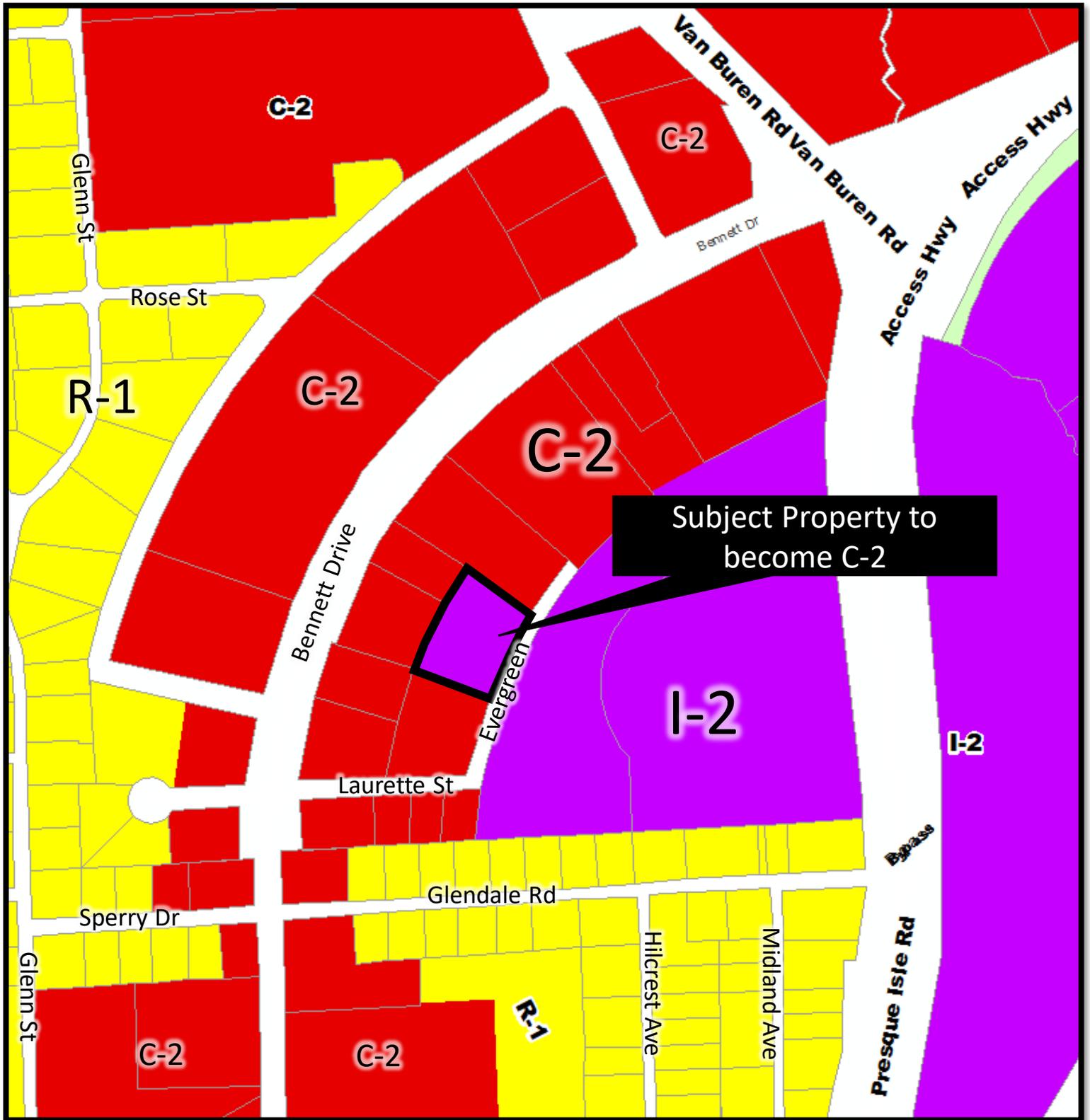
\_\_\_\_\_  
Louella Willey, Councilor

Attest:

\_\_\_\_\_  
Danielle Brissette, City Clerk

Exhibit A

Rezoning of 14 Evergreen Pkwy from I-2 to C-2



CITY OF CARIBOU  
TEMPORARY EMPLOYMENT AGREEMENT  
INTERIM CITY MANAGER

Temporary Employment Agreement (“Agreement”) for the position of Interim City Manager is entered between the City of Caribou, a municipal body corporation and politic, duly organized and existing under the laws of the State of Maine (herein referred to as “City”) and \_\_\_\_\_ hereinafter referred to as the “Interim City Manager”, (collectively the “Parties”).

WHEREAS, the City Manager, Dennis Marker, announced his resignation; and

WHEREAS, the City is in need of the services of an Interim City Manager until a replacement for Mr. Marker is found; and

WHEREAS, the City Charter empowers the City Council to appoint a City Manager of the City; and

WHEREAS, the Caribou City Council desires to retain the services of \_\_\_\_\_ as Interim City Manager upon the terms set forth herein; and

WHEREAS, \_\_\_\_\_ desires and agrees to serve in the position of Interim City Manager of the City of Caribou under the terms set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE TO BE BOUND AS FOLLOWS:

Section 1. Appointment

The Caribou City Council appoints \_\_\_\_\_ as Interim City Manager of the City, subject to the terms and conditions set forth in this Agreement.

Section 2. Responsibilities of the Interim City Manager, Compliance with Other Laws

The Interim City Manager shall serve on an interim and temporary basis in the position of City Manager. The Interim City Manager shall serve under the oversight, supervision and direction of the City Council and faithfully perform, follow and comply with all responsibilities and duties of the City Manager as set forth in the City of Caribou Charter, the City of Caribou Ordinances, the City Manager Job Description (addendum A to this agreement), and all applicable State and Federal laws.

Section 3. Hours of Office

Except as otherwise pre-arranged with the Council or to address City or personal emergencies during off hours, the Interim City Manager shall be available, is expected to be present and agrees to be present at the City Office, other City operated places or other places where there is the need

to conduct official City business during the regular business week consisting of Monday through Friday during at least the hours 8:30 AM to 4:30 PM. The Interim City Manager will notify the City Council in advance of the need or requests for any changes in the above-described schedule and agrees to seek pre-approval from the Council for any amendments in this schedule as may be necessitated by the personal needs of the Interim City Manager. Changes to the schedule will be approved so as to ensure that the business of the City will continue to be addressed punctually and professionally. The City Council and Interim City Manager also recognize and agree that the position of Interim City Manager will require, in addition to the normal office hours described above, that the Interim City Manager will need to regularly attend evening meetings (especially Council meetings) and meetings on weekends when the attendance of the Interim City Manager is requested by the Council, is customary or otherwise made necessary in the conduct of City business. The Interim City Manager will also be available during non-office hours and days to support reasonable City day-to-day operations when doing so is not possible during the regular business week and hours (support may be done remotely if being on site is not necessary). In addition, the Interim City Manager will be available for any City emergencies that may arise during non-office hours and days to support City operations when the Interim City Manager is needed to assess an emergency and to make any applicable decisions (support may be done remotely if being on site is not necessary).

### Section 3. Term

The position of Interim City Manager is a temporary position of employment with the City of Caribou for up to four months. This Agreement shall commence July 1, 2021, and shall continue until November 1, 2021 or earlier if terminated based on the following:

- a. A permanent City Manager is hired in which case, the City will work with the Interim City Manager to allow for a reasonable transition plan based on the needs of the new City Manager and the City, in consultation with the Interim City Manager;
- b. The City terminates the Interim City Manager for cause, after notice and due process in accordance with the City Charter and state and federal law; or
- c. The Interim City Manager resigns in which case he should provide the City with at least thirty (30) days' notice, absent extenuating circumstances in which case he shall notify the City as soon as practicable.
- d. If at any point it becomes evident that the Interim City Manager is unable to continue to perform the duties of the City Manager, the Interim City Manager will be permitted to return to his/her regular position within the City.

### Section 4. Consideration

Compensation for services to be rendered by the Interim City Manager shall be \$800 per week paid weekly on a pay period basis. The City shall be responsible to withhold any and all income taxes, FICA, withholding, unemployment insurance, or other taxes as may be due and owed or as are elected to be withheld by the Interim City Manager to any governmental entity as a result of

this Agreement. The Interim City Manager shall continue to receive or be enrolled in, his/her existing City benefits.

Section 5. Insurance and Indemnification

The City shall provide the Interim City Manager with Public Official Liability Insurance and any Bond required of the Interim City Manager, or any other position filled by the Interim City Manager subject to the provisions of State Statute, City Charter and City Ordinance. In addition to the compensation and reimbursement terms set forth above, the City agrees to defend and indemnify the Interim City Manager in connection with any claims or actions brought against the Interim City Manager while serving in the position of Interim City Manager and performing the duties associated with the position of Interim City Manager. Insurance coverage and indemnification hereunder is provided without waiver of the limits or immunities under the Maine Tort Claims Act and shall also be limited in the amounts as established and covered by the City's insurance policies or as otherwise established under the Maine Tort Claims Act.

Section 7. Expenses

The Interim City Manager shall be entitled to travel and expense reimbursements in accordance with the City adopted personnel policies.

Section 8. Severability

The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision hereof and this Agreement shall remain in full force and effect except as to such invalid provision.

Section 9. Entire Agreement

This Agreement constitutes the entire agreement between the parties and any representations, statements, promises or understandings not expressly contained herein shall be of no force or effect.

[SIGNATURE PAGE FOLLOWS]

THE CITY OF CARIBOU:

Approved and adopted by the Caribou City Council, this \_\_\_\_ day of May 2021.

_____	_____
_____	_____
_____	_____
_____	_____

ATTEST: \_\_\_\_\_

INTERIM CITY MANAGER:

Executed this \_\_\_\_ day of May 2021.

\_\_\_\_\_

WITNESS: \_\_\_\_\_