



# THE CITY OF AUGUSTA

DAVID M. ROLLINS, MAYOR

CITY COUNCIL

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CITY MANAGER

## INFORMATIONAL MEETING AGENDA

JUNE 9, 2016

CITY HALL (COUNCIL CHAMBERS)

**6:30 P.M.**

**A. Items for discussion submitted by the City Council and/or the City Manager:**

1. Possible Rezoning of Civic Center Drive -- City Manager
2. Grounds Maintenance for Airport – City Manager
3. Disposition of City Property at Lithgow Library – City Manager
4. Kids Food Pantry Update – Councilor Grant

**B. Persons wishing to address the City Council who have submitted a formal request in accordance with Section 2-61 of the Code of Ordinances:**

**C. Open comment period for any persons wishing to address the City Council.**

**City of Augusta, Maine**  
DEPARTMENT OF DEVELOPMENT SERVICES

AUGUSTA STATE AIRPORT  
CODE ENFORCEMENT  
ECONOMIC DEVELOPMENT



ENGINEERING  
FACILITIES & SYSTEMS  
PLANNING

**MEMORANDUM**

**TO:** City Council  
**FROM:** Matthew Nazar, Director of Development Services  
**DATE:** May 9, 2016  
**RE:** MJH LLC - General Rezoning

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At their April meeting the Planning Board unanimously voted to rezone a portion of Tax Map 9, Lot 62. This is a big piece of property on the uphill side of Civic Center Drive at the intersection of Bond Brook Road. The portion of the property being requested for rezoning is the area that was recently logged, and is the only part of the property that is potentially developable. The remainder of the property is the hillside along Mt. Vernon Ave near the intersection of Bond Brook Road, which is too steep for any possible development and not proposed for rezoning.

The applicant has requested that the land be rezoned to the Civic Center District (CD), which is the same district that the MarketPlace and Civic Center are located in and the same district that extends all the way to the newly constructed ConnectED Credit Union, which is directly adjacent to the rezoning request. If this rezoning were to pass, all of this end of Civic Center Drive would be in the CD zoning District. There was no indication of a proposed use. The applicant is looking for the rezoning to improve his ability to market the property.

**SUMMARY OF REQUEST**

**Request:** General rezone for a portion of a lot to Civic Center District (CD).  
**Owners:** MJH LLC  
**Applicant:** MJH LLC  
**Location:** Civic Center Drive, across from the Bond Brook Road intersection  
**Zoning:** Rural River District (RR)  
**Tax Map Number:** Tax Map 9 Lot 62 (portion)

**Existing Land Uses:** Vacant

**Proposed Rezoning:** Civic Center District (CD)

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**1. Consistency with the 2007 Comprehensive Plan**

The proposal is in the northern subdistrict of the Economic Growth area described in the 2007 Comprehensive Plan. The Future Land Use map notes the area as within the Economic Growth Area, however the Future Land Use Detail map notes the area as Rural, sandwiched between two Commercial areas.

**2. Consistency with Established Land Use Patterns**

Civic Center Drive is a growth area in the City of Augusta, with new development in the area and at the adjacent property, for Connected Credit Union. Development in this area will create a closer link with commercial properties on Mount Vernon Avenue.

**3. Creation of an Isolated District Unrelated to Adjacent Districts**

The boundary line for the Civic Center District (CD) would move to the south to abut the existing Resource Development District (RD) boundary. The Rural River District (RR) boundary currently crosses Civic Center Drive, extending into a portion of Map 9 Lot 62. The majority of the Rural River District is on the opposite side of Civic Center Drive, adjacent to Bond Brook. The proposed rezoning will not isolate any unrelated districts and will reduce restrictions for development along Civic Center Drive. The proposed rezoning creates a cleaner boundary using Civic Center Drive as a new zone boundary.

**4. Potential Impact on Utilities, Roads, and Services**

The rezoning will allow more intensive use on the property, which is currently vacant. Development of the lots will have an impact on utilities, roads and services; however, electricity, water and sewer service exist on the property. A proposed driveway connection on Civic Center Drive will require MDOT review. The extent of impacts is undetermined at this time as there is not a specific development proposal.

## **5. Changed or Changing Neighborhood Conditions**

Development along Civic Center Drive, an arterial in the City, has increased in recent years. The rezoning request will create more of a link between development on Civic Center Drive and Mount Vernon Avenue.

### **Text of Proposed Amendment**

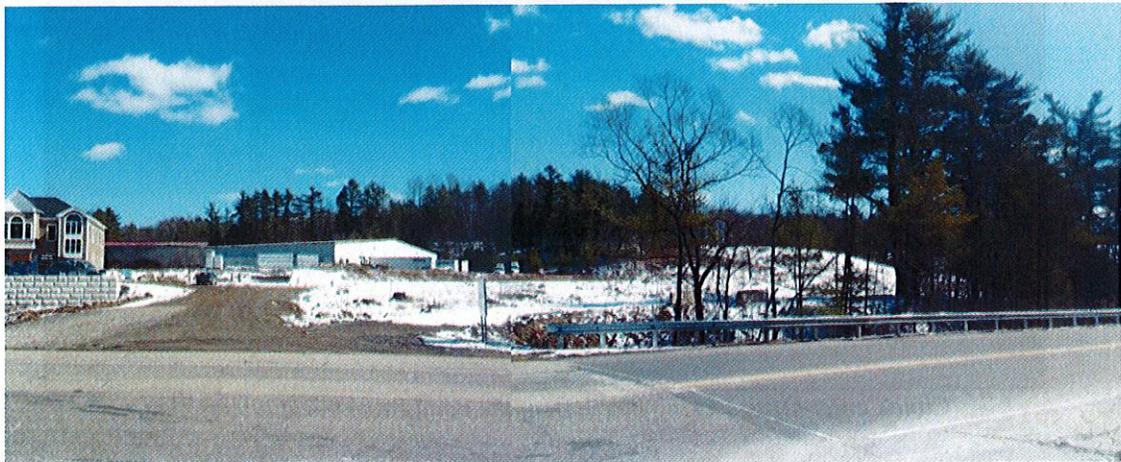
A portion of the lot known as Assessor's Map 9 Lot 62, shown on *Rezoning Plan for MJH LLC* by ES Coffin Engineering & Surveying dated March 4, 2016, zoned Rural River District (RR) shall be rezoned in accordance with Section 300-106.B.(d)[1] of the Augusta Land Use Ordinance. The new zone shall be Civic Center District (CD).



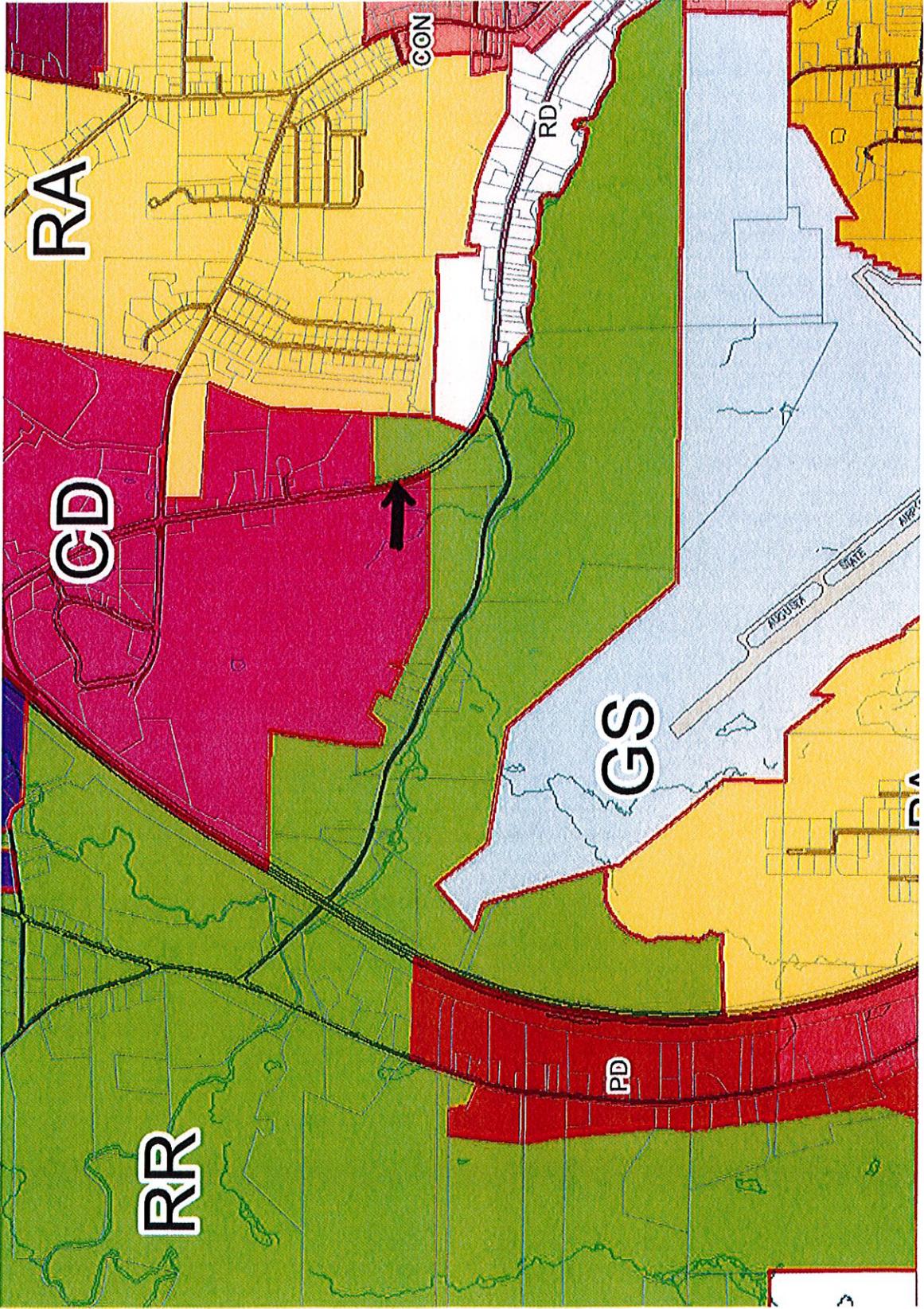
*Civic Center Drive looking North from the Bond Brook Road intersection.*



*Civic Center Drive looking South from the University Drive intersection.*



*Looking East from University Drive intersection across Civic Center Drive*





## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2016, by and between the State of Maine, acting by and through its Department of Transportation with a principal office at 16 State House Station, Augusta, ME 04333-0016 (“MaineDOT”) and the City of Augusta with a principal office at 16 Cony Street, Augusta, ME 04330 (the “City”).

### I. RECITALS

1. The City of Augusta, a municipal corporation with a principal office at 16 Cony Street, Augusta, ME (the “City”) owns and operates the Mt Hope Cemetery (the “Cemetery”). The Cemetery has approximately 1.0 acre of trees and a few individual trees that penetrate the Runway 26 approach and the Runway 8-26 transitional surfaces. Such trees are located, in part, in an approximately 1.0 acre area within the Northerly area of the Cemetery as shown on Exhibit A.
2. The State of Maine owns the Augusta State Airport (“Airport”) situated in the City of Augusta adjacent to the Cemetery, where the MaineDOT needs to remove trees. The 1.0 acre area is located 200 feet, more or less, right of a 500’ extended approximate centerline (Elevations 360 and 370) as shown on Exhibit A, a plan entitled “FAR Part 77 Visual 20:1 Approach Analysis, Augusta State Airport Obstruction Analysis State Highway as done by Stantec Consulting Services, Inc. Project 195210323 dated November 2009, on file at MaineDOT’s offices in Augusta, Maine.
3. The City is willing to grant the MaineDOT a temporary right to enter onto the Cemetery for the purpose of tree trimming/removal under the terms and conditions set forth below.

### II. AGREEMENT

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The City hereby authorizes MaineDOT to remove certain trees that are on the Northerly side of the Cemetery as labeled “Cemetery Property Select Tree Removal Area 1.0 Ac” on Exhibit A (the “Tree Removal Area”). The MaineDOT shall mark and survey the trees to be removed, either by individual mark or outline. MaineDOT shall be the sole arbiter of which trees are to be removed and the manner and means of their removal, and may, at its discretion, use herbicide treatments to retard or prevent their regrowth.
2. The MaineDOT shall use its best effort to access the trees to be removed by means other than through the Cemetery. In the event the MaineDOT must utilize the Cemetery for access to cut the trees, the MaineDOT shall give City (fourteen) calendar days’ notice prior to the date when the MaineDOT or its contractor intends to enter the Cemetery to perform the activities permitted under this Agreement.
3. Upon request by the City, the MaineDOT will do reasonable re-planting, at its expense, of low growth native shrubs after removal of trees from the Cemetery. In areas where MaineDOT

performs work in accordance with this agreement, MaineDOT will ensure that slope stabilization is maintained along the Cemetery as needed using best environmental practices.

4. The MaineDOT, at its expense, shall promptly repair and restore any and all areas disturbed, damaged and/or destroyed as a result of the MaineDOT's exercising its rights under this Agreement, including, grading, loaming and re-seeding the affected surface areas. Should MaineDOT, in the opinion of the City, neglect to repair and restore such areas to the satisfaction of the City, the City shall provide the MaineDOT with written notice of damage to the Cemetery caused by the MaineDOT's activities under this Agreement, MaineDOT shall have a reasonable period of time not to exceed fourteen (14) days from the receipt of such notice to repair such damage. Should MaineDOT fail to repair such damage within a reasonable period of time not to exceed fourteen (14) days the City may, after written notice to the MaineDOT, repair such damage and the MaineDOT shall reimburse the City for all reasonable expenses actually incurred by the City in performing such repair.

5. The MaineDOT agrees that all work and activities performed pursuant to or under authority of this Agreement shall be done in accordance with all applicable federal, state and local laws and regulations, and with minimum of interference with the City's operation of Cemetery.

6. The City agrees that it will not, without Federal and State approval, place or permit any structures, obstructions or land uses in the vicinity of the Airport that are, or could be, incompatible or in conflict with, or in violation of, FAA Part 77 surface regulations or other FAA orders, directives, advisories or guidelines, and that it will maintain existing land use restrictions established in the vicinity of the Airport in accordance with FAA Grant Assurances.

7. Nothing herein is intended to, or shall be construed to waive any defense, immunity or limitation of liability that may be available to the City or MaineDOT, or any of their officers, agents or employees under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

8. The term of this Agreement is for a period of ten (10) years from the date of execution by both parties. This Agreement shall not be renewable except by mutual written agreement of the parties.

9. MaineDOT and City contacts under this Agreement are as follows:

Maine Department of Transportation  
Attn: Director of Planning  
16 State House Station  
Augusta, ME 04333-0016

City of Augusta  
Attn: William Bridgeo, City Manager  
16 Cony Street  
Augusta, ME 04330

10. This Agreement permits the limited, temporary entry onto the Tree Removal Area for the reasons cited above, and nothing in this Agreement shall be construed as a grant of a property right or possessory interest in the Tree Removal Area. However, should title to the real estate subject to this agreement be transferred by the City to a third party during the effective period hereof, including any extensions, the City agrees to obligate such third party transferee hereto by appropriate language to be included in any instrument of conveyance.

11. This Agreement may be modified by written agreement of the parties.

In witness whereof, this **Memorandum of Agreement** has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by its duly authorized representatives.

City of Augusta

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By:  
Its:

State of Maine  
Department of Transportation

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By:  
Its:



## MEMORANDUM

**TO:** Bill Bridgeo, City Manager  
Ralph St. Pierre, Director of Finance & Administration/Assistant City Manager  
Leif Dahlin, Community Services Director

**FROM:** Elizabeth Pohl, Library Director

**RE:** Disposition of city property at Lithgow Library (Ballard Center location)

**DATE:** June 6, 2016

The library's move back to the Winthrop St. location is now scheduled to begin on Wednesday, July 20<sup>th</sup>. Earle W. Noyes & Sons will arrive that day to start moving collections, technology, some furniture, supplies, art and antiques. The move is expected to take 3-5 days.

Following that, we will need to dispose of the well-used items that remain. This includes:

- Items of some historical or artistic value to be sold at auction
- Library-specific things such as steel shelving, wooden bookcases, paperback spinners, newspaper rack, etc.
- Office furniture, including desks, chairs, and storage
- Miscellaneous furniture and items

I recommend that we retain an auction house to handle the items of historical or artistic value. We would like to offer the sale of library-specific items via the statewide library listserv. Beyond that, we will hold a public tag sale on Saturday, August 6<sup>th</sup> at the Ballard Center to attempt to sell the remainder. (Prior to the sale we will offer a preview of the inventory to city departments and the school department. They may take whatever they can use.) Anything remaining after the tag sale will be recycled or sent to Hatch Hill.

We plan to be completely out of our Ballard Center space by the end of August.

Any revenues from the sale of city property at Lithgow Library could be directed to a dedicated account for library needs, if the City Council agrees.