

**TOWN OF OLD ORCHARD BEACH  
TOWN COUNCIL MEETING  
TUESDAY, DECEMBER 1, 2009  
TOWN HALL CHAMBERS**

A Town Council Meeting of the Old Orchard Beach Town Council was held on Tuesday, December 1, 2009 in the Town Hall Chamber. The Chair opened the Town Council Meeting at 7:10 p.m.

The following were in attendance:

**Present:** Chair Sharri MacDonald  
Vice Chair Michael Tousignant  
Councilor Robin Dayton  
Councilor Laura Bolduc  
Councilor Shawn O'Neill  
Interim Town Manager Jack Turcotte  
Assistant Town Manager V. Louise Reid

**Pledge to the Flag  
Roll Call**

**ACKNOWLEDGEMENTS:**

**COUNCILOR DAYTON:** She expressed appreciation to Tom Lacasse of the Brunswick for the fabulous fundraiser on behalf of the Ballpark. It was enormously successful and the amount is forthcoming. The commitment of so many is something we all recognize and appreciate.

**CHAIR MACDONALD:** She expressed appreciation to the Chamber of Commerce and invited citizens and visitors to the Celebration by the Sea scheduled for Sunday, December 6, 2009 with the parade beginning at 1:15 and the tree lighting at 3:15 p.m. in the square.

**ACCEPTANCE OF MINUTES:** Special Town Council Meeting of November 14, 2009; Canvass Meeting of November 16, 2009; Inaugural Meeting of November 16, 2009; and Town Council Meeting of November 17, 2009.

**MOTION:** Councilor Bolduc motioned and Councilor O'Neill seconded to accept the Minutes as read.

**VOTE:** Unanimous.

**CHAIR MACDONALD:** I open this Public Hearing at 7:12 p.m.

**PUBLIC HEARING ONE :** Shall We Amend Section 78-1 of the Town of Old Orchard Beach Zoning Ordinance to define Drug Paraphernalia and Head Shops?

**BACKGROUND:** In an effort to maintain a positive downtown environment, the Town is taking the precautions to ensure it has jurisdiction over the kinds of businesses that move in. This Public Hearing is to define drug paraphernalia and head shops and then not include them in permitted uses within the Town’s code. Head shops are stores where products like glass and plastic pipes, bong, and cigarette rolling papers are sold under the guise that they are intended for tobacco use, but those products can also be used for inhaling drugs. Once you define something, it becomes real. By its omission, it’s not allowed. The head-shop question came up last spring when an application to open a new store came across the Planning Board’s table which vaguely described sales of products usually found at a head shop. It was then that the ordinance on the books did not have the “teeth” necessary to address the issues involved. The Police Chief indicated that it is important that the Town create an ordinance to prohibit drug paraphernalia sales because right now the only jurisdiction the Town would have to combat those sales is under the State law, which would require a search warrant in order to remove paraphernalia, other than those in plain site.

**MIKE NUGENT:** He read the definition of the term “Head Shop.”

**JOHN BIRD:** He indicated there was a long list of items and it is necessary to know the intent for pursuing this ordinance change.

**CHAIR MACDONALD:** I close this Public Hearing at 7:17 p.m.

**CHAIR MACDONALD:** I open this Public Hearing at 7:17 p.m.

**PUBLIC HEARING TWO:** Shall We Amend Sections 78-1, 78-607, 78-609, 78-962, 78-964, 78-1022 through 78-1028 and Add Chapter 78, Article VIII, Division 12 of the Zoning Code to permit changes needed to allow anemometer wind test towers

**BACKGROUND:** With the assistance of Councilor Robin Dayton, resident Jean Leclerc, and staff of the Planning and Code Department, a grant has been secured to support this anemometer wind test tower which will enormously support the educational research and study of our students in a subject that is priority in our economic times. As a result of so many efforts Old Orchard Beach now has a chance to become a model green energy community for our State. It is another great marketing protect for our community.

**CHAIR MACDONALD:** I close this session at 7:18 p.m.

**PUBLIC HEARING THREE:** Shall We Amend the General Assistance Ordinance, Section 6.8, Overall maximum levels of assistance and maximum amounts allowed for housing?

**BACKGROUND:** Each year the State readjusts the requirements for housing and levels of assistance which must be adhered to be the General Assistance Director as she deals with clients.

**NOTICE OF PUBLIC HEARING  
MUNICIPAL OFFICERS OF THE TOWN OF  
OLD ORCHARD BEACH**

The Municipal Officers of the Town of Old Orchard Beach, Maine hereby give Public Notice that there will be a Public Hearing held at the Town Hall, Council Chambers, on December 1<sup>st</sup>, 2009 at 7:00 p.m. to consider the following:

Shall the Town Council of the Town of Old Orchard Beach amend the General Assistance Ordinance by changing the dollar amounts allowed for Basic Necessities; Maximum levels of assistance, and maximum amounts allowed for housing, adopting the underscored amounts, as follows:

**Amend Section 6.8 Basic necessities; Overall maximum levels of assistance**

No. in Household	<b>CURRENT WEEKLY</b>	<b><u>PROPOSED WEEKLY</u></b>	<b>CURRENT MONTHLY</b>	<b><u>PROPOSED MONTHLY</u></b>
1	\$189.75	<u>\$198.00</u>	\$759.00	<u>\$793.00</u>
2	\$225.75	<u>\$235.50</u>	\$903.00	<u>\$942.00</u>
3	\$292.50	<u>\$305.00</u>	\$1170.00	<u>\$1220.00</u>
4	\$368.25	<u>\$384.00</u>	\$1473.00	<u>\$1537.00</u>
5	\$394.75	<u>\$410.75</u>	\$1579.00	<u>\$1647.00</u>

**Amend Section 6.8 Basic necessities; Housing maximums**

***UNHEATED***

<b>Bedrooms</b>	<b>CURRENT WEEKLY</b>	<b><u>PROPOSED WEEKLY</u></b>	<b>CURRENT MONTHLY</b>	<b><u>PROPOSED MONTHLY</u></b>
0	77.00	<u>90.00</u>	330.00	<u>387.00</u>
1	85.00	<u>101.00</u>	360.00	<u>434.00</u>
2	115.00	<u>138.00</u>	494.00	<u>593.00</u>
3	140.00	<u>170.00</u>	600.00	<u>780.00</u>
4	152.00	<u>185.00</u>	653.00	<u>795.00</u>

***HEATED***

<b>Bedrooms</b>	<b>CURRENT WEEKLY</b>	<b><u>PROPOSED WEEKLY</u></b>	<b>CURRENT MONTHLY</b>	<b><u>PROPOSED MONTHLY</u></b>
0	85.00	<u>98.00</u>	360.00	<u>420.00</u>
1	96.00	<u>115.00</u>	412.00	<u>484.00</u>
2	128.00	<u>145.00</u>	550.00	<u>623.00</u>
3	160.00	<u>177.00</u>	675.00	<u>761.00</u>
4	175.00	<u>188.00</u>	745.00	<u>809.00</u>

**CHAIR MACDONALD:** I close this Public Hearing at 7:22 p.m.

**INTERIM TOWN MANAGER'S REPORT:**

1. **Attended Law Seminar**
  - a. **Concerns regarding employee computer use; Facebook, My Space, Tweeter, etc.**
  - b. **Hourly employees and work day schedules – overtime.**
2. **OOB 365 Meeting**
3. **Working with Public Works Overview Committee**
4. **Worked with Superintendent Mike Lafortune on portable classroom issues.**
5. **A number of conversations and meeting with Insurance Company regarding ballpark insurance and site visits.**
6. **Attended Public Works Staff Meeting**
7. **BBI Meeting regarding Transfer Station – regarding brush plan.**
8. **Continue to have many discussions regarding the Ball Park organizational and operational management concerns – over 50% of my time in the last 10 days devoted to the Ball Park; 30% of my time devoted to personnel issues and Union concerns.**
9. **My personal thanks to Mrs. Pauline Coty of Saco Avenue who donated our Christmas tree this year; to Rick Bryant of Casco Transportation, for transportation of the tree; to the Public Works, Police and Fire Departments; and to Mary Ann Conroy, our Public Works Director, for their participation in making this tree lighting possible. Now come and join us on Sunday, December 6<sup>th</sup> at 1:15 for the Parade followed at 3:15 with the lighting of the Christmas tree.**
10. **Have advertised internally for an office manager position at Public Works.**
11. **Have been involved in multiple discussions with staff on issues and options regarding abandoned property on Kinney Avenue.**
12. **Have had a number of discussions with Andrea Berlin of the Conservation Commission regarding the planning process relating to the 50 acre wood.**
13. **Significant sewer pipe failure on Cider Street and the cost likely will be over the \$5,000 signing level of my office. This may require an emergency meeting as there may be as many as 4 or 5 homes affected by this problem. There were old clay pipes- broken down by many roots. No detail on estimates at this time and that is why it is not on as an emergency item this evening. Will gather more information tomorrow.**

**NEW BUSINESS:**

- # 5343 Discussion with Action: Approve the Special Event Permit application for the Special Olympics of Maine to hold their Annual Lobster Dip on the beach in front of the Brunswick Hotel on Friday, January 1, 2010; and a request to waive the fee.**

**MOTION: Councilor Dayton motioned and Councilor O'Neill seconded to approve the Special Event Permit application as read.**

**VOTE: Unanimous.**

**# 5344 Discussion with Action: Approve the Special Event Permit for the OOB 365 and the OOB Recreation Department to hold their "First Night on the Beach" on Thursday, December 31, 2009 from 4:30 p.m. to 6:00 p.m. on the beach in front of Palace Playland and the Square, to include a bonfire and fireworks; and a request to waive the fee.**

**MOTION: Councilor Dayton motioned and Councilor O'Neill seconded to approve the Special Event Permit application as read.**

**VOTE: Unanimous.**

**# 5345 Discussion with Action: Appoint Jacqui Deveneau, Marie Holt-St. Michel, Steve Urbach, Marie Hawkins, Diane Gilholm, Lynda Smith and Brandon Garette as Regular Members of the Community Animal Watch Committee, term to expire 12/31/11.**

**MOTION: Councilor O'Neill motioned and Councilor Bolduc seconded to Appoint Jacqui Deveneau, Marie Holt-St. Michel, Steve Urbach, Marie Hawkins, Diane Gilholm, Lynda Smith and Brandon Garette as Regular Members of the Community Animal Watch Committee, term to expire 12/31/11.**

**VOTE: Unanimous.**

**# 5346 Discussion with Action: Accept as a Town Way Cogan's Way Quit Claim Deed with Covenants and an Easement Deed with Warranty Covenants.**

**BACKGROUND: The owner of the small subdivision off Portland Avenue approached Public Works asking about the process for getting a private way accepted as a town roadway. As a new development, the roadway was built to town standards and inspected by both the Director of Public Works and the engineers working with the Planning Department.**

**Other services included in this approval are trash/recycling pickup and plowing for the three homes. This short roadway has been built with a cul-de-sac at the end for easy turnaround, therefore, It would not pose a significant hardship on our crews to maintain this short section. The new BBI contract also includes pickup for any new developments with homes totaling less than 50 at no additional cost to the Town.**

**QUITCLAIM DEED WITH COVENANT**

**ROBERT COGAN**

of 100 Commercial Street, Ste. 303, Portland, Maine 04101

for consideration paid, grants to

## TOWN OF OLD ORCHARD BEACH

A body politic and corporate, whose mailing address is 1 Portland Avenue, Old Orchard Beach, Maine 04064, with QUITCLAIM COVENANTS, the land in Old Orchard Beach, York County, Maine, the way known as Cogan's Way shown and laid out on the Plan of Cogan Subdivision by Pinkham & Greer Consulting Engineers, duly recorded in the York County Registry of Deeds in Plan Book 305, Page 7, described as follows:

### Cogan's Way:

Beginning at an iron rod with survey cap no. 1201 at the southwest corner of land now or formerly of Peter A. Stroumbas, Jr., as described in a deed recorded in the York County Registry of Deeds in Book 6879, Page 19;

Thence along a curve to the right having a radius of 15 feet, a distance of twenty-three and  $\frac{56}{100}$  (23.56) feet to a granite monument located on a chord of 21.21 feet North  $18^{\circ} 58' 15''$  East from said iron rod;

Thence North  $63^{\circ} 58' 15''$  East a distance of one hundred thirty-five (135) feet to a granite monument;

Thence along a curve to the right having a radius of 125 feet, a distance of forty-seven and  $\frac{9}{10}$  (47.90) feet to a granite monument located a chord distance of 47.61 feet North  $74^{\circ} 56' 45''$  East from the last mentioned granite monument;

Thence along a curve to the right having a radius of 25 feet, a distance of thirty-three and  $\frac{61}{100}$  (33.61) feet to a granite monument located a chord distance of 31.14 feet South  $55^{\circ} 33' 30''$  East from the last mentioned granite monument;

Thence along a curve to the left having a radius of 65 feet, a distance of one hundred ninety-seven and  $\frac{86}{100}$  (197.86) feet to a granite monument, which granite monument is located a chord distance of 129.85 feet North  $75^{\circ} 45' 00''$  East from the last mentioned granite monument;

Thence continuing on a curve to the left having a radius of 65 feet, a distance of one hundred twenty-six and  $\frac{36}{100}$  (126.36) feet to a granite monument located a chord distance of 107.38 feet North  $67^{\circ} 08' 45''$  West from the last mentioned granite monument;

Thence continuing along a curve to the left having a radius of 65 feet, a distance of four and  $\frac{25}{100}$  (4.25) feet to a granite monument having a chord distance of 4.25 feet South  $55^{\circ} 17' 15''$  West from the last mentioned granite monument;

Thence along a curve to the right having a radius of 25 feet, a distance of nineteen and  $\frac{13}{100}$  (19.13) feet to a granite monument having a chord distance of 18.65 feet South  $75^{\circ} 20' 15''$  West from the last mentioned granite monument;

Thence along a curve to the left having a radius of 175 feet, a distance of one hundred one and  $\frac{70}{100}$  (101.70) feet to a granite monument which granite monument is a chord distance of 100.27 feet South  $80^{\circ} 37' 00''$  West from the last mentioned granite monument;

Thence South  $63^{\circ} 58' 12''$  West a distance of one hundred thirty-five (135) feet to a granite monument;

Thence along a curve to the right having a radius of 15 feet, a distance of twenty-three and  $\frac{56}{100}$  (23.56) feet to an iron rod with survey cap set at the easterly side of Portland Avenue and being a chord distance of 21.21 feet North  $71^{\circ} 01' 45''$  West from the last mentioned granite monument;

Thence South  $26^{\circ} 01' 48''$  East along the easterly side of Portland Avenue a distance of eighty (80) feet to an iron rod and the point of beginning.

For title of grantor reference is hereby made to a deed given by William Boccaleri, et al., dated June 23, 2005 and recorded in the York County Registry of Deeds in Book 14513, Page 471.

Meaning and intending to convey to the Town of Old Orchard Beach those roadways described above for highway purposes and without claim for damages, but excepting from this conveyance any and all existing sanitary sewer lines, which shall not become the property of Grantee and which Grantor shall continue to have the rights to

maintain, repair and replace, subject to the ordinances and rules of the Town of Old Orchard Beach governing work within a public street.

Also hereby conveying all rights, easements, privileges, and appurtenances, belonging to the premises hereinabove described.

WITNESS my hand and seal this \_\_\_\_ day of October, 2009.

WITNESS

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Robert Cogan

**State of Maine  
Cumberland, ss.**

October \_\_\_\_, 2009

Personally appeared before me Robert Cogan and acknowledged the foregoing instrument to be his free act and deed.

Before me,

\_\_\_\_\_  
Attorney-at-Law/Notary Public

**EASEMENT DEED  
(Cogan's Way)**

**NOW ALL MEN BY THESE PRESENTS THAT, ROBERT COGAN**, of 100 Commercial Street, Ste. 303, Portland, Maine 04101, for consideration paid, does hereby give, grant, bargain, sell and convey **WITH WARRANTY COVENANTS AND WITHOUT CLAIM FOR DAMAGES** unto the **TOWN OF OLD ORCHARD BEACH**, a body politic and corporate, whose mailing address is 1 Portland Avenue, Old Orchard Beach, Maine 04064, the land in Old Orchard Beach, York County, Maine, the way known as Cogan's Way shown and laid out on the Plan of Cogan Subdivision by Pinkham & Greer Consulting Engineers, duly recorded in the York County Registry of Deeds in Plan Book 305, Page 7, described as follows:

Granting and conveying a fifteen (15) foot grading and drainage easement adjacent to Cogan's Way, which drainage easement is as shown and depicted on the plan.

Also granting and conveying rights in and to the use of the two fifteen (15) foot drainage easements over Lots 1 and 2 as shown on the plan.

The 15' Wide Drainage and Grading Easements granted herein are for the purposes of facilitating ground and surface water drainage and related grading, including the right to enter on the said easement area for purposes of maintenance, repair and construction, to trim, cut down and remove bushes and trees growing thereon, to remove grass and crops thereon, and to excavate or fill said easement area, all to such extent as in the judgment of the Grantee is necessary for any of the above purposes.

Reserving to the Grantor, his heirs and assigns, the use and enjoyment of said easement areas for such purposes as will in no way interfere with the perpetual use thereof by the Grantee, its successors and assigns, for the purposes above mentioned, provided that no building or any kind of permanent structure shall be erected on said easement area by the Grantor, its successors and assigns, and that the Grantor, its successors and assigns, shall not remove earth from said easement area or place fill thereon without written permission of the Grantee. This paragraph refers to all easements granted.

WITNESS my hand and seal this \_\_\_\_ day of October, 2009.

WITNESS

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Robert Cogan

**State of Maine  
Cumberland, ss.**

October \_\_\_\_, 2009

Personally appeared before me Robert Cogan and acknowledged the foregoing instrument to be his free act and deed.

Before me,

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Attorney-at-Law/Notary Public

**MOTION: Vice Chair Tousignant motioned and Councilor O'Neill seconded to Accept as a Town Way Cogan's Way Quit Claim Deed with Covenants and an Easement Deed with Warranty Covenants.**

**VOTE: Unanimous.**

**# 5347 Discussion with Action: Address Options regarding construction of the new Police Department building.**

**MIKE NUGENT: The Code Enforcement Officer has provided the following information: As we have discussed, M.R.S.A. title 32 ss 226 provides a list of projects exempt from being designed and stamped by a State of Maine licensed architect. Those projects include one and two family homes, farm buildings, and alterations in commercial building less than \$50,000.00 or small buildings, 1000 sq.ft. or less. Further, section 106.1 of the Town Building Code requires compliance with the State Statute.**

**Options for the next step for this project include:**

- 1) Approve a contract with Port City (\$161,308);**
- 2) Enter into negotiations with Port City to try to find some cost savings;**
- 3) Go out to bid for Design Services, including language in the RFP that allows for pricing based on Design/Bid/Build as well as Design/Build project delivery systems.**

**I have attached an explanation of the pros and cons for design build. If we go out to bid, I would encourage the acceptance of proposals for both methods. Please let me know if I can provide additional information.**

#### **Design-Build / Design-Bid-Build Comparison**

**Design-build is a construction project delivery system where, in contrast to "design-bid-build" (or "design-tender"), the design and construction aspects are contracted for with a single entity known as the design-builder or design-build contractor. The design-builder is usually the general contractor, but in many cases it is also the design professional (architect or engineer). This system is used to minimize the project risk for an owner and to reduce the delivery schedule by overlapping the design phase and construction phase of a project. Where the design-builder is the contractor, the design professionals are typically retained directly by the contractor. The most efficient design-builder has design and construction professionals working directly for the same at-risk entity. This is one of the oldest forms of construction since developing from the "Master Builder" approach.**

**CONFIDENTIAL**



## ***History***

The design/build delivery system often cites the original "Master Builder" model used to build most pre-modern projects. Under the Master Builder approach, a central figure of the [architect](#) held total project accountability. From inception to completion, the master builder was the key organizational figure and strictly liable to the owner for defects, delays, and losses. The design/build system is a return to some of the fundamentals of the Master Builder approach. For nearly the entire twentieth century, the concept of Design-Build was classified as a non-traditional construction method in the United States, which is the last country to still embrace the old standard of Design-Bid-Build.

## ***Overview of process***

Design-build focuses on combining the design, permit, and construction schedules in order to streamline the traditional [design-bid-build](#) environment. This does not shorten the time it takes to complete the individual tasks of creating construction documents (working drawings and specifications), acquiring building and other permits, or actually constructing the building. Instead, a design-build firm will strive to bring together design and construction professionals in a collaborative environment to complete these tasks in an overlapping like fashion i.e. construction has begun while the building is still being designed.

Typically the hallmark of a Design/Build project is that one organization is responsible for both design and construction of the project. If this organization is a contractor, the process is known as "*Contractor-led Design-Build*". If the organization is a design firm, the process is known as "*Design-led Design-Build*". In either case, the organization employed by the owner rarely handles both aspects of design and construction in-house. In fact, the organization often subcontracts with on-site personnel (if design-led) as well as architects and engineers (if contractor-led).

## ***Potential problems of Design-build***

Potential problems of the design-build process include:

- Premature cost estimating,
- a short-cut design process,
- decreased accountability by the service provider, and
- correction of work.

[Cost estimating](#) for a design-build project is sometimes difficult because design documents are often preliminary and may change over the course of the project. As a result, design-build contracts are often written to allow for unexpected situations, and the price of the completed project may vary greatly from the original estimate.

The uncertainty of the early estimate requires the owner to rely a great deal on the integrity, acumen, and competence of the design-builder. As the certainty of estimate decreases, the reputation of the design-build firm becomes more important. Estimates should be accurate, and reasonably verifiable in order to minimize risk.

The short-cut design process may restrict regulatory review efforts to a potentially cursory overview. Projects may be designed as they are built, thus providing those with the responsibility of oversight little to no time at all to review completed plans and [specifications](#). Projects completed before they may be reviewed can be forced into costly [change orders](#) to bring the project into

compliance with regulatory requirements. It may here be noted that the "design-bid-build" method frequently results in a trip "back to the drawing board" based on the tendency of many architects to lack familiarity with actual current costs related to the realization of a built project.

The short-cut design process may also create an ill-defined scope of the work. Since the purpose of the design documents is to describe the project's desired outcome, an abbreviated design process can result in leaving out some details of the quality, workmanship, and/or desired aesthetic attributes of the project, thus making it impossible to hold the builder accountable for the desired level of quality. Once again, the owner must rely on the reputation of the design-builder for a satisfactory product.

**Decreased Accountability:** The design-builder is given a great deal of control over the entire process, both of how the project is configured and how it is completed. With no third-party observer such as an independent architect to administer the process, the unscrupulous design-builder may sacrifice the quality of materials and systems such as HVAC, lighting, plumbing, and even structural elements in order to pad profits at the expense of the owner.

**Correction of Work-** Since the owner may not have the expertise to evaluate the quality of portions of the work, he/she must trust the design-builder to properly design a facility that will meet the needs of the owner, and to execute the design properly, according to codes, and consistent with industry-standard specifications. Unless the builder agrees with the owner's assessment of the situation, the owner may have no means to insist on correction of work done improperly but to go to some form of formal dispute resolution such as litigation, or arbitration.

In exchange for the ability to save money, the owner assumes the risk and responsibility to review contract documents, such as plans, specifications, and agreements for services, and to hold the design-builder accountable to design and deliver a quality product. By contrast, under the typical [design-bid-build](#) or [negotiated project delivery system](#) the architect is in a better position to reject work not performed according to the standards he set forth in the plans and specifications.

Several organizations (such as the [Design Build Institute of America](#)) provide standardized form contracts for design-builders to use, but it is not unusual for the design-builder to provide its own contractual documents. Architectural societies, such as the American Institute of Architects, warn that when non-standard documents are used, great caution should be exercised because they may be untested, or may be written to favor one party or the other; Therefore, qualified legal council should be employed to review all contracts before signing.<sup>[2]</sup>

### ***Benefits of Design-Build***

It is important to note that the design-build method, while not focused on saving the owner construction costs, nonetheless often saves the owner money on the overall project. The combined effects of carrying a construction loan (which typically carries a higher interest rate than permanent financing) and an earlier useful on-line date usually yields considerable overall value to the project and may make seemingly unfeasible projects into genuine opportunities.

The compression is an important aspect of the implementation of this system. Other potential attributes include:

- enhanced communication between the service provider and the client,
- increased accountability by the service provider,

- single source project delivery, and
- a value based project feedback system

### **Enhanced communication**

Because the design parameters of a project are being developed along with the budgetary goals - construction methodologies and budget conditions being weighed simultaneously - a project is more likely to be realized than with a pure design approach. The owner has greater access to the project "team" as the project is being developed. This efficiency is not a negative "short cut" as a rule, but rather the keystone to the success of the Design&Build model.

### **Accountability**

Rather than a parcelized level of responsibility of the classic design-bid-build, design-build provides an integrated solution for the owner or client. This moves projects away from the "finger-pointing" that is often commonplace in contemporary construction projects, and allows the owner to look to one entity with any questions or concerns.

### **Single Source**

Instead of having several contractors and consultants, an owner has just one entity to deal with. Design revisions, project feedback, budgeting, permitting, construction issues, change orders, and billing can all be routed through the design-build firm. This single point of contact allows a certain degree of flexibility for the owner. Most design-builders will leverage that flexibility for the owner's benefit by continually refining the construction program to maximize the owner's value at the completion of the project.

### **Value-based project feedback**

Typically, in order for a contractor to bid on a project, very specific details relating to the methods and materials must be given to avoid any ambiguity and to make an "apples to apples" comparison of bids. In a design-build context, the owner, the owner's other consultants, and the design-builder can work together to determine what methods and materials will maximize the owner's value. In instances where marginally more expensive materials, designs, or construction methods might yield a higher return on investment for the owner than those of lower cost, the owner is free to adjust the project's program without having to re-bid the entire project.

Discussion amongst the Council include the need to go out quickly for a Request for Proposal (RFP) and the conceptual design that was submitted and was voted on by the Taxpayers at the Referendum question. It is assumed that the design will be followed as much as possibility with the understanding that change orders are necessary as construction begins and the purpose of the building meeting the needs of the Police Department. The possibility of a Committee to assist the Police Department in choosing colors for the interior design of the building was mentioned as well. It was again stated that the need to move forward quickly is a priority and the RFP should be done in a timely manner so that approval can go on the agenda as soon as possible.

**MOTION:** Councilor O'Neill motioned and Vice Chair Tousignant seconded that the Administration prepare an RFP and go out to bid for Design Services, including language in the RFP that allows for pricing based on Design/Bid/Build as well as Design/Build project delivery system.

**VOTE: Unanimous**

**# 5348 Discussion with Action: Set the Public Hearing Date of December 15, 2009 to amend Chapter 2, Administration, Article III, Officers and Employees by deleting Section 2-126 and amending 2-151 through 155, and amending Article IV, Boards, Committees and Commissions, sections 2-232, 2-234, 2-326, 2-357, 2-444 and 2-445, of the Old Orchard Beach Code of Ordinances.**

**MOTION: Councilor O'Neill motioned and Vice Chair Tousignant seconded to Set the Public Hearing Date of December 15, 2009 to amend Chapter 2, Administration, Article III, Officers and Employees by deleting Section 2-126 and amending 2-151 through 155, and Amending Article IV, Boards, Committees and Commissions, sections 2-232, 2-234, 2-326, 2-357, 2-444 and 2-445, of the Old Orchard Beach Code of Ordinances.**

**VOTE: Unanimous.**

**# 5349 Discussion with Action: Set the Public Hearing Date of December 15, 2009, to amend Chapter 6, Alcoholic Beverages, Article II, Special Amusement, section 6-32, and deleting Article III, Bottle Clubs, of the Old Orchard Beach Code of Ordinances.**

**MOTION: Councilor O'Neill motioned and Vice Chair Tousignant seconded to Set the Public Hearing Date of December 15, 2009, to Amend Chapter 6, Alcoholic Beverages, Article II, Special Amusement, section 6-32, and deleting Article III, Bottle Clubs, of the Old Orchard Beach Code of Ordinances.**

**VOTE: Unanimous.**

**# 5350 Discussion with Action: Set the Public Hearing Date of December 15, 2009 to Amend Chapter 14, Animals, sections 14-2 through 14-4, 14-7 and 14-8, of the Old Orchard Beach Code of Ordinances.**

**MOTION: Councilor Dayton motioned and Councilor O'Neill seconded to Set the Public Hearing Date of December 15, 2009 to Amend Chapter 14, Animals, sections 14-2 through 14-4, 14-7 and 14-8, of the Old Orchard Beach Code of Ordinances.**

**VOTE: Unanimous.**

**# 5351 Discussion with Action: Appoint Kenneth Blow, Jayne Flaherty and Councilor Laura Bolduc to the Charter Commission.**

**MOTION: Councilor Dayton motioned and Councilor O'Neill seconded to Appoint Kenneth Blow, Jayne Flaherty and Councilor Laura Bolduc to the Charter Commission.**

**VOTE: Yea: Councilors Dayton, O'Neill, Chair MacDonald, and Vice Chair Tousignant  
Abstain: Councilor Bolduc**

**GOOD & WELFARE:**

**JOHN BIRD:** Encouraged the Council to take their time on adopting new ordinances when the Charter Commission will be looking at the entire Charter for possible revision.

**PHIL DENISON:** I would encourage that the change regarding the Assistant Town Manager be given for study to the new Town Manager when he is appointed.

**CHAIR MACDONALD:** We have interviewed three candidates with the two others withdrawing their interest and we will interview a couple of more individuals before a decision is made.

**# 5352 Discussion with Action: Discuss Labor Contracts (Note: This item discusses labor contract issues related to the Old Orchard Beach Public Works Department, as defined under Title 1, M.R.S.A. Section 405 (6) (D), and the Council anticipates that the discussion portion will be held in executive session).**

**MOTION: Councilor Bolduc motioned and Councilor Dayton seconded to enter into Executive Session to Discuss Labor Contracts (Note: This item discusses labor contract issues related to the Old Orchard Beach Public Works Department, as defined under Title 1, M.R.S.A. Section 405 (6) (D), and the Council anticipates that the discussion portion will be held in executive session).**

**VOTE: Unanimous.**

**MOTION: Councilor Bolduc motioned and Councilor O'Neill seconded to close the Executive Session.**

**VOTE: Unanimous.**

**ADJOURNMENT**

**MOTION: Councilor Bolduc motioned and Councilor O'Neill seconded to adjourn the Town Council meeting.**

**VOTE Unanimous.**

**Respectfully Submitted,**

**V. Louise Reid  
Town Council Secretary**

**I, V. Louise Reid, Secretary to the Town Council of Old Orchard Beach, Maine, do hereby certify that the foregoing document consisting of thirteen (13) pages is a true copy of the original Minutes of the Town Council Meeting of December 1, 2009.**

**V. Louise Reid**