



# City Council Meeting and Workshop

## May 18, 2015

### Agenda

#### 5:30 P.M. Workshop

- A. Norway Savings Bank Arena Budget – Jill Eastman/Denis D’Auteuil (45 minutes)
- B. Ingersoll Budget – Ravi Sharma (45 minutes)

*After each workshop item is presented, the public will be given an opportunity to comment.*

#### 7:00 P.M. City Council Meeting

**Roll call votes will begin with Councilor Young**

#### Pledge of Allegiance

- I. Consent Items** – All items listed with an asterisk (\*) are considered as routine and will be approved in one motion. There will be no separate discussion of these items unless a Councilor or citizen so requests. If requested, the item will be removed from the consent agenda and considered in the order it appears on the agenda.

**1. Order 38-05182015 \***

Accepting the transfer of \$3,592.62 forfeiture assets in U.S. Currency (Glen Barry).

**2. Order 39-05182015 \***

Accepting the transfer of \$4,932.00 forfeiture assets in U.S. currency, and one 2005 Saab 9-3 VIN #YS3FB49S751054079 (Garrett Griffin).

**II. Minutes**

- May 4, 2015 Regular Council Meeting

**III. Communications, Presentations and Recognitions**

- Proclamation – Maine Arbor Week May 17 to May 23, 2015

- V. Open Session** – Members of the public are invited to speak to the Council about any issue directly related to City business which is *not on this agenda*.

**VI. Unfinished Business**

**VII. New Business**

**Public Hearing - Reallocation of Unspent Proceeds from the City’s General Obligation Bonds**

**1. Order 40-05182015**

# Auburn City Council Meeting & Workshop

May 18, 2015

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Authorizing the Finance Director to reallocate of unspent proceeds in the amount of \$766,000 from the City's general obligation bonds. First reading. *Passage requires an affirmative vote of 5 Councilors.*

## Public Hearing - Issuance of General Obligation Bonds and a Tax Levy Therefor

### 2. Order 41-05182015

Authorizing the Finance Director to execute issuance of general obligation bonds and a tax levy therefore. First reading. *Passage requires an affirmative vote of 5 Councilors.*

### 3. Order 42-05182015

Approving the Lease agreement of two buildings for Power & Construction Group.

### 4. Order 43-05182015

Approving the Land Lease agreement for Hawkeye Elecnor Group.

## VIII. Executive Session

## IX. Reports\*

**Mayor's Report**

**City Councilors' Reports**

**City Manager Report**

**Finance Director, Jill Eastman – April 2015 Monthly Finance Report**

**X. Open Session** - Members of the public are invited to speak to the Council about any issue directly related to City business which is *not on this agenda*.

## XI. Adjournment

**Executive Session:** On occasion, the City Council discusses matters which are required or allowed by State law to be considered in executive session. Executive sessions are not open to the public. The matters that are discussed in executive session are required to be kept confidential until they become a matter of public discussion. In order to go into executive session, a Councilor must make a motion in public. The motion must be recorded, and 3/5 of the members of the Council must vote to go into executive session. An executive session is not required to be scheduled in advance as an agenda item, although when it is known at the time that the agenda is finalized, it will be listed on the agenda. The only topics which may be discussed in executive session are those that fall within one of the categories set forth in Title 1 M.R.S.A. Section 405(6). Those applicable to municipal government are:

- A. Discussion of personnel issues
- B. Discussion or consideration by a school board of suspension or expulsion
- C. Discussion or consideration of the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development only if premature disclosures of the information would prejudice the competitive or bargaining position of the body or agency
- D. Labor contracts
- E. Contemplated litigation
- F. Discussions of information contained in records made, maintained or received by a body or agency when access by the general public to those records is prohibited by statute;

# **Auburn City Council Meeting & Workshop**

May 18, 2015

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- G. Discussion or approval of the content of examinations administered by a body or agency for licensing, permitting or employment purposes; consultation between a body or agency and any entity that provides examination services to that body or agency regarding the content of an examination; and review of examinations with the person examined; and
- H. Consultations between municipal officers and a code enforcement officer representing the municipality pursuant to Title 30-A, section 4452, subsection 1, paragraph in the prosecution of an enforcement matter pending in District Court when the consultation relates to that pending enforcement matter.



**Strategic Plan**  
**FY16-FY17**



Mission Statement: Norway Savings Bank Arena is designed to serve the region through opportunities for skating activities. The Arena shall provide exceptional, year round, affordable ice skating opportunities in a safe, healthy, community based skating environment. We shall provide for a comfortable, well designed, skating and events center that serves as a community gathering place: focused primarily on ice related activities and its viewership.

**FY16  
BUDGET  
GOAL 1**

Provide a balanced schedule for the general public and the arena user groups

- Consistent public skate and learn to skate ice times
- Fill in remaining open ice with the other major user groups
- Attract figure skating groups

**OVERVIEW**

In order to obtain maximum revenue, we must provide a balanced schedule. This is often times very difficult as special interest groups pursue contracting as many prime hours as are available. A balanced schedule will provide consistent revenue on a year round basis and continue to build programs with a new influx of skaters.

While public skaters are at the arena they need to have access to materials that promote learn to skate, hockey programs, birthday parties, and other special events that will make them a regular user of the facility. Public sessions need to be consistently scheduled and rarely relinquished for hockey tournaments, competitions, etc. User groups will put pressure on us to secure these prime times for their special events but this is not a sound business practice to disrupt the consistency of these sessions designated for the general public. The goal is for the public to know our hours and not expect them to change on a sporadic basis.

It is very important to this management team that we stay consistent with our scheduling and programming. These sound practices will also create a more user friendly atmosphere in the community.

<p><b>FY16 BUDGET GOAL 2</b></p>	<p>Create and implement camps/clinics and programs for off season ice times</p> <ul style="list-style-type: none"> <li>• Youth 3 versus 3 league</li> <li>• Training camps</li> <li>• Skills camps</li> <li>• Learn to skate program</li> </ul>
<p><b><u>OVERVIEW</u></b></p> <p>The development of a Spring 3 versus 3 league allows the facility to gain an untapped market. Ice hockey, like many other sports, has become a year-round sport. The league has been developed to appeal to youth hockey players of all levels and operates during the spring. The 3 versus 3 league will be a way to sustain the core group of users during a bridge period before training and skills camps begin in the summer months.</p> <p>The development of in-house training and skills camps provides the facility with the opportunity to generate revenue over ice rental income. The model is to provide high end professional training to participants during the off season. Day and night time sessions, along with week-long camps will assist in keeping a balanced year round schedule.</p> <p>Our learn to skate program is in the implementation stage and ties in to drawing figure skating to Norway Savings Bank Arena. The program offers 3 different levels of participation and caters to multiple skill levels ranging from those who will skate for recreation to those who desire to become figure skaters and hockey players.</p>	

<b>FY16 BUDGET GOAL 3</b>	<b>Increase the advertising/sponsorships</b> <ul style="list-style-type: none"><li>• Invite new potential sponsors to high school games and or tournaments so they can see the amount of activity going on in the arena</li><li>• Get out and meet with existing clients on a personal level</li><li>• Create a more user friendly environment</li></ul>
<b>OVERVIEW</b> <p>It is very important that we invite our existing sponsors to the arena during a tournament or high school game so they may see the extent of their advertisement exposure. We also need to invite new potential sponsors as well. This is really the best time for a sponsor to see and feel the electric atmosphere that a double ice sheet produces. The arena has agreed to terms with a company named Live Barn, which provides a live video streaming service. They will provide all of the necessary equipment and cameras at no charge. This will allow users to stream games and other events at the arena and provide a live view from inside the arena to televisions placed in the lobby and or mezzanine. People will be able to purchase a monthly membership that will give them access to what is going on in the arena and the arena will receive 50% of the memberships. In the event someone was unable to attend a high school game here they could purchase a membership and watch the game from home on their computer. This service also provides our sponsors with additional exposure.</p> <p>We do feel that the arena could use some assistance with attracting new sponsors as well as keeping our current sponsors. Currently we are working with City management to make this a reality and bring in much needed support. The economic impact to the local community is also a priority to us. By working closely with the Economic Development Department this will afford us the opportunity to gather necessary information regarding the actual impact felt in the local community.</p>	

## DEPARTMENT MULTI YEAR GOALS

**GOAL 1:** Evaluate current practices, procedures, staffing and scheduling models to maximize efficiency and ensure evolving improvement.

**OBJECTIVE 1:** Evaluate current structure and identify areas of improvement.

### OBJECTIVE ACTIVITIES

#### **1**

Gain input from user groups, community and staff.

**Implementation Activity** – Meet with user groups and staff to gain insight on expectations and improvement areas.

**Outcome Measurement** – Evaluate information and develop course of action to meet expectations and needs.

**Status:** Meetings with user groups are currently being conducted as part of ice scheduling. Staff will meet at the end of March with an estimated course of action designed for May 2015.

#### **2**

Assess scheduling and staffing models to create a balanced schedule and maximize ice rental while reducing costs.

**Implementation Activity** – Conduct a study utilizing usage reports and information from other multi-ice surface facilities about their scheduling and staffing models.

**Outcome Measurement** - Adjust scheduling and staffing models if needed based on information retrieved to maximize efficiency and reduce delays.

**Status:** Internal study is being conducted and external information continues to be received. Scheduling model may see minor adjustments.

**GOAL 2:** Grow Internal Programming

### OBJECTIVE ACTIVITIES

#### **1**

Evaluate program participation

Implementation Activity – Review Physical participant numbers of programs in FY15.

Outcome Measurement - Develop yearly target growth ratio for programs and locate best advertising avenues.

Status: Current programs are being implemented; Participant numbers will not be available until October of FY16.

OBJECTIVE 3: Develop an on-site training and fitness facility.

#### OBJECTIVE ACTIVITIES

Implementation Activity - Meet with interested parties on developing an athletic focused training center through partnership. Partnership will provide the best opportunity for long term success and sustainability.

Outcome Measurement - Follow City protocol and develop binding contracts to bring an athletic focused training facility into the arena. This will also attract new people that might not otherwise visit the arena, and add another revenue source not dependant on the ice.

Status: Meetings with interested parties are still being conducted. We have also started to work with contractors on designs, timeline, and construction costs.

**CAPITAL IMPROVEMENT MULTI- YEAR PLAN**

**FY17 - New Zamboni**

The Norway Savings Bank Arena has reached a point where it needs a new Zamboni to replace the 1996 Olympia that was brought over from Ingersoll. Service life of a machine is roughly 20 years depending on the maintenance and type of use. We are starting to incur repair and maintenance costs that are exceeding the cost of acquiring a new machine. Several machine failures caused our new 2013 machine to maintain both ice surfaces. Prolonged use of one machine will shorten the life expectancy. Replacement would allow for repairs to be reduced by \$5,000 annually.

**Replacement Costs:**

Zamboni Propane \$105,000.

Zamboni Electric \$125,000.

We are actively searching for a sponsor to help cover some, if not all of the cost.

**FY17-Rubber flooring in the vestibule-with City Seal In-Lay**

Removal of commercial Grade carpeting in vestibule will create a cleaner and more uniform building appearance. Rubber flooring with the City Seal would promote the City of Auburn. Currently there is nothing in the Arena that promotes or represents the City.



## 2015 COMMUNITY EVENT CALENDAR

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### JANUARY

Public Skate  
Shinny Hockey  
Lewiston/St. Dominic's Varsity Game Black & Blue  
Maine Gladiators Mite Jamboree  
International Fire Police Military Games

### FEBRUARY

Public Skate  
Shinny Hockey  
Edward Little/Lewiston Varsity Game  
Scarborough/Cheverus Varsity Game  
Lions Tournament  
Maine Hockey Development Winter Challenge  
Maine Hockey Development Winter Showdown  
Maine Amateur Hockey Girls State Finals

### MARCH

Public Skate  
Shinny Hockey  
Maine Amateur Hockey Peewee State Finals  
Maine High School Hockey Senior All Star Games Class A & Class B  
Maine Amateur Hockey Girls Festivals  
34th Annual Yankee Conference Festival  
Southern Maine Middle School Hockey Playoffs  
Maine Gladiators Youth Hockey Tryouts

### APRIL

Public Skate  
Shinny Hockey  
Learn to Skate Program

### MAY

Public Skate  
Shinny Hockey  
Learn to Skate Program

### JUNE

Public Skate  
Shinny Hockey  
Learn to Skate Program  
Celebration of Courage Tournament (Pending)  
Bike -A- Palooza (Dempsey Center)

### JULY

Public Skate  
Shinny Hockey  
High School League  
Learn to Skate Program  
Hockey Camp-Forwards  
Hockey Camp-Goalies  
Hockey Camp-Defenseemen  
4th of July Event (pending)

### AUGUST

Public Skate  
Shinny Hockey  
Learn to Skate Program  
Maine Gladiators Training Camp  
Balloon Festival Events (pending)

### SEPTEMBER

Public Skate  
Shinny Hockey  
Learn to Skate Program  
Maine Gladiators Midget Jamboree  
Maine Gladiators Travel Teams-Season Begins

### OCTOBER

Public Skate  
Shinny Hockey  
Learn to Skate Program  
Maine Gladiators Fall Classic  
Maine Gladiators House Division-Season Begins

### NOVEMBER

Public Skate  
Shinny Hockey  
Learn to Skate Program  
High School Preseason Conditioning Camp  
High School Hockey-Season Begins (Boys & Girls)

### DECEMBER

Public Skate  
Shinny Hockey  
Learn to Skate Program  
High School Games  
Christmas Invitational



# City of Auburn

## NSB Arena

Fiscal Year 2016  
Proposed 3.23.2015

### Projected Revenues and Expenses for FY16

*Actual expenses may vary according to changing circumstances*

#### Norway Savings Bank Arena

	Last Year	Dept. Request	Manager Proposed
Total Revenues	\$ 1,221,935	\$ 997,000	\$ 997,000
Total Expenses	\$ 1,208,500	\$ 1,188,850	\$ 1,188,850
Profit (Loss)	\$ 13,435	\$ (191,850)	\$ (191,850)

NSB Arena Revenue Summary	Last Year	Dept. Request	Manager Proposed
<u>Revenues</u>			
Ice Rental Revenue			
Gladiators		\$ 250,000	\$ 250,000
Edward Little		\$ 22,000	\$ 22,000
Red Hornets		\$ 19,500	\$ 19,500
Leavitt		\$ 14,000	\$ 14,000
St Doms (Boys & Girls)		\$ 38,000	\$ 38,000
Poland/Gray New Gloucester		\$ 18,000	\$ 18,000
SMMHL		\$ 12,000	\$ 12,000
Adult Leagues		\$ 90,000	\$ 90,000
Camps/Clinics		\$ 50,000	\$ 50,000
Tournaments		\$ 50,000	\$ 50,000
Private Rentals		\$ 85,000	\$ 85,000
Public Skate		\$ 30,000	\$ 30,000
Shinny Hockey		\$ 20,000	\$ 20,000
Programs		\$ 30,000	\$ 30,000
Concession		\$ 30,000	\$ 30,000
Pro Shop		\$ 8,500	\$ 8,500
Sponsorships		\$ 230,000	\$ 230,000
	<b>\$ 1,221,935</b>	<b>\$ 997,000</b>	<b>\$ 997,000</b>

#### Line Item Narrative

**Projected Revenues and Expenses:** In Fiscal Year 2009, the City Council approved of a bond to fund arena improvements that would allow the facility to be open all year. The improvements included; new compressors, concrete floor, boards, and glass. The arena now has a full time staff; a coordinator and maintenance staff. The Ingersoll Arena is an Enterprise Account so therefore is self-supporting and funded by its own revenue generation.





# City of Auburn NSB Arena

Fiscal Year 2016  
Proposed 3.23.2015

Line Items		Last Year	Dept. Request	Manager Proposed
NSB Arena	Total	1,208,500	1,188,850	1,188,850

Ingersoll Arena Expense Summary	Dept. Request	Manager Proposed
<u>Expenses</u>		
Regular Salaries (including fringe)	\$ 260,000	\$ 260,000
Part-time Salaries	\$ 40,000	\$ 40,000
Insurance	\$ 28,500	\$ 28,500
Lease	\$ 507,000	\$ 507,000
Advertising	\$ 15,000	\$ 15,000
Utilities	\$ 200,200	\$ 200,200
Repairs	\$ 43,000	\$ 43,000
Supplies	\$ 17,500	\$ 17,500
Training & Tuition	\$ 1,000	\$ 1,000
Subscriptions & Dues	\$ 2,000	\$ 2,000
Professional Services	\$ 6,650	\$ 6,650
Programs	\$ 11,000	\$ 11,000
Capital Improvements	\$ 57,000	\$ 57,000
	<b>\$ 1,188,850</b>	<b>\$ 1,188,850</b>



## DESCRIPTION

The Ingersoll Turf Facility will be comprised of one full-time staff member and part time seasonal employees who will be responsible for managing or providing support and the necessary resources to design, plan, organize, implement, supervise, and evaluate all recreation programming and rental reservations within the facility.

The Ingersoll Turf Facility is a 22,500 sq ft metal constructed building with a full size concrete slab and frost footers. The facility will feature an approximately 20,000 sq ft turf in-filled surface, two batting cages, full safety netting system, upgraded wet-system fire suppression system, upgraded low-energy LED lighting, and two frame-mounted natural gas fired forced hot air heating units. The building will also have fully-renovated, ADA compliant restroom areas.

## MISSION

To provide a safe, fun, and affordable facility while serving the community and meeting our customer's needs.

## VISION

The Ingersoll Turf Facility will venture to meet or surpass citizen expectations and to provide both facility rental opportunities and internal recreational opportunities to the community. The facility will continually research and identify opportunities for alternative and/or supplemental organized programming for youth, adults, and seniors. The projected budget seeks to address other chief departmental goals: to make Ingersoll the preferred choice for training/practice activities within our community and surrounding areas, to provide a safe, fun, and affordable recreation facility, and to increase recreation opportunities for youth and adults.

The facility will give an opportunity for those interested, to secure an indoor training/practice space for nearly any activity that is traditionally done outdoors. The space will aim to accommodate participants of all ages and improve the level of service to the community.

## PROGRAMS

1. **Administration:** Provides management and oversight of all Ingersoll activities. Activities include, but are not limited to; allocation of staff resources, payroll functions, budget development & management, purchasing, reporting, employee performance, overall departmental performance, and safety & training programs. The administration program includes: staff, benefits, advertising, professional services, office supplies, postage, travel mileage, and professional association memberships. This program accounts for 37% of the total Ingersoll expense budget.
2. **Facilities:** The facilities program includes seasonal staff, utilities, maintenance contracts, building repairs, equipment repairs, operating supplies, janitorial supplies, postage, telephone, safety equipment, and non-operating expenses for Ingersoll facilities. This program accounts for 63% of the total Ingersoll expense budget.
3. **Programming:** Design, plan, organize, implement, supervise, and evaluate all internal recreation programming. The programming program includes revenues from internal programming. This program accounts for 4% of the total Ingersoll revenue projection.
4. **Revenues:** This program includes revenues from rentals, and advertisement/sponsorship. This program accounts for 96% of the total Ingersoll revenue projection.

## PROGRAM BUDGET

PROGRAM BUDGET		
PROGRAM	FTE	FY 2016 Proposed
Administration		
Salaries	1	\$47,886
Operating Supplies		\$32,849
Total		\$80,735
Facilities		
Salaries	1.23	\$27,934
Operating Supplies		\$62,420
Contracted Services		\$7,550
Non-Operating Expense		\$39,000
Total		\$136,904
Recreation Programming		
Total		\$8,640
Rental Revenue		
Total		\$206,300

## BUDGET DRIVERS

**Salaries:** Staffing levels are maintained at a minimum level in order to operate the facility. All salaries in FY16 for FT and PT staff account for \$75,820, or 35% of all expenditures.

**Utilities:** All utilities including water/sewer, electricity, and natural gas for FY16 are projected to account for \$43,000, or 18% of all expenditures.

**Non-Operating Expenses:** Debt service and depreciation for FY16 account for \$39,000, or 18% of all expenditures.



## GOALS AND OBJECTIVES

**Goal:** To make Ingersoll the preferred choice for training/practice activities within our community and surrounding areas.

- Solicit, gather and evaluate feedback from citizens about recreation services and the facility using various methods of collection (website, paper, phone, and in-person).
- Ensure feedback forms are available online and interactive.
- Use various forms of media to communicate with the public including city website, Teamsideline calendar, program brochures, local cable access channel, print media, school department distribution channels, and social media.
- Continue to work with the Recreation & Special Events Advisory Board to champion programs, activities, and events offered by, or in, the facility.

**Goal:** To operate a self-sustainable facility.

**Objectives:**

- Cultivate a strong rental clientele throughout peak and non-peak seasons.
- Develop internal recreation programs to increase recreation opportunities, as well as, supplemental revenue sources.
- Solicit and acquire sources of advertising/sponsorship revenue.
- Monitor and minimize operating expenses wherever feasible and practical.

**Goal:** To increase recreation opportunities for youth and adults.

**Objectives:**

- Research and identify opportunities for alternative and/or supplemental recreation programming for youth.
- Research and identify opportunities for alternative and/or supplemental recreation programming for adults.
- Research and identify opportunities for alternative and/or supplemental recreation programming for senior citizens.

## PERFORMANCE MEASURES AND WORKLOAD INDICATORS

PERFORMANCE MEASURES		
MEASURE	GOAL FY 2016	YTD FY 2016
1. Percentage of prime hours utilized at the facility during peak season.	65%	
2. Percentage of prime hours utilized at the facility during non-peak season.	65%	
3. Revenue in excess of expenditures	(\$2,699)	

**Ingersoll Turf**  
**Pro Forma - 65% Rental Rate**  
**DRAFT**

ESTIMATED						
	FY16	FY17	FY18	FY19	FY20	
<b>REVENUE</b>						
Sign advertisement	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	
Rental income - 65% peak hrs rental rate	\$ 191,300	\$ 244,007	\$ 251,327	\$ 258,867	\$ 266,633	
Programs	\$ 8,640	\$ 8,640	\$ 8,640	\$ 8,640	\$ 8,640	
	<b>\$ 214,940</b>	<b>\$ 267,647</b>	<b>\$ 274,967</b>	<b>\$ 282,507</b>	<b>\$ 290,273</b>	
<b>EXPENDITURES</b>						
<b>Salaries</b>						
Manager	\$ 47,886	\$ 49,323	\$ 50,802	\$ 52,326	\$ 53,896	
Building Tech	\$ 9,934	\$ 10,232	\$ 10,539	\$ 10,855	\$ 11,181	
<b>Part time Salaries</b>						
Building Attendant - Peak Season (Oct-Apr)	\$ 5,300	\$ 5,300	\$ 5,300	\$ 5,300	\$ 5,300	
Building Attendant - Peak Season (Oct-Apr)	\$ 5,300	\$ 5,300	\$ 5,300	\$ 5,300	\$ 5,300	
Building Attendant - Peak Season (Oct-Apr)	\$ 5,300	\$ 5,300	\$ 5,300	\$ 5,300	\$ 5,300	
Building Attendant - Off Peak Season (May-Sept)	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100	
Temporary assistance	\$ -	\$ -	\$ -	\$ -	\$ -	
OT-Regular	\$ -	\$ -	\$ -	\$ -	\$ -	
Uniforms	\$ -	\$ -	\$ -	\$ -	\$ -	
Health Insurance	\$ 16,047	\$ 16,528	\$ 17,024	\$ 17,535	\$ 18,061	
FICA/Medicare	\$ 5,083	\$ 5,236	\$ 5,393	\$ 5,555	\$ 5,721	
ICMA retirement	\$ 3,569	\$ 3,676	\$ 3,786	\$ 3,900	\$ 4,017	
Cafeteria plan	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	
HRA	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	
Advertising	\$ 3,000	\$ 3,090	\$ 3,183	\$ 3,278	\$ 3,377	
Professional services	\$ 1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	
Repairs - building	\$ 6,500	\$ 6,695	\$ 6,896	\$ 7,103	\$ 7,316	
Repairs - equipment	\$ 2,000	\$ 2,060	\$ 2,122	\$ 2,185	\$ 2,251	
Repairs - maintenance contracts	\$ 7,550	\$ 7,777	\$ 8,010	\$ 8,250	\$ 8,498	
Training and tuition	\$ -	\$ -	\$ -	\$ -	\$ -	
Travel - mileage reimbursement	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	
Travel - seminar costs	\$ -	\$ -	\$ -	\$ -	\$ -	
Dues and subscriptions	\$ 500	\$ 515	\$ 530	\$ 546	\$ 563	
Insurance premiums	\$ 4,600	\$ 4,738	\$ 4,880	\$ 5,027	\$ 5,177	
Office supplies	\$ 1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	
Other supplies - operating/janitorial	\$ 3,000	\$ 3,090	\$ 3,183	\$ 3,278	\$ 3,377	
Other supplies - safety equip	\$ 2,000	\$ 660	\$ 660	\$ 660	\$ 660	
Communication - postage	\$ 250	\$ 258	\$ 265	\$ 273	\$ 281	
Communication - telephone	\$ 1,320	\$ 1,360	\$ 1,400	\$ 1,442	\$ 1,486	
Utilities - water & sewer 27,500 cu.ft	\$ 2,000	\$ 2,060	\$ 2,122	\$ 2,185	\$ 2,251	
Utilities - electricity	\$ 11,000	\$ 11,330	\$ 11,670	\$ 12,020	\$ 12,381	
Utilities - natural gas	\$ 30,000	\$ 30,900	\$ 31,827	\$ 32,782	\$ 33,765	
	<b>\$ 178,639</b>	<b>\$ 181,986</b>	<b>\$ 186,814</b>	<b>\$ 191,787</b>	<b>\$ 196,909</b>	
<b>OPERATING GAIN (LOSS)</b>	<b>\$ 36,301</b>	<b>\$ 85,661</b>	<b>\$ 88,153</b>	<b>\$ 90,720</b>	<b>\$ 93,364</b>	
<b>NON-OPERATING EXPENSES</b>						
Depreciation	\$ (24,000)	\$ (24,000)	\$ (24,000)	\$ (24,000)	\$ (24,000)	
<b>DEBT SERVICE</b>	<b>\$ (15,000)</b>	<b>\$ (73,500)</b>	<b>\$ (72,000)</b>	<b>\$ (70,500)</b>	<b>\$ (69,000)</b>	
*Interest only for FY16						
<b>TOTAL NON-OPERATING EXPENSES</b>	<b>\$ (39,000)</b>	<b>\$ (97,500)</b>	<b>\$ (96,000)</b>	<b>\$ (94,500)</b>	<b>\$ (93,000)</b>	
<b>REVENUE IN EXCESS OF EXPENDITURES</b>	<b>\$ (2,699)</b>	<b>\$ (11,839)</b>	<b>\$ (7,847)</b>	<b>\$ (3,780)</b>	<b>\$ 364</b>	



**JANUARY**

- Prepare Draft Operating Budget
- Prepare Draft Program Budgets
- Prepare Draft Capital Improvement Budget
- Spring Program Planning
- Review/Prepare OSHA 300, 300A, 301 Reports for Previous Year
- Annual Safety Refresher Training
- Secure Rental Agreements
- Secure Advertising Agreements
- Review Advertising Agreements
- Turf Maintenance

**FEBRUARY**

- Prepare/Submit Operating Budget
- Prepare/Submit Program Budgets
- Prepare/Submit Capital Improvement Budget
- Spring Program Planning
- Display OSHA 300A Log
- Secure Rental Agreements
- Secure Advertising Agreements
- Turf Maintenance

**MARCH**

- Finalize Operating Budget
- Finalize Program Budgets
- Finalize Capital Improvement Budget
- Spring Program Registration
- Secure Rental Agreements
- Secure Advertising Agreements
- Turf Maintenance

**APRIL**

- Summer Program Planning
- Secure Rental Agreements
- Secure Advertising Agreements
- Review Advertising agreements
- Turf Cleaning
- Turf Maintenance

**MAY**

- Summer Program Planning
- Summer Program Registrations
- Secure Rental Agreements

- Secure Advertising Agreements
- Turf Maintenance

**JUNE**

- Final Budget Process
- Budget Carry-Forwards
- Year-End Program Financial Assessment
- End of Year Budget Closeout
- Secure Rental Agreements
- Secure Advertising Agreements
- Turf Maintenance

**JULY**

- Fall Program Planning
- Capital Improvement Project Bids
- Written Safety Program Review
- Secure Rental Agreements
- Secure Advertising Agreements
- Review Advertising Agreements
- Turf Maintenance

**AUGUST**

- Fall Program Planning
- Secure Rental Agreements
- Secure Advertising Agreements
- Turf Maintenance

**SEPTEMBER**

- Fall Program Registration
- Secure Rental Agreements
- Secure Advertising Agreements
- Turf Cleaning
- Turf Maintenance

**OCTOBER**

- Winter Program Planning
- Secure Rental Agreements
- Secure Advertising Agreements
- Review Advertising Agreements
- Turf Maintenance
- Mechanical System Preventative Maintenance

**NOVEMBER**

- Begin Draft Operating Budget
- Begin Draft Program Budgets
- Begin Draft Capital Improvement Budget
- Secure Rental Agreements



- 
- Secure Advertising Agreements
  - Turf Maintenance

### **DECEMBER**

- Prepare Draft Operating Budget
- Prepare Draft Program Budgets

- Prepare Draft Capital Improvement Budget
- Secure Advertising Agreements
- Turf Maintenance



## City Council Information Sheet

City of Auburn

**Council Meeting Date:** May 18, 2015

**Order** 38-05182015\*

**Author:** Phillip L. Crowell, Jr., Chief of Police

### **Subject: Transfer of Forfeiture Asset – Glen Barry**

**Information:** In December 2013, an Auburn Police Officer conducted a motor vehicle stop. During the stop, probable cause was established indicating the operator - Glen Barry - was operating his motor vehicle while under the influence. Mr. Barry was arrested for operating a motor vehicle while under the influence.

During the inventory of Mr. Barry's vehicle officers located and seized approximately two pounds of processed marijuana and \$3,592.62 in U.S. Currency. The money was seized as suspected drug proceeds. In addition to being charged with OUI, Mr. Barry was charged with Unlawful Trafficking in Schedule Drugs

**Advantages:** N/A

**Disadvantages:** N/A

**City Budgetary Impacts:** The State of Maine, Office of the Attorney General, seeks to transfer \$3,592.62 U.S. Currency to the Auburn Police Department.

**Staff Recommended Action:** Vote to accept the transfer of \$3,592.62.

**Previous Meetings and History:** N/A

### **Attachments:**

Memo to Interim City Manager  
Order 38-05182015



# Auburn Police Department



## Memorandum

Phillip L. Crowell  
Chief of Police

Jason D. Moen  
Deputy Chief

Rita P. Beaudry  
Executive Assistant

**To:** Howard Kroll, Interim City Manager  
**From:** Phillip L. Crowell, Jr., Chief of Police  
**Date:** May 4, 2015  
**Re:** Criminal Forfeiture Funds – Glen Barry

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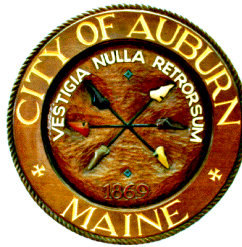
The Auburn Police Department seeks to accept the following Criminal forfeited assets:

- **Superior Court Criminal Action Docket No. CV-13-1464 – Glen Barry**

In December 2013, an Auburn Police Officer conducted a motor vehicle stop. During the stop, probable cause was established indicating the operator - Glen Barry - was operating his motor vehicle while under the influence. Mr. Barry was arrested for operating a motor vehicle while under the influence.

During the inventory of Mr. Barry's vehicle officers located and seized approximately two pounds of processed marijuana and \$3,592.62 in U.S. Currency. The money was seized as suspected drug proceeds. In addition to being charged with OUI, Mr. Barry was charged with Unlawful Trafficking in Schedule Drugs

Tizz E. H. Crowley, Ward One  
Robert Hayes, Ward Two  
Mary Lafontaine, Ward Three  
Adam R. Lee, Ward Four



Leroy Walker, Ward Five  
Belinda Gerry, At Large  
David Young, At Large

Jonathan P. LaBonte, Mayor

## **IN CITY COUNCIL**

### **ORDER 38-05182015**

ORDERED, that the municipality of Auburn, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) and § 5826(6) to the transfer of the above captioned Defendant (Glen Barry) In Rem (\$3,592.62 U.S. Currency), or any portion thereof, on the grounds that the Auburn Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the municipality of Auburn, Maine does hereby approve of the transfer of the Defendant (Glen Barry) In Rem (\$3,592.62 U.S. Currency), or any portion thereof, pursuant to 15 M.R.S.A. § 5824(3) and § 5826(6) by vote of the Auburn municipal legislative body on or about May 18, 2015.



## City Council Information Sheet

City of Auburn

**Council Meeting Date:** May 18, 2015

**Order** 39-05182015\*

**Author:** Phillip L. Crowell, Jr., Chief of Police

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### **Subject: Transfer of Forfeiture Asset – Garrett Griffin**

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**Information:** In June 2014, Maine Drug Enforcement Agents conducted a covert operation in a downtown neighborhood of the City of Auburn. As a result, two suspects were arrested.

One of the suspects, Garrett Griffin was arrested and charged with two counts of Aggravated Trafficking in Schedule W Drugs (Heroin and Crack Cocaine); Class A. During the search of Mr. Griffin, \$4,932.00 in U.S. Currency was located and seized as suspected proceeds from the illegal sale of drugs. Mr. Griffin's 2005 Saab was also seized due to the fact it was used in the commission of the crime.

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**Advantages:** N/A

**Disadvantages:** N/A

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**City Budgetary Impacts:** The State of Maine, Office of the Attorney General, seeks to transfer \$4,932.00 U.S. Currency and one 2005 Saab 9-3 vehicle to the Auburn Police Department.

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**Staff Recommended Action:** Vote to accept the transfer of \$4,932.00 and one 2005 Saab 9-3 vehicle.

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**Previous Meetings and History:** N/A

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**Attachments:**

Memo to Interim City Manager  
Order 39-05182015



# Auburn Police Department



## Memorandum

Phillip L. Crowell  
Chief of Police

Jason D. Moen  
Deputy Chief

Rita P. Beaudry  
Executive Assistant

**To:** Howard Kroll, Interim City Manager  
**From:** Phillip L. Crowell, Jr., Chief of Police  
**Date:** May 4, 2015  
**Re:** Criminal Forfeiture Funds – Garrett Griffin

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The Auburn Police Department seeks to accept the following Criminal forfeited assets:

- **Superior Court Criminal Action Docket No. CV-15- and CR-15 – Garrett Griffin**

In June 2014, Maine Drug Enforcement Agents conducted a covert operation in a downtown neighborhood of the City of Auburn. As a result, two suspects were arrested.

One of the suspects, Garrett Griffin was arrested and charged with two counts of Aggravated Trafficking in Schedule W Drugs (Heroin and Crack Cocaine); Class A. During the search of Mr. Griffin, \$4,932.00 in U.S. Currency was located and seized as suspected proceeds from the illegal sale of drugs. Mr. Griffin's 2005 Saab was also seized due to the fact it was used in the commission of the crime.

Tizz E. H. Crowley, Ward One  
Robert Hayes, Ward Two  
Mary Lafontaine, Ward Three  
Adam R. Lee, Ward Four



Leroy Walker, Ward Five  
Belinda Gerry, At Large  
David Young, At Large

Jonathan P. LaBonte, Mayor

## **IN CITY COUNCIL**

### **ORDER 39-05182015**

ORDERED, that the municipality of Auburn, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) and § 5826(6) to the transfer of the above captioned Defendant (Garrett Griffin) In Rem #1 (\$4,932.00), and one 2005 Saab 9-3 VIN #YS3FB49S751054079 In Rem #2 or any portion thereof, on the grounds that the Auburn Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the municipality of Auburn, Maine does hereby approve of the transfer of the Defendant (Garrett Griffin) In Rem #1 and #2 , or any portion thereof, pursuant to 15 M.R.S.A. § 5824(3) and § 5826(6) by vote of the Auburn municipal legislative body on or about May 18, 2015.

Office of the Mayor  
CITY OF AUBURN



PROCLAMATION– MAINE ARBOR WEEK

**Whereas;** In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and this holiday called Arbor Day was first observed with the planting of a million trees in Nebraska, and

**Whereas,** May 17<sup>th</sup> to May 23<sup>rd</sup>, 2015 is Maine Arbor Week

**Whereas,** Trees can reduce the erosion of our precious topsoil, cut heating and cooling cost, moderate the temperature, clean the air, provide life-giving oxygen and provide habitat for wildlife.

**Whereas,** Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community.

**Whereas,** Trees, wherever they are planted, are a source of joy and spiritual renewal.

**Now, therefore,** I, Jonathan P. LaBonté , Mayor of the City of Auburn, by virtue of the authority vested in me, do hereby proclaim May 17<sup>th</sup> to May 23<sup>rd</sup>, 2015 as the celebration of Maine Arbor Week in the City of Auburn, and I urge all citizens to celebrate Maine Arbor Week and support efforts to protect our trees and woodlands.

**Further,** I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Auburn, Maine to be fixed this 18th day of May, 2015.

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Jonathan P. LaBonté, Mayor of Auburn



**CITY OF AUBURN  
NOTICE OF PUBLIC HEARING**

Pursuant to Section 8.13 of the City Charter, notice is hereby given that the Auburn City Council will hold a public hearing on Monday, May 18, 2015, at 7:00 p.m. in the Council Chambers, Auburn Hall, 60 Court Street on a proposed order reallocating \$766,000 of unspent proceeds from various City General Obligation Bonds to a portion of the Capital Improvement Projects for FY 16.

Following the public hearing, the City Council expects to conduct the second reading and take final action on the order at the same June 1, 2015 meeting.

The order is available for inspection at the City Clerk's office during regular business hours.



## City Council Information Sheet

City of Auburn

**Council Workshop or Meeting Date:** 5-18-2015

Order 40-05182015

**Author:** Jill Eastman, Finance Director

**Subject:** ORDER - AUTHORIZING REALLOCATION OF GENERAL OBLIGATION BONDS

**Information:** This is the order authorizing the reallocation of \$766,000 in unused bond funds to finance a portion of the FY 15-16 Capital Improvement Projects. (list attached)

**Advantages:** These unused bond proceeds will provide funding for a portion of the FY 15-16 Capital Improvement projects.

**Disadvantages:** N/A

**City Budgetary Impacts:** N/A

**Staff Recommended Action:** 1<sup>st</sup> reading and public hearing on the Reallocation Bond Order, second reading will be scheduled June 1, 2015.

**Previous Meetings and History:** Joint Council and School Committee workshop on 2/23/15 and Council Workshop 4/21/15.

**Attachments:**

- Order
- Notice of Public Hearing

Tizz E.H. Crowley, Ward One  
Robert P. Hayes, Ward Two  
Mary J.K. Lafontaine, Ward Three  
Adam R. Lee, Ward Four



Jonathan P. LaBonté, Mayor

Leroy G. Walker, Sr., Ward Five  
Belinda A. Gerry, At-Large  
David C. Young, At-Large

**Order 40-05182015**

**TITLE: ORDER - Reallocating Unspent Proceeds from the City's General Obligation Bonds.**

WHEREAS, the City of Auburn issued General Obligation Bonds in various amounts for various projects; and

WHEREAS, there remain unspent proceeds of the Bonds borrowed for multiple capital improvements, \$766,000 of which excess proceeds the City Council desires to reappropriate and reallocate to be used for the projects listed below;

<b>CITYWIDE TEN YEAR</b>			
<b>CAPITAL IMPROVEMENT PLAN FY 16 Unallocated</b>			
	<b>Description</b>		<b>Unallocated Bond Proceeds</b>
<b>Airport</b>	<b>Terminal Aircraft Parking Apron</b>		<b>\$ 15,500</b>
<b>Fire</b>	<b>Vehicle Replacement-Command Vehicle</b>		<b>\$ 56,000</b>
<b>GFTV</b>	<b>Video Production Equipment-Auburn Hall</b>		<b>\$ 29,000</b>
<b>LATC</b>	<b>Bus Replacement</b>		<b>\$ 40,000</b>
<b>Public Works</b>	<b>Asphalt Reclaimer Replacement</b>		<b>\$ 35,000</b>
<b>Public Works</b>	<b>Salt Brine Maker</b>		<b>\$ 115,000</b>
<b>School Department</b>	<b>School Department</b>		<b>\$ 475,500</b>
<b>TOTAL CIP</b>			<b>\$ 766,000</b>

NOW, THEREFORE, by the City Council of the City of Auburn, be it hereby ORDERED:

THAT the excess proceeds of the Bonds, in the amount of \$766,000 be and hereby are appropriated from the amount borrowed as part of various Bonds to finance the costs of the projects listed above.

THAT the City's Finance Director / Treasurer be, and hereby is, authorized and empowered in the name and on behalf of the City, to do or cause to be done all such acts and things, and to execute and deliver, all such financing documents, certificates, and other documents as may be necessary or advisable, with the advice of counsel for the City, to carry out the provisions of this Order, as may be necessary or desirable.

A Public Notice describing the repurposing of these Bond proceeds borrowed for Various Projects to the list above was published on or before May 4, 2015, in the Lewiston Sun-Journal, a daily newspaper published in the City of Auburn and in Androscoggin County.

A public hearing was held on May 18, 2015.

**CITY OF AUBURN  
NOTICE OF PUBLIC HEARING**

Pursuant to Section 8.13 of the City Charter, notice is hereby given that the Auburn City Council will hold a public hearing on Monday, May 18, 2015, at 7:00 p.m. in the Council Chambers, Auburn Hall, 60 Court Street on a proposed order authorizing the City's general obligation bonds in the amount of \$5,700,000 to finance the City's FY16 Capital Improvement Program.

Following the public hearing, the City Council expects to conduct the second reading and take final action on the order at its June 1, 2015 meeting.

The order is available for inspection at the City Clerk's office during regular business hours.



## City Council Information Sheet

City of Auburn

**Council Workshop or Meeting Date:** 5-18-2015

**Order** 41-05182015

**Author:** Jill Eastman, Finance Director

**Subject:** ORDER - AUTHORIZING ISSUANCE OF GENERAL OBLIGATION BONDS AND A TAX LEVY THEREFOR

**Information:** This is the order authorizing the sale of \$5,700,000 in General Obligation Bonds to finance the FY 15-16 Capital Improvement Projects. (list attached)

**Advantages:** These 5.7 million dollar bonds will provide funding for the FY 15-16 Capital Improvement projects and also help to begin reducing the total outstanding debt of the City, by issuing less debt than we are retiring in.

**Disadvantages:** The total requests for Capital Improvements were over \$20 million (including the School Department), and by not funding a larger portion of the requests, infrastructure, facilities and equipment continue to deteriorate.

**City Budgetary Impacts:** N/A

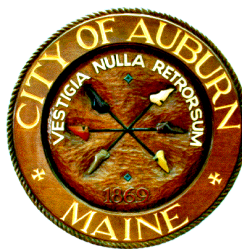
**Staff Recommended Action:** 1<sup>st</sup> reading and public hearing on the General Obligation Bond Order, second reading will be scheduled June 1, 2015.

**Previous Meetings and History:** Joint Council and School Committee workshop on 2/23/15 and Council Workshop 4/21/15.

**Attachments:**

- Order
- Notice of Public Hearing

Tizz E. H. Crowley, Ward One  
Robert Hayes, Ward Two  
Mary Lafontaine, Ward Three  
Adam R. Lee, Ward Four



Jonathan P. LaBonte, Mayor

Leroy Walker, Ward Five  
Belinda Gerry, At Large  
David Young, At Large

## Order 41-05182015

### TITLE: ORDER - AUTHORIZING ISSUANCE OF GENERAL OBLIGATION BONDS AND A TAX LEVY THEREFOR

**Be It Ordered by the Auburn City Council**, following a public hearing duly called and held as required by Article 8, Section 8.13 of the Auburn City Charter, that there be and hereby is authorized the issuance and sale of the City's general obligation bonds and notes in anticipation thereof on either a taxable or a tax-exempt basis in the amount of \$5,700,000, the proceeds of which, including premium, if any, and investment earnings thereon, are hereby appropriated to finance the following capital equipment and capital improvements (including costs of issuance for the bonds), all constituting part of the City's FY16 Capital Improvement Program:

CITYWIDE TEN YEAR			
CAPITAL IMPROVEMENT PLAN FY 16 BONDS			
	Description		Bonded General Fund
Airport	Grant Match		\$ 50,000
Facilities	Center St Fire Station-Natural Gas Conversion		\$ 95,000
Facilities	Fire-Engine 2 Efficiency Upgrades		\$ 65,000
Library	Masonry Repair		\$ 60,000
Engineering	Reconstruction		\$ 1,000,000
Engineering	Reclamation/Resurfacing		\$ 1,000,000
Engineering	Major Drainage		\$ 500,000
Engineering	MDOT Match		\$ 700,000
Engineering	Sidewalks		\$ 200,000
Parks	Replace Playground & Street Furniture		\$ 40,000
Parks	Renovation of Pettingill Baseball Fields		\$ 93,000
Public Works	Front End Loader Replacement		\$ 255,000
Public Works	One Ton Truck Replacements		\$ 130,000
Public Works	Backhoe Bucket Loader Replacement		\$ 137,500
Public Works	Tracked Excavator Replacement		\$ 225,000
Public Works	Tractor Replacement (hauling heavy equipment)		\$ 50,000
Recreation	Asbestos Abatement & Window Replacement - Hasty		\$ 75,000
School Department	School Department		\$ 1,024,500
<b>TOTAL CIP</b>			<b>\$ 5,700,000</b>

THAT the bonds and notes authorized hereunder shall be signed by the City's Finance Director and its Treasurer, attested by the City Clerk under the seal of the City. A tax levy is hereby provided for each fiscal year that the bonds authorized hereunder remain outstanding to meet the annual installments of principal and interest as may accrue in each respective year. The bonds and notes may be issued at one time or from time to time, either singly or in series, and the authority and discretion to fix method of sale, issue date, maturities, denominations, interest rate, place of payment, form and other details of said bonds and notes, and to take all

Tizz E. H. Crowley, Ward One  
Robert Hayes, Ward Two  
Mary Lafontaine, Ward Three  
Adam R. Lee, Ward Four



Jonathan P. LaBonte, Mayor

Leroy Walker, Ward Five  
Belinda Gerry, At Large  
David Young, At Large

other actions and to sign and deliver all other documents, certificates and agreements in order to provide for the sale thereof is hereby delegated to the City's Finance Director.

THAT in order to finance temporarily the projects described above, the Finance Director is authorized to expend up to \$5,700,000 either from available funds of the City or from the proceeds of bond anticipation notes which would be reimbursed or refinanced from bond proceeds.

THAT the bonds and notes authorized hereunder may be made subject to call for redemption, either with or without premium, on such terms as may be determined by the Finance Director.

THAT the authority and discretion to designate the bond or notes authorized hereunder, or a portion thereof, as qualified tax-exempt obligations under Section 265 of the Internal Revenue Code of 1986, as amended, is hereby delegated to the Finance Director.

THAT the City's Finance Director, Treasurer, Clerk, and other proper officials of the City be, and hereby are, authorized and empowered in its name and on its behalf to do or cause to be done all such acts and things, and to execute, deliver, file, approve, and record all financing documents, contracts, agreements, certificates, preliminary and final official statements, tax certificates and other documents as may be necessary or advisable, with the advice of counsel for the City, to carry out the provisions of this order, as may be necessary or desirable.

THAT if the Finance Director, Treasurer, or Clerk are for any reason are unavailable to approve and execute the bonds or any related financing documents, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, is authorized to act for such official with the same force and effect as if such official had himself or herself performed such act.

THAT the authority to issue the bonds or notes authorized hereunder shall automatically expire 2 years from the approval of this Order.

THAT this order is a declaration of official intent pursuant to Treas. Reg. § 1.150-2 and shall be kept available for public inspection during reasonable business hours at the office of the City Clerk.

A Public Notice describing the general purpose of the borrowing and the terms thereof was published on or before May 4, 2015, in the Lewiston Sun-Journal, a daily newspaper published in the City of Auburn and in Androscoggin County.

A public hearing was held on May 18, 2015.



## City Council Agenda Information Sheet

City of Auburn

**Council Meeting Date:** May 18, 2015

**Order** 42-05182015

**Author:** Roland G. Miller

**Subject:** Lease of two small buildings at the Auburn Intermodal Site (233 Lewiston Junction Road)

**Information:** Power & Construction Group is a current tenant (storage for utility poles) on the property. They wish to expand their lease to include two small buildings on the site. Building #1 is at the entrance and serves as a check in station for the yard and Building #2 is a small drive through building for emergency equipment repair. The lease is month to month.

Tenant has agreed to paint the inside of the gatehouse building, pay all utilities and pay \$650 per month for the use of the two buildings. This arrangement has been reviewed with the St. Lawrence & Atlantic Railroad. They requested that, if they are able to attract container intermodal traffic, a 60 day notice to vacate (new lease would be drafted with the railroad) would be included and this instrument reflects satisfaction of that request.

**Pro's & Con's:** Auburn receives rent, tenant pays all utilities and will paint the inside of the gatehouse.

**Financial:** Additional rental income

**Action Requested at this Meeting:** Authorize the City Manager to finalize and execute a lease for the use of two buildings at the intermodal site with Power & Construction Group.

**Previous Meetings and History:** Workshop 5/11

### Attachments:

Lease  
Map  
Order 42-05182015



## LEASE AGREEMENT

This Lease Agreement made and entered into this \_\_\_\_\_ day of May, 2015, by and between the **CITY OF AUBURN**, a municipality organized and existing under the laws of the State of Maine (hereinafter referred to as the "Landlord") and **POWER & CONSTRUCTION GROUP, INC.** of 90 West River Road, Scottsville, New York 14556 (hereinafter referred to as the "Tenants").

1. Demised Premises: Landlord, in consideration of the rent to be paid and the covenants and agreements to be performed by Tenants, does hereby rent to Tenants, and Tenants do hereby rent and take from Landlord, the land and two buildings located at the property formerly known as the Maine Intermodal facility on **Lewiston Junction Road, Auburn, Maine** (hereinafter called the "Premises").

2. Term of Lease: The term of the Agreement is month-to-month, commencing \_\_\_\_\_, and shall automatically renew for additional one (1) month terms unless terminated by either party by written notice at least sixty (60) days prior to the effective termination date.

3. Rent: Tenants agree to pay to Landlord as rent for the Premises the sum of Six Hundred Fifty Dollars (\$650.00) per month, in advance, commencing with the date hereof, provided, however, that if the term hereof shall commence on a date other than the first day of a month, rental shall be prorated for such months based on a thirty (30) day month. Said monthly rental shall continue through the term of this Lease, and such rental shall be payable on the first day of each calendar month during said term.

4. Use of Premises: The Premises shall be used for business purposes only, and for no other purpose. Tenants will not use the Premises for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable laws and ordinances. Tenants are leasing the premises for the purpose of office space for other business activities located nearby, consisting of storage and staging of utility poles.

5. Utilities: The Tenants shall pay, or cause to be paid, all charges for electricity, telephone, propane (heat), or other utility service used in or rented or supplied to the Premises throughout the term of this Lease, and shall indemnify the Landlord

and hold the Landlord harmless from liability or damages on such account.

6. Snow Removal: The Tenants agree to keep and maintain the passageway to the buildings on the Premises free and clear of snow and ice at all times so that the Premises are accessible to or by the Tenants or others.

7. Repairs and Maintenance: The Premises are leased "as is" and the Tenants shall, at all times during the Lease term, at Tenants' own expense, maintain in good condition all buildings, improvements on the Premises, both inside and outside, structural and non-structural, and shall keep the Premises neat, clean and sanitary, and shall dispose of all rubbish, garbage, and other organic or flammable waste in a clean, safe and sanitary manner. The Tenants further agree to promptly replace all glass or screens damaged or broken during the term of this lease at Tenants' expense. The Tenants also agree that no furnishings or fixtures shall be affixed to the walls or floors of the building or the buildings on the Premises in such manner as to be difficult to remove or in such manner that damage would be caused to the Premises upon removal. Tenants further agree to reimburse the Landlord for all expenses or costs of repairing any damage caused to the Premises by the Tenants, ordinary wear and tear excepted.

Tenant further agrees to paint the interior of the easterly of the two buildings, known as the "gate house", prior to occupancy

8. Alterations and Improvements: The Premises are leased "as is" and the Landlord shall not be responsible for the future condition thereof. The Tenants shall make no alterations, changes, renovations or improvements to the Premises without the prior written consent of the Landlord. Any such alterations, changes, renovations or improvements shall become the property of the Landlord at the termination or expiration of this Lease. Before undertaking any such alterations, changes, renovations or improvements permitted by the Landlord, Tenants shall furnish the Landlord with the names and addresses of any party who will furnish labor or material relating to such alterations, changes, renovations or improvements, to the end that the Landlord may take steps to insure the fact that no lien will attach to the Premises. Any such alterations, changes, renovations or improvements shall be at Tenants' sole expense and Tenants shall indemnify and save the Landlord harmless of and from all claims, including liens, relating

thereto and all expenses incurred by Landlord for same, including reasonable attorney's fees.

9. Assignment and Subletting: Tenants agree not to assign this Lease or to sublet the Premises or any part thereof, without the written consent of the Landlord.

10. Insurance: Tenants, at their sole expense, shall maintain insurance against liability for bodily injury and property damage in amounts and in forms of insurance policies as may from time to time be required by the Landlord. Tenants shall also insure their personal property in an amount covering full replacement value of all personal property owned by Tenants. All insurances required by this section shall be carried in favor of the Landlord and Tenants, and shall name Landlord as an additional insured.

The Tenants will obtain All Risks coverage insurance covering the Premises against loss or damage by fire and against loss or damage by other risks now or hereafter embraced by "extended coverage", so called, in an amount not less than the full replacement cost of all improvements and buildings on the Premises without deduction of depreciation. The policy will be primary, and include a waiver of subrogation endorsement for the benefit of Landlord and its insurance carriers.

Upon request, Tenants shall furnish to the Landlord a proper certificate evidencing that the Tenants, or any person employed by Tenants to provide labor at the premises, have procured and are maintaining in full force all insurance required to be carried by Tenants and Landlord, and if Tenants fail to do so, the Landlord may obtain all required insurance and Tenants shall pay the cost thereof, upon demand.

Tenants will do nothing and permit nothing to be done on the Premises which will contravene any fire or other insurance policy covering the same. If Tenants' use or occupancy of the Premises increases the premium on any fire or other insurance policy, Tenants shall pay such increase as additional rent.

11. Access to Premises/Inspection: Tenants shall permit the Landlord or its agent, to enter the Premises at all reasonable times to inspect the Premises or to make repairs that Tenants may neglect or refuse to make, and also to show the Premises to

prospective buyers and tenants, and to keep affixed in suitable places, notices of letting and selling.

12. Surrender: Tenants will, upon the termination of this Lease, surrender the Premises and all fixtures and equipment of Landlord therein in good, clean and operating condition, and in the same condition as when received, ordinary wear and tear excepted. Tenants shall indemnify Landlord for all damages to the Premises caused by authorized or unauthorized renovations or alterations and shall pay all expenses to return the Premises to at least the condition at the commencement of this Lease, normal wear and tear excepted. Tenants shall at the time of vacating the Premises, clean the Premises, including and without limitation any appliances owned by Landlord, and remove all trash from the Premises. If such cleaning or removal of trash is not accomplished by Tenants, action deemed necessary by Landlord to accomplish the same shall be taken by Landlord at the Tenants' expense. Upon vacating the Premises, Tenants shall deliver all keys thereto to Landlord within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenants for changing the locks.

13. Subordination: This Lease and all rights of Tenants hereunder shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter effect the Premises, or any part thereof, and to any and all renewals. Tenants shall execute, acknowledge, and deliver to Landlord, without expense to Landlord, any and all instruments that may be necessary or proper to subordinate this Lease and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification or extension, and if Tenants shall fail at any time to execute, acknowledge, and deliver any such subordination instrument, the Landlord, in addition to any other remedies available and consequence thereof, may execute, acknowledge, and deliver the same as Tenants' attorney in fact and in Tenants' name. Tenants hereby irrevocably constitute and appoint the Landlord, its successors and assigns, their attorney in fact for that purpose.

14. Injury and Damage: Landlord shall not be responsible for loss, damage or injuries to the Tenants, or the agents, invitees or licensees of the Tenants, or their property, from any source whatsoever.

15. Indemnification: Tenants agree to save Landlord harmless and indemnify it from any liability for injury, loss, accident or damage to any person or property, and from any claims, actions,

proceedings, and costs in connection therewith, including reasonable counsel fees, arising from omission, fault, negligence or other misconduct of Tenants, or arising from any use made or thing done by Tenants, its officers, employees, agents and invitees on or about the Premises, or otherwise occurring thereon.

16. Destruction of Premises: In the event that the building or buildings upon the Premises, or any part thereof, during the said term is destroyed or damaged by fire or unavoidable casualty as to be unfit for occupation or use, then the rent herein before set forth, or a fair and just proportion according to the nature and extent of the damage sustained, shall be suspended or abated until the same Premises shall have been rebuilt and put in proper condition for use and occupation by the Landlord. Subject, however, that the Landlord, at its election, upon written notice to be given within ninety (90) days after such destruction may notify the Tenants that the term is ended.

17. Condemnation: Landlord reserves and accepts all rights to damages to the Premises occurring to it in case of the exercise of eminent domain. All right to damages suffered by the Tenants created by reason of the taking of the fixtures which Tenants are entitled to remove shall vest solely in the Tenants and shall be the Tenants' sole responsibility to take action for the recovery thereof.

18. Default: In the event of any failure of Tenants to pay any rent or other sums when due hereunder, or in the event of Tenants' default in performing any of the other terms, conditions or covenants of this Lease to be observed or performed by Tenants, or if Tenants shall falsify any report required to be furnished to Landlord pursuant to the terms of this Lease, or if the Tenants shall vacate or desert the Premises, or if a petition in bankruptcy shall be filed by or against the Tenants, and the same is not dismissed within thirty (30) days, or if a receiver or similar officer becomes entitled to this leasehold and it is not returned to Tenants within thirty (30) days, or if Tenants' interest in this Lease is taken on execution or other process of law at any action against Tenants, then this Lease shall immediately terminate and Landlord shall notify Tenants in writing of said termination. Upon notice to the Tenants, Landlord may commence a forcible entry and detainer action pursuant to Maine law.

19. Time is of the Essence: Time is of the essence in this Lease, and all terms and covenants herein are conditions.

20. Laws of Maine: The laws of the State of Maine shall govern the validity, performance and enforcement of this Lease.

21. Savings Clause: The invalidity or unenforceability of any provision of this Lease shall not have any effect on or impair the validity of any provisions.

22. Covenant to Bind Successors: It is agreed that the provisions, covenants and conditions herein shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, successors, heirs, devisees and assigns.

23. Total Agreement: This Lease contains the entire Agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto.

IN WITNESS WHEREOF, the above parties have hereunto set their hands and seal the date first above written.

**LANDLORD:**

**CITY OF AUBURN, MAINE**

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

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

**TENANTS:**


**POWER & CONSTRUCTION GROUP, INC.**

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

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



# 233 Lewiston Junction Road



**City of Auburn**  
60 Court St  
Auburn, ME 04210  
[www.auburnmaine.gov](http://www.auburnmaine.gov)  
207-333-6601





0 50 100 200 Feet

- Primary Location
- Secondary Location
- Previous Lease Area

This map was created by Auburn's GIS Department. While every effort has been made to ensure that these data are accurate and reliable, the City of Auburn cannot accept responsibility for any errors, omissions, or outdated information. Users of the information displayed on this map are strongly cautioned to verify all information before making any decisions.



Tizz E. H. Crowley, Ward One  
Robert Hayes, Ward Two  
Mary Lafontaine, Ward Three  
Adam R. Lee, Ward Four



Leroy Walker, Ward Five  
Belinda Gerry, At Large  
David Young, At Large

Jonathan P. LaBonte, Mayor

## **IN CITY COUNCIL**

### **ORDER 42-05182015**

**ORDERED**, that the Acting City Manager is authorized to finalize and execute a lease for the use of two buildings at the intermodal site with Power & Construction Group.



## City Council Agenda Information Sheet

City of Auburn

**Council Meeting Date:** May 18, 2015

**Order** 43-05182015

**Author:** Roland G. Miller

**Subject:** Land Lease at the Auburn Intermodal Site (233 Lewiston Junction Road) to Hawkeye Elecnor Group

**Information:** Hawkeye Elecnor Group won the bid for the Lewiston Loop project to upgrade the electrical distribution network. They need a construction lay-down yard for the project. They wish to lease approximately 4 acres. The lease is for 6 months, with a tenant at will month to month continuation possible. The monthly rent will be \$1,700.

This proposal has been reviewed with representatives of the St. Lawrence & Atlantic Railroad Company and contingencies have been built into the lease if containerized intermodal traffic needs the "Customs Area".

**Pro's & Con's:** The City of Auburn will receive at least \$10,200 rent over the next 6 months, have the gate to the "Customs Area" repaired and have all utility services paid by the tenant.

**Financial:** Auburn receives the rental revenue without incurring any expenses.

**Action Requested at this Meeting:** Authorize the City Manager to finalize and execute a land lease with Hawkeye Elecnor Group.

**Previous Meetings and History:** Workshop 5/11

**Attachments:**

Lease  
Map of area  
Order 43-05182015

## LEASE AGREEMENT

This Lease Agreement made and entered into this \_\_\_\_\_ day of May, 2015, by and between the **CITY OF AUBURN**, a municipality organized and existing under the laws of the State of Maine (hereinafter referred to as the "Landlord") and **Hawkeye Elecnor Group** of Sanford, County of York, State of Maine (hereinafter referred to as the "Tenants").

1. Demised Premises: Landlord, in consideration of the rent to be paid and the covenants and agreements to be performed by Tenants, does hereby rent to Tenants, and Tenants do hereby rent and take from Landlord, land located at the property formerly known as the Maine Intermodal facility at **233 Lewiston Junction Road, Auburn, Maine**, consisting of the "customs area", so called, and an area of the main yard consisting of 4 acres  $\pm$ , and more specifically described in Exhbiit A attached hereto (hereinafter called the "Premises").

2. Term of Lease: The term of the Agreement is six (6) months, commencing \_\_\_\_\_, 2015, and terminating on \_\_\_\_\_, 2015, and shall automatically renew for additional one (1) month terms unless terminated by either party by written notice at least ten (10) days prior to the termination of the current term.

Landlord reserves the right to change the demised Premises, upon thirty (30) days written notice to Tenant, by removing the "customs area" from the Premises and substituting an equal area within the main yard, so that the demised Premises shall remain 4 acres  $\pm$ .

3. Rent: Tenants agree to pay to Landlord as rent for the Premises the sum of One Thousand Seven Hundred Dollars (\$1,700.00) per month, in advance, commencing with the date hereof, provided, however, that if the term hereof shall commence on a date other than the first day of a month, rental shall be prorated for such months based on a thirty (30) day month. Said monthly rental shall continue through the term of this Lease, and such rental shall be payable on the first day of each calendar month during said term.

4. Use of Premises: The Premises shall be used for business purposes only, and for no other purpose. Tenants will not use the Premises for any disorderly or unlawful purposes or in any manner

offensive to others and will comply with all applicable laws and ordinances. Tenants are leasing the premises for the purpose of material storage and construction lay down yard.

5. Utilities: The Tenants shall pay, or cause to be paid, all charges for electricity, telephone, or other utility service used in or rented or supplied to the Premises throughout the term of this Lease, and shall indemnify the Landlord and hold the Landlord harmless from liability or damages on such account. Tenant is responsible for bringing utilities onto the site, procuring all permits for electrical service, and maintaining all lighting currently existing or installed by Tenant on the Premises, at Tenant's sole cost and expense.

6. Snow Removal: The Tenants agree to keep and maintain the access road on the Premises free and clear of snow and ice at all times so that the Premises are accessible to or by the Tenants or others.

7. Repairs and Maintenance: The Premises are leased "as is" and the Tenants shall, at all times during the Lease term, at Tenants' own expense, maintain in good condition all improvements on the Premises, both inside and outside, structural and non-structural, and shall keep the Premises neat, clean and sanitary, and shall dispose of all rubbish, garbage, and other organic or flammable waste in a clean, safe and sanitary manner. Tenants further agree to reimburse the Landlord for all expenses or costs of repairing any damage caused to the Premises by the Tenants, ordinary wear and tear excepted. Tenant further agrees to repair and maintain the locking gate at the entrance to the "customs area" prior to taking possession.

8. Alterations and Improvements: The Premises are leased "as is" and the Landlord shall not be responsible for the future condition thereof. The Tenants shall make no alterations, changes, renovations or improvements to the Premises without the prior written consent of the Landlord. Any such alterations, changes, renovations or improvements shall become the property of the Landlord at the termination or expiration of this Lease. Before undertaking any such alterations, changes, renovations or improvements permitted by the Landlord, Tenants shall furnish the Landlord with the names and addresses of any party who will furnish labor or material relating to such alterations, changes, renovations or improvements, to the end that the Landlord may take steps to insure the fact that no lien will attach to the Premises. Any such

alterations, changes, renovations or improvements shall be at Tenants' sole expense and Tenants shall indemnify and save the Landlord harmless of and from all claims, including liens, relating thereto and all expenses incurred by Landlord for same, including reasonable attorney's fees.

9. Assignment and Subletting: Tenants agree not to assign this Lease or to sublet the Premises or any part thereof, without the written consent of the Landlord.

10. Insurance: Tenants, at their sole expense, shall maintain insurance against liability for bodily injury and property damage in amounts and in forms of insurance policies as may from time to time be required by the Landlord. Tenants shall also insure their personal property in an amount covering full replacement value of all personal property owned by Tenants. All insurances required by this section shall be carried in favor of the Landlord and Tenants, and shall name Landlord as an additional insured.

Upon request, Tenants shall furnish to the Landlord a proper certificate evidencing that the Tenants, or any person employed by Tenants to provide labor at the premises, have procured and are maintaining in full force all insurance required to be carried by Tenants and Landlord, and if Tenants fail to do so, the Landlord may obtain all required insurance and Tenants shall pay the cost thereof, upon demand.

Tenants will do nothing and permit nothing to be done on the Premises which will contravene any fire or other insurance policy covering the same. If Tenants' use or occupancy of the Premises increases the premium on any fire or other insurance policy, Tenants shall pay such increase as additional rent.

11. Access to Premises/Inspection: Tenants shall permit the Landlord or its agent, to enter the Premises at all reasonable times to inspect the Premises or to make repairs that Tenants may neglect or refuse to make, and also to show the Premises to prospective buyers and tenants, and to keep affixed in suitable places, notices of letting and selling.

12. Surrender: Tenants will, upon the termination of this Lease, surrender the Premises and all fixtures and equipment of Landlord therein in good, clean and operating condition, ordinary wear and tear excepted. Tenants shall indemnify Landlord for all

damages to the Premises caused by authorized or unauthorized renovations or alterations and shall pay all expenses to return the Premises to at least the condition at the commencement of this Lease. Tenants shall at the time of vacating the Premises, clean the Premises, including and without limitation any appliances owned by Landlord, and remove all trash from the Premises. If such cleaning or removal of trash is not accomplished by Tenants, action deemed necessary by Landlord to accomplish the same shall be taken by Landlord at the Tenants' expense. Upon vacating the Premises, Tenants shall deliver all keys thereto to Landlord within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenants for changing the locks.

13. Subordination: This Lease and all rights of Tenants hereunder shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter effect the Premises, or any part thereof, and to any and all renewals, execute, acknowledge, and deliver to Landlord, without expense to Landlord, any and all instruments that may be necessary or proper to subordinate this Lease and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification or extension, and if Tenants shall fail at any time to execute, acknowledge, and deliver any such subordination instrument, the Landlord, in addition to any other remedies available and consequence thereof, may execute, acknowledge, and deliver the same as Tenants' attorney in fact and in Tenants' name. Tenants hereby irrevocably constitute and appoint the Landlord, its successors and assigns, their attorney in fact for that purpose.

14. Injury and Damage: Landlord shall not be responsible for loss, damage or injuries to the Tenants, or the agents, invitees or licensees of the Tenants, or their property, from any source whatsoever.

15. Indemnification: Tenants agree to save Landlord harmless and indemnify it from any liability for injury, loss, accident or damage to any person or property, and from any claims, actions, proceedings, and costs in connection therewith, including reasonable counsel fees, arising from omission, fault, negligence or other misconduct of Tenants, or arising from any use made or thing done on or about the Premises, or otherwise occurring thereon.

16. Condemnation: Landlord reserves and accepts all rights to damages to the Premises occurring to it in case of the exercise of eminent domain. All right to damages suffered by the Tenants

created by reason of the taking of the fixtures which Tenants are entitled to remove shall vest solely in the Tenants and shall be the Tenants' sole responsibility to take action for the recovery thereof.

17. Hazardous Substances:

a. In the event the existence of any hazardous or toxic substance, as those terms are defined under local, state, or federal law, is discovered or determined at the Premises that existed as of and/or prior to the date of delivery of possession of the Premises to Tenants, or was caused by Landlord, its employees, agents or invitees, which may require investigative or remedial action pursuant to any law, rule or regulation, Tenants shall notify Landlord thereof and Landlord agrees to assume complete responsibility for any investigative or remedial activity and to indemnify Tenants for all damages (including interest, penalties, fines and monetary sanctions), losses, liabilities or expenses, including without limitation, the cost of any and all professional services, including but not limited to reasonable attorneys fees and expenses, that may be incurred by Tenants as a result thereof. Notwithstanding any terms or conditions set forth in this lease to the contrary or otherwise, in the event that Landlord does not promptly, in good faith, and with due diligence remediate any such hazardous or toxic substance Tenants may, at its option, elect to (a) remediate same and forthwith offset from the rent due Landlord and any and all expenses incurred by Tenants including, but not limited to the cost of all professional services (including, but not limited to reasonable attorneys fees and expenses) and other out-of-pocket expenses, arising from or related to, the remediation of such hazardous or toxic substance, or (b) terminate this lease by notice to Landlord.

b. In the event the existence of any hazardous or toxic substance, as herein defined, is discovered or determined at the Premises, and which arose subsequent to the date of the delivery of possession of the Premises to Tenants, which was caused by Tenants, its employees, agents or invitees, the result of which may require investigative or remedial action pursuant to any law, rule or regulation, Tenants shall notify Landlord thereof and Tenants agrees to assume complete

responsibility for any investigative or remedial activity and to indemnify Landlord for all damages (including interest, penalties, fines and monetary sanctions), losses, liabilities or expenses, including, without limitation, the costs of any and all professional services, including, but not limited to, reasonable attorney's fees and expenses that may be incurred by Landlord as a result thereof. Notwithstanding any terms or conditions set forth in this lease to the contrary or otherwise, in the event that Tenants does not promptly, in good faith and with due diligence remediate any such hazardous or toxic substance, Landlord may, at its option, (a) elect to remediate same and hold Tenants liable including, but not limited to, reasonable attorney's fees and expenses and other out-of-pocket expenses arising from or related to the remediation of such hazardous or toxic substance, or (b) terminate this lease by notice to Tenants.

c. Landlord agrees to indemnify and hold harmless Tenants for any claim, suit or notice involving any damages, losses, liabilities or expenses, including, without limitation, the cost of any and all professional services (including, but not limited to, reasonable attorney's fees and expenses) and investigative or remedial efforts that may be imposed upon Tenants and that to the extent arising out of or in connection with any hazardous or toxic substance at the Premises as of and/or prior to the date of delivery of possession of the Premises to Tenants, or was caused by Landlord, its employees, agents or invitees. Tenants agrees to indemnify and hold harmless Landlord for any claim, suit or notice involving any damages, losses, liabilities or expenses, including, without limitation, the cost of any and all professional services (including, but not limited to, reasonable attorney's fees and expenses) and investigative or remedial efforts that may be imposed upon Landlord to the extent arising out of or in connection with any hazardous or toxic substance that occurs after the date of delivery of possession of the Premises to Tenants and was caused by Tenants, its employees, agents or invitees.

d. Tenant shall notify Landlord, in advance, if it intends to bring onto the Premises any hazardous substances, as defined herein. Tenant shall provide Landlord with all MSD sheets and shall also notify the Chief of the Auburn Fire Department prior to bringing hazardous substances on the Premises. Tenant shall also be solely responsible to secure



all permits, licenses, or consents required for the storage of hazardous materials on the Premises.

e. The obligations of this paragraph shall survive any termination of this lease.

18. Default: In the event of any failure of Tenants to pay any rent or other sums when due hereunder, or in the event of Tenants' default in performing any of the other terms, conditions or covenants of this Lease to be observed or performed by Tenants, or if Tenants shall falsify any report required to be furnished to Landlord pursuant to the terms of this Lease, or if the Tenants shall vacate or desert the Premises, or if a petition in bankruptcy shall be filed by or against the Tenants, and the same is not dismissed within thirty (30) days, or if a receiver or similar officer becomes entitled to this leasehold and it is not returned to Tenants within thirty (30) days, or if Tenants' interest in this Lease is taken on execution or other process of law at any action against Tenants, then this Lease shall immediately terminate and Landlord shall notify Tenants in writing of said termination. Upon notice to the Tenants, Landlord may commence a forcible entry and detainer action pursuant to Maine law.

19. Time is of the Essence: Time is of the essence in this Lease, and all terms and covenants herein are conditions.

20. Laws of Maine: The laws of the State of Maine shall govern the validity, performance and enforcement of this Lease.

21. Savings Clause: The invalidity or unenforceability of any provision of this Lease shall not have any effect on or impair the validity of any provisions.

22. Covenant to Bind Successors: It is agreed that the provisions, covenants and conditions herein shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, successors, heirs, devisees and assigns.

23. Total Agreement: This Lease contains the entire Agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto.

IN WITNESS WHEREOF, the above parties have hereunto set their hands and seal the date first above written.

**LANDLORD:**

**CITY OF AUBURN, MAINE**

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

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

**TENANTS:**


**HAWKEYE ELECNOR GROUP**

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

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



# 233 Lewiston Junction Road



**City of Auburn**  
60 Court St  
Auburn, ME 04210  
[www.auburnmaine.gov](http://www.auburnmaine.gov)  
207-333-6601





0 50 100 200 Feet

- Primary Location
- Secondary Location
- Previous Lease Area

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Tizz E. H. Crowley, Ward One  
Robert Hayes, Ward Two  
Mary Lafontaine, Ward Three  
Adam R. Lee, Ward Four



Leroy Walker, Ward Five  
Belinda Gerry, At Large  
David Young, At Large

Jonathan P. LaBonte, Mayor

## **IN CITY COUNCIL**

### **ORDER 43-05182015**

**ORDERED**, that the Acting City Manager is authorized to finalize and execute a land lease at the intermodal site with Hawkeye Elecnor Group.

# City of Auburn, Maine

*"Maine's City of Opportunity"*

## Financial Services



**TO: Howard Kroll, Acting City Manager**

**FROM: Jill Eastman, Finance Director**

**REF: April 2015 Financial Report**

**DATE: May 13, 2015**

The following is a discussion regarding the significant variances found in the City's April financial report. Please note that although the monthly financial report contains amounts reported by the School Department, this discussion is limited to the City's financial results and does not attempt to explain any variances for the School Department.

The City has completed its tenth month of the current fiscal year. As a guideline for tracking purposes, revenues and expenditures should amount to approximately 83.3% of the annual budget. However, not all costs and revenues are distributed evenly throughout the year; individual line items can vary based upon cyclical activity.

### **Revenues**

Revenues collected through April 30th including the school department were \$65,193,035, or 85.66%, of the budget. The municipal revenues including property taxes were \$49,201,849, or 91.09% of the budget which dollar wise is more than the same period last year by \$727,298. The accounts listed below are noteworthy.

- A. March 15<sup>th</sup> the second installment for real estate taxes were due. The current year tax revenue is at 96.22% as compared to 95.01% last year. Courtesy notices were sent out in April for those taxpayers that hadn't paid their taxes. The lien process will begin mid May.
- B. Excise tax for the month of April is at 92.71%. This is a \$165,790 increase from FY 14. Our excise revenues for FY15 are 9.4% above projections as of April 30, 2015. I believe that we will exceed our estimate by the end of the fiscal year.

- C. State Revenue Sharing for the month of April is 68.49% or \$1,129,735. This is a 7.42% decrease from FY 14.

### **Expenditures**

City expenditures through April 2015 were \$32,138,859 or 84.87%, of the budget. Noteworthy variances are:

- A. Tax Sharing: Tax sharing is currently at 10.76%. The tax sharing will be calculated and paid to the City of Lewiston in May.
- B. Fire Department: The Fire Department is currently at 90.18% of the budget. We will continue to closely monitor expenditures through the remainder of the fiscal year.

### **Investments**

This section contains an investment schedule as of April 30th. Currently the City's funds are earning an average interest rate of .13%. As of May, I have been able to find other investments that will yield an increase in investment income. These changes will show on the May report.

Respectfully submitted,

A handwritten signature in cursive script that reads "Jill M Eastman".

Jill M. Eastman  
Finance Director

**CITY OF AUBURN, MAINE**  
**BALANCE SHEET - CITY GENERAL FUND, WC AND UNEMPLOYMENT FUND**  
**AS of April 2015, March 2015, and June 2014**

	UNAUDITED April 30 2015	UNAUDITED March 31 2015	Increase (Decrease)	AUDITED JUNE 30 2014
<b>ASSETS</b>				
CASH	\$ 18,662,621	\$ 21,125,487	\$ (2,462,866)	\$ 5,319,835
RECEIVABLES			-	
ACCOUNTS RECEIVABLES	1,875,825	1,943,211	(67,386)	1,447,551
TAXES RECEIVABLE-CURRENT	1,713,230	2,970,268	(1,257,038)	140,913
DELINQUENT TAXES	583,267	591,640	(8,372)	533,344
TAX LIENS	569,401	612,342	(42,941)	1,390,006
NET DUE TO/FROM OTHER FUNDS	(698,317)	(1,473,877)	775,560	8,116,581
<b>TOTAL ASSETS</b>	<b>\$ 22,706,028</b>	<b>\$ 25,769,071</b>	<b>\$ (3,063,043)</b>	<b>\$ 16,948,230</b>
<b>LIABILITIES &amp; FUND BALANCES</b>				
ACCOUNTS PAYABLE	\$ (15,175)	\$ (26,225)	\$ 11,050	\$ (568,395)
PAYROLL LIABILITIES	190,776	(197,523)	388,299	-
ACCRUED PAYROLL	(505)	(505)	-	(2,480,654)
STATE FEES PAYABLE	(91,343)	(25,637)	(65,706)	-
ESCROWED AMOUNTS	(59,544)	(58,134)	(1,410)	(43,526)
DEFERRED REVENUE	(2,554,570)	(3,862,818)	1,308,249	(1,792,296)
<b>TOTAL LIABILITIES</b>	<b>\$ (2,530,360)</b>	<b>\$ (4,170,841)</b>	<b>\$ 1,640,481</b>	<b>\$ (4,884,871)</b>
FUND BALANCE - UNASSIGNED	\$ (19,084,715)	\$ (20,507,277)	\$ 1,422,562	\$ (9,895,359)
FUND BALANCE - RESTRICTED FOR WORKERS COMP & UNEMPLOYMENT	776,017	776,017	-	-
FUND BALANCE - RESTRICTED	(1,866,970)	(1,866,970)	-	(2,168,000)
<b>TOTAL FUND BALANCE</b>	<b>\$ (20,175,668)</b>	<b>\$ (21,598,229)</b>	<b>\$ 1,422,562</b>	<b>\$ (12,063,359)</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>\$ (22,706,028)</b>	<b>\$ (25,769,071)</b>	<b>\$ 3,063,043</b>	<b>\$ (16,948,230)</b>

**CITY OF AUBURN, MAINE**  
**REVENUES - GENERAL FUND COMPARATIVE**  
**THROUGH April 30, 2015 VS April 30, 2014**

REVENUE SOURCE	FY 2015 BUDGET	ACTUAL REVENUES THRU APR 2015	% OF BUDGET	FY 2014 BUDGET	ACTUAL REVENUES THRU APR 2014	% OF BUDGET	VARIANCE
<b>TAXES</b>							
PROPERTY TAX REVENUE-	\$ 43,055,996	\$ 41,429,476	96.22%	\$ 42,844,641	\$ 40,707,246	95.01%	\$ 722,230
PRIOR YEAR REVENUE	\$ -	\$ 898,199		\$ -	\$ 830,129		\$ 68,070
HOMESTEAD EXEMPTION REIMBURSEMENT	\$ 495,000	\$ 383,752	77.53%	\$ 482,575	\$ 371,573	77.00%	\$ 12,179
ALLOWANCE FOR ABATEMENT	\$ -	\$ -		\$ -	\$ -		\$ -
ALLOWANCE FOR UNCOLLECTIBLE TAXES	\$ -	\$ -		\$ -	\$ -		\$ -
EXCISE	\$ 3,185,000	\$ 2,952,933	92.71%	\$ 3,068,500	\$ 2,787,143	90.83%	\$ 165,790
PENALTIES & INTEREST	\$ 145,000	\$ 113,265	78.11%	\$ 140,000	\$ 102,334	73.10%	\$ 10,931
<b>TOTAL TAXES</b>	<b>\$ 46,880,996</b>	<b>\$ 45,777,625</b>	<b>97.65%</b>	<b>\$ 46,535,716</b>	<b>\$ 44,798,425</b>	<b>96.27%</b>	<b>\$ 979,200</b>
<b>LICENSES AND PERMITS</b>							
BUSINESS	\$ 48,300	\$ 50,438	104.43%	\$ 47,300	\$ 49,349	104.33%	\$ 1,089
NON-BUSINESS	\$ 339,300	\$ 289,906	85.44%	\$ 338,300	\$ 281,469	83.20%	\$ 8,437
<b>TOTAL LICENSES</b>	<b>\$ 387,600</b>	<b>\$ 340,344</b>	<b>87.81%</b>	<b>\$ 385,600</b>	<b>\$ 330,818</b>	<b>85.79%</b>	<b>\$ 9,526</b>
<b>INTERGOVERNMENTAL ASSISTANCE</b>							
STATE-LOCAL ROAD ASSISTANCE	\$ 440,000	\$ 397,504	90.34%	\$ 440,000	\$ 473,451	107.60%	\$ (75,947)
STATE REVENUE SHARING	\$ 1,649,470	\$ 1,129,735	68.49%	\$ 1,649,470	\$ 1,252,188	75.91%	\$ (122,453)
WELFARE REIMBURSEMENT	\$ 70,000	\$ 36,897	52.71%	\$ 53,000	\$ 53,969	101.83%	\$ (17,072)
OTHER STATE AID	\$ 22,000	\$ 3,356	15.26%	\$ 22,000	\$ 3,025	13.75%	\$ 331
CITY OF LEWISTON	\$ 155,000	\$ -	0.00%	\$ 155,000	\$ -	0.00%	\$ -
<b>TOTAL INTERGOVERNMENTAL ASSISTANCE</b>	<b>\$ 2,336,470</b>	<b>\$ 1,567,492</b>	<b>67.09%</b>	<b>\$ 2,319,470</b>	<b>\$ 1,782,633</b>	<b>76.86%</b>	<b>\$ (215,141)</b>
<b>CHARGE FOR SERVICES</b>							
GENERAL GOVERNMENT	\$ 132,040	\$ 119,413	90.44%	\$ 140,240	\$ 104,565	74.56%	\$ 14,848
PUBLIC SAFETY	\$ 485,703	\$ 322,331	66.36%	\$ 366,152	\$ 277,166	75.70%	\$ 45,165
EMS AGREEMENT(FY14)/TRANSPORT(FY15)	\$ 987,551	\$ 443,509	44.91%	\$ 100,000	\$ 83,333	83.33%	\$ 360,176
<b>TOTAL CHARGE FOR SERVICES</b>	<b>\$ 1,605,294</b>	<b>\$ 885,253</b>	<b>55.15%</b>	<b>\$ 606,392</b>	<b>\$ 465,064</b>	<b>76.69%</b>	<b>\$ 420,189</b>
<b>FINES</b>							
PARKING TICKETS & MISC FINES	\$ 26,000	\$ 56,692	218.05%	\$ 40,000	\$ 23,223	58.06%	\$ 33,469
<b>MISCELLANEOUS</b>							
INVESTMENT INCOME	\$ 10,000	\$ 2,514	25.14%	\$ 20,000	\$ 1,439	7.20%	\$ 1,075
INTEREST-BOND PROCEEDS	\$ 2,000	\$ -	0.00%	\$ 2,000	\$ -	0.00%	\$ -
RENTS	\$ 122,000	\$ -	0.00%	\$ 122,000	\$ 121,827	99.86%	\$ (121,827)
UNCLASSIFIED	\$ 20,000	\$ 12,510	62.55%	\$ 17,500	\$ 106,499	608.57%	\$ (93,989)
SALE OF RECYCLABLES	\$ -	\$ -		\$ 4,800	\$ -	0.00%	\$ -
COMMERCIAL SOLID WASTE FEES	\$ -	\$ 41,532		\$ -	\$ 41,621		\$ (90)
SALE OF PROPERTY	\$ 20,000	\$ 2,333	11.67%	\$ 20,000	\$ 69,728	348.64%	\$ (67,395)
RECREATION PROGRAMS/ARENA	\$ -	\$ -		\$ -	\$ -		\$ -
MMWAC HOST FEES	\$ 206,000	\$ 174,383	84.65%	\$ 204,000	\$ 171,494	84.07%	\$ 2,889
9-1-1 DEBT SERVICE REIMBURSEMENT	\$ -	\$ -		\$ -	\$ -	0.00%	\$ -
TRANSFER IN: TIF	\$ 500,000	\$ -	0.00%	\$ 520,000	\$ 520,000	100.00%	\$ (520,000)
TRANSFER IN: POLICE	\$ 20,000	\$ -	0.00%	\$ -	\$ -		\$ -
TRANSFER IN: PARKING PROGRAM	\$ 55,000	\$ -	0.00%	\$ -	\$ -		\$ -
TRANSFER IN: PD DRUG MONEY	\$ 45,000	\$ -	0.00%	\$ -	\$ -		\$ -
TRANSFER IN: REC SPEC REVENUE	\$ 41,720	\$ -	0.00%	\$ -	\$ -		\$ -
TRANSFER IN: SPECIAL REVENUE	\$ 290,000	\$ 304,999	105.17%	\$ -	\$ -		\$ 304,999
ENERGY EFFICIENCY	\$ -	\$ -		\$ 2,000	\$ 279	13.95%	\$ (279)
CDBG	\$ 58,000	\$ 18,585	32.04%	\$ 58,000	\$ 20,443	35.25%	\$ (1,858)
UTILITY REIMBURSEMENT	\$ 37,500	\$ 17,587	46.90%	\$ 37,500	\$ 21,058	56.15%	\$ (3,471)
CITY FUND BALANCE CONTRIBUTION	\$ 1,350,000	\$ -	0.00%	\$ 1,350,000	\$ -	0.00%	\$ -
<b>TOTAL MISCELLANEOUS</b>	<b>\$ 2,777,220</b>	<b>\$ 574,442</b>	<b>20.68%</b>	<b>\$ 2,357,800</b>	<b>\$ 1,074,388</b>	<b>45.57%</b>	<b>\$ (499,946)</b>
<b>TOTAL GENERAL FUND REVENUES</b>	<b>\$ 54,013,580</b>	<b>\$ 49,201,849</b>	<b>91.09%</b>	<b>\$ 52,244,978</b>	<b>\$ 48,474,551</b>	<b>92.78%</b>	<b>\$ 727,298</b>
<b>SCHOOL REVENUES</b>							
EDUCATION SUBSIDY	\$ 20,411,239	\$ 15,547,424	76.17%	\$ 17,942,071	\$ 16,889,074	94.13%	\$ (1,341,650)
EDUCATION	\$ 774,572	\$ 443,762	57.29%	\$ 1,358,724	\$ 507,266	37.33%	\$ (63,504)
SCHOOL FUND BALANCE CONTRIBUTION	\$ 906,882	\$ -	0.00%	\$ 855,251	\$ -	0.00%	\$ -
<b>TOTAL SCHOOL</b>	<b>\$ 22,092,693</b>	<b>\$ 15,991,186</b>	<b>72.38%</b>	<b>\$ 20,156,046</b>	<b>\$ 17,396,340</b>	<b>86.31%</b>	<b>\$ (1,405,154)</b>
<b>GRAND TOTAL REVENUES</b>	<b>\$ 76,106,273</b>	<b>\$ 65,193,035</b>	<b>85.66%</b>	<b>\$ 72,401,024</b>	<b>\$ 65,870,891</b>	<b>90.98%</b>	<b>\$ (677,856)</b>



**CITY OF AUBURN, MAINE**  
**EXPENDITURES - GENERAL FUND COMPARATIVE**  
**THROUGH April 30, 2015 VS April 30, 2014**

DEPARTMENT	FY 2015 BUDGET	Unaudited EXP THRU APR 2015	% OF BUDGET	FY 2014 BUDGET	Unaudited EXP THRU APR 2014	% OF BUDGET	VARIANCE
<b>ADMINISTRATION</b>							
MAYOR AND COUNCIL	\$ 78,532	\$ 72,791	92.69%	\$ 71,079	\$ 64,918	91.33%	\$ 7,873
CITY MANAGER	\$ 280,750	\$ 200,913	71.56%	\$ 238,903	\$ 201,941	84.53%	\$ (1,028)
ECONOMIC DEVELOPMENT	\$ 359,500	\$ 266,039	74.00%	\$ 318,933	\$ 254,583	79.82%	\$ 11,456
ASSESSING SERVICES	\$ 177,320	\$ 129,597	73.09%	\$ 172,277	\$ 141,938	82.39%	\$ (12,341)
CITY CLERK	\$ 164,593	\$ 139,012	84.46%	\$ 162,045	\$ 139,139	85.86%	\$ (127)
FINANCIAL SERVICES	\$ 427,815	\$ 346,013	80.88%	\$ 405,976	\$ 326,040	80.31%	\$ 19,973
HUMAN RESOURCES	\$ 139,578	\$ 110,812	79.39%	\$ 139,566	\$ 105,995	75.95%	\$ 4,817
INFORMATION COMMUNICATION TECHNOLOGY	\$ 413,829	\$ 323,404	78.15%	\$ 395,350	\$ 334,478	84.60%	\$ (11,074)
LEGAL SERVICES	\$ 65,000	\$ 56,761	87.32%	\$ 100,000	\$ 50,076	50.08%	\$ 6,685
<b>TOTAL ADMINISTRATION</b>	<b>\$ 2,106,917</b>	<b>\$ 1,645,342</b>	<b>78.09%</b>	<b>\$ 2,004,129</b>	<b>\$ 1,619,108</b>	<b>80.79%</b>	<b>\$ 26,234</b>
<b>COMMUNITY SERVICES</b>							
PLANNING & PERMITTING	\$ 902,494	\$ 692,423	76.72%	\$ 775,230	\$ 642,902	82.93%	\$ 49,521
HEALTH & SOCIAL SERVICES	\$ 192,954	\$ 143,278	74.26%	\$ 189,539	\$ 184,840	97.52%	\$ (41,562)
PUBLIC LIBRARY	\$ 960,692	\$ 866,362	90.18%	\$ 946,737	\$ 782,447	82.65%	\$ 83,915
<b>TOTAL COMMUNITY SERVICES</b>	<b>\$ 2,056,140</b>	<b>\$ 1,702,063</b>	<b>82.78%</b>	<b>\$ 1,911,506</b>	<b>\$ 1,610,189</b>	<b>84.24%</b>	<b>\$ 91,874</b>
<b>FISCAL SERVICES</b>							
DEBT SERVICE	\$ 6,263,936	\$ 6,274,784	100.17%	\$ 6,321,584	\$ 6,158,796	97.42%	\$ 115,988
FACILITIES	\$ 698,335	\$ 363,120	52.00%	\$ 715,667	\$ 493,407	68.94%	\$ (130,287)
WORKERS COMPENSATION	\$ 468,081	\$ -	0.00%	\$ 431,446	\$ 431,446	100.00%	\$ (431,446)
WAGES & BENEFITS	\$ 4,737,117	\$ 3,947,616	83.33%	\$ 4,397,585	\$ 3,688,350	83.87%	\$ 259,266
EMERGENCY RESERVE (10108062-670000)	\$ 375,289	\$ -	0.00%	\$ 375,289	\$ -	0.00%	\$ -
<b>TOTAL FISCAL SERVICES</b>	<b>\$ 12,542,758</b>	<b>\$ 10,585,520</b>	<b>84.40%</b>	<b>\$ 12,241,571</b>	<b>\$ 10,771,999</b>	<b>88.00%</b>	<b>\$ (186,479)</b>
<b>PUBLIC SAFETY</b>							
FIRE DEPARTMENT	\$ 4,057,633	\$ 3,658,990	90.18%	\$ 4,024,789	\$ 3,361,614	83.52%	\$ 297,376
FIRE EMS	\$ 635,468	\$ 265,944	41.85%				\$ 265,944
POLICE DEPARTMENT	\$ 3,738,108	\$ 3,097,096	82.85%	\$ 3,589,583	\$ 2,934,606	81.75%	\$ 162,490
<b>TOTAL PUBLIC SAFETY</b>	<b>\$ 8,431,209</b>	<b>\$ 7,022,030</b>	<b>83.29%</b>	<b>\$ 7,614,372</b>	<b>\$ 6,296,220</b>	<b>82.69%</b>	<b>\$ 725,810</b>
<b>PUBLIC WORKS</b>							
PUBLIC SERVICES DEPARTMENT	\$ 5,806,379	\$ 4,797,661	82.63%	\$ 5,577,954	\$ 4,501,959	80.71%	\$ 295,702
WATER AND SEWER	\$ 599,013	\$ 599,013	100.00%	\$ 558,835	\$ 576,219	103.11%	\$ 22,794
<b>TOTAL PUBLIC WORKS</b>	<b>\$ 6,405,392</b>	<b>\$ 5,396,674</b>	<b>84.25%</b>	<b>\$ 6,136,789</b>	<b>\$ 5,078,178</b>	<b>82.75%</b>	<b>\$ 318,496</b>
<b>INTERGOVERNMENTAL PROGRAMS</b>							
AUBURN-LEWISTON AIRPORT	\$ 105,000	\$ 105,000	100.00%	\$ 105,000	\$ 105,000	100.00%	\$ -
E911 COMMUNICATION CENTER	\$ 1,067,249	\$ 787,020	73.74%	\$ 1,036,409	\$ 777,638	75.03%	\$ 9,382
LATC-PUBLIC TRANSIT	\$ 235,373	\$ 211,378	89.81%	\$ 235,496	\$ 235,373	99.95%	\$ (23,995)
LA ARTS	\$ 17,000	\$ 8,000	47.06%	\$ -	\$ -		\$ 8,000
TAX SHARING	\$ 270,000	\$ 29,040	10.76%	\$ 270,000	\$ 41,793	15.48%	\$ (12,753)
<b>TOTAL INTERGOVERNMENTAL</b>	<b>\$ 1,694,622</b>	<b>\$ 1,140,438</b>	<b>67.30%</b>	<b>\$ 1,646,905</b>	<b>\$ 1,159,804</b>	<b>70.42%</b>	<b>\$ (19,366)</b>
<b>COUNTY TAX</b>	<b>\$ 2,046,880</b>	<b>\$ 2,046,879</b>	<b>100.00%</b>	<b>\$ 2,029,513</b>	<b>\$ 2,029,512</b>	<b>100.00%</b>	<b>\$ 17,367</b>
<b>TIF (10108058-580000)</b>	<b>\$ 2,584,032</b>	<b>\$ 2,599,913</b>	<b>100.61%</b>	<b>\$ 2,555,723</b>	<b>\$ 2,584,032</b>	<b>101.11%</b>	<b>\$ 15,881</b>
<b>OVERLAY</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
<b>TOTAL CITY DEPARTMENTS</b>	<b>\$ 37,867,950</b>	<b>\$ 32,138,859</b>	<b>84.87%</b>	<b>\$ 36,140,508</b>	<b>\$ 31,149,042</b>	<b>86.19%</b>	<b>\$ 989,817</b>
<b>EDUCATION DEPARTMENT</b>	<b>\$ 38,241,323</b>	<b>\$ 23,459,437</b>	<b>61.35%</b>	<b>\$ 37,128,028</b>	<b>\$ 26,980,368</b>	<b>72.67%</b>	<b>\$ (3,520,931)</b>
<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>\$ 76,109,273</b>	<b>\$ 55,598,296</b>	<b>73.05%</b>	<b>\$ 73,268,536</b>	<b>\$ 58,129,410</b>	<b>79.34%</b>	<b>\$ (2,531,114)</b>

**CITY OF AUBURN, MAINE  
INVESTMENT SCHEDULE  
AS OF April 30, 2015**

INVESTMENT			FUND		BALANCE April 30, 2015	BALANCE March 31, 2015	INTEREST RATE	WEIGHTED AVG YIELD
BANKNORTH MNY MKT	24-1242924	GENERAL FUND	\$		55,479.13	\$ 55,458.62	0.13%	
BANKNORTH MNY MKT	24-1745910	GF-WORKERS COMP	\$		49,332.76	\$ 49,314.52	0.13%	
BANKNORTH MNY MKT	24-1745944	GF-UNEMPLOYMENT	\$		67,077.96	\$ 67,053.15	0.13%	
BANKNORTH MNY MKT	24-1809302	SPECIAL REVENUE	\$		52,696.30	\$ 52,676.81	0.13%	
BANKNORTH MNY MKT	24-1745902	SR-PERMIT PARKING	\$		198,514.94	\$ 198,441.53	0.13%	
BANKNORTH MNY MKT	24-1745895	SR-TIF	\$		1,120,773.03	\$ 1,120,358.57	0.13%	
BANKNORTH MNY MKT	24-1746819	CAPITAL PROJECTS	\$		4,781,697.96	\$ 4,781,108.51	0.13%	
BANKNORTH MNY MKT	24-1745928	ICE ARENA	\$		249,951.74	\$ 249,859.31	0.13%	
<b>GRAND TOTAL</b>					<b>\$ 6,575,523.82</b>	<b>\$ 6,574,271.02</b>		<b>0.13%</b>

**EMS BILLING**  
**BREAKDOWN -TOTAL CHARGES**  
**OCT 2014 - JUNE 2015**  
**Report as of April 30, 2015**

	Oct 2014	Nov 2014	Dec 2014	Jan 2015	Feb 2015	Mar 2015	Apr 2015	Adjustment	Totals	% of Total
No Insurance Information	\$ 7,064.80	\$ 1,771.40	\$ -			\$ 678.00	\$ 899.00	\$ (9,514.20)	\$ 899.00	0.07%
Bluecross	\$ 2,996.20	\$ 5,285.00	\$ 10,962.40	\$ 5,184.20	\$ 8,492.20	\$ 6,894.20	\$ 2,459.20	\$ (2,387.00)	\$ 39,886.40	3.18%
Intercept	\$ -	\$ -	\$ 100.00				\$ 100.00	\$ -	\$ 200.00	0.02%
Medicare	\$ 37,107.80	\$ 68,806.60	\$ 91,866.80	\$ 111,685.20	\$ 97,824.00	\$ 102,611.00	\$ 73,538.80	\$ 25,911.40	\$ 609,351.60	48.51%
Medicaid	\$ 17,440.20	\$ 32,266.60	\$ 26,854.00	\$ 34,451.40	\$ 24,558.40	\$ 28,251.60	\$ 30,366.60	\$ 10,570.20	\$ 204,759.00	16.30%
Other/Commercial	\$ 12,208.20	\$ 29,330.80	\$ 38,157.40	\$ 50,053.60	\$ 53,915.43	\$ 46,782.00	\$ 37,816.00	\$ (3,459.00)	\$ 264,804.43	21.08%
Patient	\$ 6,737.00	\$ 15,773.20	\$ 28,964.20	\$ 24,914.80	\$ 21,524.80	\$ 30,341.00	\$ 29,180.80	\$ (23,739.40)	\$ 133,696.40	10.64%
Worker's Comp	\$ -	\$ -						\$ 2,588.00	\$ 2,588.00	0.21%
<b>TOTAL</b>	\$ 83,554.20	\$ 153,233.60	\$ 196,904.80	\$ 226,289.20	\$ 206,314.83	\$ 215,557.80	\$ 174,360.40	\$ (30.00)	\$ 1,256,184.83	100.00%

**EMS BILLING**  
**BREAKDOWN -TOTAL COUNT**  
**OCT 2014 - JUNE 2015**  
**Report as of April 30, 2015**

	Oct 2014	Nov 2014	Dec 2014	Jan 2015	Feb 2015	Mar 2015	Apr 2015	Adjustment	Totals	% of Total
No Insurance Information	8	2	0			1	1	-10	2	0.13%
Bluecross	7	6	13	6	10	8	3	1	54	3.41%
Intercept	0	0	1	0	0	0	1		2	0.13%
Medicare	76	82	109	135	117	123	88	4	734	46.37%
Medicaid	37	38	33	41	31	36	37	2	255	16.11%
Other/Commercial	18	34	49	61	65	62	49	3	341	21.54%
Patient	12	19	34	31	26	38	35	-1	194	12.26%
Worker's Comp	0	0	0	0	0	0	0	1	1	0.06%
<b>TOTAL</b>	158	181	239	274	249	268	214	0	1583	100.00%

**TOTAL REVENUE COLLECTED AS OF 04/30/15 \$443,509.39**

**TOTAL EXPENDITURES AS OF 04/30/15 \$265,943.97**

**EMS BILLING  
AGING REPORT  
OCT 2014 - JUNE 2015  
Report as of April 30, 2015**

	Current		31-60		61-90		91-120		121+ days		Totals							
Bluecross	\$	4,047.45	38%	\$	4,187.86	39%	\$	2,802.00	26%	\$	(417.68)	-4%	\$	-	0%	\$	10,619.63	3.09%
Intercept	\$	200.00		\$	-		\$	-		\$	-		\$	-		\$	200.00	0.06%
Medicare	\$	60,707.20	91%	\$	1,570.00	2%	\$	1,785.40	3%	\$	1,342.00	2%	\$	1,563.00	2%	\$	66,967.60	19.49%
Medicaid	\$	22,030.89	90%	\$	1,637.34	7%	\$	892.00	4%	\$	-	0%	\$	-	0%	\$	24,560.23	7.15%
Other/Commercial	\$	48,446.88	61%	\$	12,422.21	16%	\$	12,898.15	16%	\$	4,344.00	5%	\$	879.40	1%	\$	78,990.64	22.99%
Patient	\$	49,685.04	31%	\$	32,977.49	20%	\$	26,725.15	17%	\$	25,950.29	16%	\$	26,004.77	16%	\$	161,342.74	46.95%
Worker's Comp	\$	-		\$	-		\$	-		\$	-	0%	\$	948.00	100%	\$	948.00	0.28%
TOTAL	\$	185,117.46		\$	52,794.90		\$	45,102.70		\$	31,218.61		\$	29,395.17		\$	343,628.84	
		54%			15%			13%			9%			9%			100%	100.00%

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CITY OF AUBURN  
REVENUE

glytdbud

AS OF APRIL 30, 2015

FOR 2015 10

	ORIGINAL ESTIM REV	ESTIM REV ADJUSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
0021 FIRE						
<u>10221020 420029 Fees - EMS Transpo</u>	-987,551	.00	-987,551.00	-443,509.39	-544,041.61	44.9%*
TOTAL FIRE	-987,551	.00	-987,551.00	-443,509.39	-544,041.61	44.9%
TOTAL REVENUES	-987,551	.00	-987,551.00	-443,509.39	-544,041.61	
GRAND TOTAL	-987,551	.00	-987,551.00	-443,509.39	-544,041.61	44.9%

\*\* END OF REPORT - Generated by Jill Eastman \*\*

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CITY OF AUBURN  
EXPENDITURES

AS OF APRIL 30, 2015

P 1  
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FOR 2015 10

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0023 Fire EMS Transport							
1023 611000 Regular Salaries	0	.00	.00	1,584.00	.00	-1,584.00	100.0%*
1023 620000 Advertising	2,500	.00	2,500.00	.00	.00	2,500.00	.0%
1023 628000 PS - Gen/Professional	163,100	.00	163,100.00	22,911.62	.00	140,188.38	14.0%
1023 628020 Repairs - Vehicles	12,500	.00	12,500.00	387.55	.00	12,112.45	3.1%
1023 628026 Repairs - Maintenance	19,500	.00	19,500.00	.00	.00	19,500.00	.0%
1023 628047 PS-Public Relations	2,500	.00	2,500.00	2,077.69	.00	422.31	83.1%
1023 628050 Contingency	43,368	.00	43,368.00	.00	.00	43,368.00	.0%
1023 631000 Reports, Printing, & B	1,000	.00	1,000.00	341.00	.00	659.00	34.1%
1023 632000 Dues & Subscriptions	2,500	.00	2,500.00	280.00	.00	2,220.00	11.2%
1023 633000 Office Supplies	1,000	.00	1,000.00	488.13	.00	511.87	48.8%
1023 633027 Other Sup - Other	61,000	.00	61,000.00	66,973.41	1,856.09	-7,829.50	112.8%*
1023 633029 MV Sup - Tires/Tube/Ch	8,000	.00	8,000.00	.00	.00	8,000.00	.0%
1023 633030 MV Sup - Gas & Oil	10,000	.00	10,000.00	5,725.32	.00	4,274.68	57.3%
1023 633033 Misc Ependitures	15,500	.00	15,500.00	93.12	.00	15,406.88	.6%
1023 642000 Comm - Postage	1,000	.00	1,000.00	.00	.00	1,000.00	.0%
1023 644003 Vehicle Lease/Purchase	144,500	.00	144,500.00	156,453.71	.00	-11,953.71	108.3%*
1023 650010 Capital Reserve	135,000	.00	135,000.00	616.20	.00	134,383.80	.5%
1023 653030 EMS Communication Equi	10,000	.00	10,000.00	7,644.02	.00	2,355.98	76.4%
1023 654000 Computer Software/Hard	2,500	.00	2,500.00	368.20	.00	2,131.80	14.7%
TOTAL Fire EMS Transport	635,468	.00	635,468.00	265,943.97	1,856.09	367,667.94	42.1%
TOTAL EXPENSES	635,468	.00	635,468.00	265,943.97	1,856.09	367,667.94	
GRAND TOTAL	635,468	.00	635,468.00	265,943.97	1,856.09	367,667.94	42.1%

\*\* END OF REPORT - Generated by Jill Eastman \*\*

# City of Auburn, Maine

*"Maine's City of Opportunity"*

## Financial Services

To: Howard Kroll, Acting City Manager  
From: Jill Eastman, Finance Director  
Re: Arena Financial Reports for April 30, 2015



Attached you will find a Statement of Net Assets and a Statement of Activities for the Ingersoll Arena and the Norway Savings Bank Arena as of April 30, 2015. I have also attached budget to actual reports for Norway Savings Bank Arena for revenue and expenditures.

### **INGERSOLL ARENA**

#### **Statement of Net Assets:**

The Statement of Net Assets lists current assets, noncurrent assets, liabilities and net assets.

#### **Current Assets:**

As of the end of April 2015 the total current assets were \$115,198. These consisted of cash and cash equivalents of \$249,920, and an interfund payable of \$134,722, which means that Ingersoll owes the General Fund \$134,722, so net cash available to Ingersoll is \$115,198 at the end of April.

#### **Noncurrent Assets:**

Noncurrent assets are the building, equipment and any building and land improvements, less depreciation. The total value of noncurrent assets as of April 30, 2015, was \$232,292. The equipment that was transferred to Norway Savings Bank Arena or sold has been removed from the Ingersoll balance sheet as well as the related accumulated depreciation.

#### **Liabilities:**

Ingersoll had no liabilities as of April 30, 2015

#### **Statement of Activities:**

The statement of activities shows the current operating revenue collected for the fiscal year and the operating expenses as well as any nonoperating revenue and expenses.

Ingersoll Arena had no operating revenues through April 2015.

The operating expenses for Ingersoll Arena through April 2015, were \$12,372. These expenses include supplies, utilities, and repairs and maintenance.

As of April 2015 Ingersoll has an operating loss of (\$12,372).

Non-operating revenue and expenses consist of interest income and debt service payments. The interest income to date is \$275 and debt service expense to date is \$87,345.

As of April 30, 2015 Ingersoll has a decrease in net assets of \$99,442.

## **NORWAY SAVINGS BANK ARENA**

### **Statement of Net Assets:**

The Statement of Net Assets lists current assets, noncurrent assets, liabilities and net assets.

### **Current Assets:**

As of the end of April 2015 the total current assets of Norway Savings Bank Arena were (\$61,440). These consisted of cash and cash equivalents of \$91,281, and an interfund payable of \$152,721, which means that Norway owes the General Fund \$152,721 at the end of April.

### **Noncurrent Assets:**

Norway's noncurrent assets are equipment that was purchased, less depreciation (depreciation is posted at year end). There was an adjustment to the equipment to account for equipment that was transferred from Ingersoll Arena. The total value of the noncurrent assets as of April 30, 2015 was \$242,332.

### **Liabilities:**

Norway Arena had accounts payable of \$42,330 as of April 30, 2015.

### **Statement of Activities:**

The statement of activities shows the current operating revenue collected for the fiscal year and the operating expenses as well as any nonoperating revenue and expenses.

The operating revenues for Norway Arena through April 2015 are \$824,042. This revenue comes from the concessions, sign advertisements, pro shop lease, youth programming, shinny hockey, public skating and ice rentals.

The operating expenses for Norway Arena through April 2015 were \$1,033,407. These expenses include personnel costs, supplies, utilities, repairs, capital purchases and maintenance.

As of April 2015 Norway Arena has an operating loss of \$209,365 compared to the March 2015 operating loss of \$193,243 as increase in the operating loss of \$16,122.

As of April 30, 2015 Norway Arena has a decrease in net assets of \$209,365.

I have also attached budget to actual reports for revenue and expenditures.



**CITY OF AUBURN, MAINE**  
**Statement of Net Assets**  
**Proprietary Funds**  
**April 30, 2015**

**Business-type Activities - Enterprise Funds**

	<b>Ingersoll</b>	<b>Norway Savings</b>
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 249,920	\$ 91,281
Interfund receivables	\$ (134,722)	\$ (152,721)
Accounts receivable	-	-
Total current assets	115,198	(61,440)
Noncurrent assets:		
Capital assets:		
Buildings	672,279	38,905
Equipment	66,415	285,813
Land improvements	18,584	
Less accumulated depreciation	(524,986)	(82,386)
Total noncurrent assets	232,292	242,332
Total assets	347,490	180,892
<b>LIABILITIES</b>		
Accounts payable	\$ -	\$ 42,330
Total liabilities	-	42,330
<b>NET ASSETS</b>		
Invested in capital assets	\$ 232,292	\$ 242,332
Unrestricted	\$ 115,198	\$ (103,770)
Total net assets	<b>\$ 347,490</b>	<b>\$ 138,562</b>

**CITY OF AUBURN, MAINE**  
**Statement of Revenues, Expenses and Changes in Net Assets**  
**Proprietary Funds**  
**Business-type Activities - Enterprise Funds**  
**Statement of Activities**  
**April 30, 2015**

	Ingersoll Ice Arena	Norway Savings Arena
Operating revenues:		
Charges for services	\$ -	\$ 824,042
Operating expenses:		
Personnel	-	267,764
Supplies	150	44,828
Utilities	8,990	161,396
Repairs and maintenance	2,049	17,811
Rent		464,277
Depreciation	-	-
Capital expenses		-
Other expenses	1,183	77,331
Total operating expenses	12,372	1,033,407
Operating gain (loss)	(12,372)	(209,365)
Nonoperating revenue (expense):		
Interest income	275	-
Interest expense (debt service)	(87,345)	-
Total nonoperating expense	(87,070)	-
Gain (Loss) before transfer	(99,442)	(209,365)
Transfers out	-	-
Change in net assets	(99,442)	(209,365)
Total net assets, July 1	446,932	347,927
<b>Total net assets, April 30, 2015</b>	<b>\$ 347,490</b>	<b>\$ 138,562</b>

**CITY OF AUBURN, MAINE**  
**REVENUES - NORWAY SAVINGS BANK ARENA**  
**Through April 30, 2015**

<b>REVENUE SOURCE</b>	<b>FY 2015 BUDGET</b>	<b>ACTUAL REVENUES THRU APR 2015</b>	<b>% OF BUDGET</b>
<b>CHARGE FOR SERVICES</b>			
Concussions	\$ 30,000	\$ 9,343	31.14%
Sign Advertisements	\$ 233,225	\$ 162,008	69.46%
Pro Shop	\$ 8,500	\$ 6,362	74.85%
Programs	\$ 172,450	\$ 242,093	140.38%
Rental Income	\$ 753,260	\$ 359,350	47.71%
Tournaments	\$ 24,500	\$ 44,886	183.21%
<b>TOTAL CHARGE FOR SERVICES</b>	<b>\$ 1,221,935</b>	<b>\$ 824,042</b>	<b>67.44%</b>
<b>INTEREST ON INVESTMENTS</b>	<b>\$ -</b>		
<b>GRAND TOTAL REVENUES</b>	<b>\$ 1,221,935</b>	<b>\$ 824,042</b>	<b>67.44%</b>

**CITY OF AUBURN, MAINE**  
**EXPENDITURES - NORWAY SAVINGS BANK ARENA**  
**Through April 30, 2015**

REVENUE SOURCE	ACTUAL		
	FY 2015 BUDGET	EXPENDITURES THRU APR 2015	% OF BUDGET
Salaries & Benefits	\$ 318,446	\$ 267,764	84.08%
Purchased Services	\$ 67,800	\$ 91,108	134.38%
Supplies	\$ 9,000	\$ 44,828	498.09%
Utilities	\$ 204,846	\$ 161,396	78.79%
Capital Outlay	\$ 80,000	\$ 4,034	5.04%
Rent	\$ 528,408	\$ 464,277	87.86%
	<b>\$ 1,208,500</b>	<b>\$ 1,033,407</b>	<b>85.51%</b>
<b>GRAND TOTAL EXPENDITURES</b>	<b>\$ 1,208,500</b>	<b>\$ 1,033,407</b>	<b>85.51%</b>