Special
City Council Workshop and Meeting
May 11, 2015
Agenda

5:30 P.M. Workshop

A. Land lease agreements – Roland Miller
   1) Proposed expansion of the lease agreement for Power & Construction Group
   2) Proposed lease agreement for Hawkeye Elecnor Group

B. Executive Session Discussion of a personnel matter (Acting City Manager review), pursuant to 1 M.R.S.A. Section 405(6)(A).

7:00 P.M. City Council Meeting - Roll call votes will begin with Councilor Gerry

Pledge of Allegiance

I. New Business

Budget Discussion

1. Order 36-05112015

Adopting the School Budget for Fiscal Year 2016.

II. Executive Session

Discussion regarding a real estate matter pursuant to 1 M.R.S.A. Section 405(6)(C) with possible action to follow.

III. 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 of 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;
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.

City Council
Information Sheet

City of Auburn

Council Workshop or Meeting Date: May 11, 2015

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.

Advantages: Auburn receives rent, tenant pays all utilities and will paint the inside of the gatehouse.

Disadvantages: None

City Budgetary Impacts: Additional rental income

Staff Recommended Action: Place this on the May 18th agenda for action.

Previous Meetings and History: Brought concept to a previous City Council workshop.

Attachments: Map of the facility will be shown at the meeting.

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: _____

City Council Information Sheet

City of Auburn

Council Workshop or Meeting Date: May 11, 2015

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".

Advantages: 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.

Disadvantages: None

City Budgetary Impacts: Auburn receives the rental revenue without incurring any expenses.

Staff Recommendations: Place this on the May 18th City Council agenda for action.

Previous Meetings and History: A similar lease to Power & Construction Group was recently approved.

Attachments: A map of the area covered by this lease will be presented.

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 ±, 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 ±.

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

0 50 100 200 Feet

N

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 accepttanly responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product. Data may be from secondary sources and may be unverified. Users of the information displayed on this map are strongly cautioned to verify all information before making any decisions.

City Council Information Sheet

City of Auburn

Council Meeting Date: 05/11/2015

Subject: Executive Session

Information: Discussion regarding a personnel matter, pursuant to 1 M.R.S.A. Section 405(6)(A).

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 or consideration of the employment, appointment, assignment, duties, promotion, demotion, compensation, evaluation, disciplining, resignation or dismissal of an individual or group of public officials, appointees or employees of the body or agency or the investigation or hearing of charges or complaints against a person or persons subject to the following conditions:

(1) An executive session may be held only if public discussion could be reasonably expected to cause damage to the individual's reputation or the individual's right to privacy would be violated;

(2) Any person charged or investigated must be permitted to be present at an executive session if that person so desires;

(3) Any person charged or investigated may request in writing that the investigation or hearing of charges or complaints against that person be conducted in open session. A request, if made to the agency, must be honored; and

(4) Any person bringing charges, complaints or allegations of misconduct against the individual under discussion must be permitted to be present.

This paragraph does not apply to discussion of a budget or budget proposal;

B. Discussion or consideration by a school board of suspension or expulsion of a public school student or a student at a private school, the cost of whose education is paid from public funds, as long as:

(1) The student and legal counsel and, if the student is a minor, the student's parents or legal guardians are permitted to be present at an executive session if the student, parents or guardians so desire;

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. Discussion of labor contracts and proposals and meetings between a public agency and its negotiators. The parties must be named before the body or agency may go into executive session. Negotiations between the representatives of a public employer and public employees may be open to the public if both parties agree to conduct negotiations in open sessions;

E. Consultations between a body or agency and its attorney concerning the legal rights and duties of the body or agency, pending or contemplated litigation, settlement offers and matters where the duties of the public body's or agency's counsel to the attorney's client pursuant to the code of professional responsibility clearly conflict with this subchapter or where premature general public knowledge would clearly place the State, municipality or other public agency or person at a substantial disadvantage;

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;

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 C in the prosecution of an enforcement matter pending in District Court when the consultation relates to that pending enforcement matter.

City Council Information Sheet

City of Auburn

Council Workshop or Meeting Date: 5-11-2015 **Order** 35-05112015

Author: Katy Grondin and Sue Clements-Dallaire

Subject: Adopting the School Budget for Fiscal Year 2016

Information:
M.R.S.A. Title 20-A requires municipalities to conduct a school budget validation referendum election each year and it must be held on or before the 30th calendar day following the scheduled date that the City Council approves the school budget. The election date has been scheduled for June 9, 2015 and the soonest date Council can approve the school budget is May 11, 2015.

Advantages:

Disadvantages: The school budget is a maintenance budget with no new positions or programs to address needs such as moving to a proficiency-based system, lowering class sizes and improving maintenance deficiencies. This year the school department had two drivers, salaries and special education costs. The budget presented to City Council includes a reduction of $622,316, which impacted the quality of education in Auburn. The increase in state aid and local taxes will not cover the two budget drivers, therefore there is a reduction of educational quality that was afforded our students this year. The Auburn School Department is 18% below the state average per pupil expenditures. The latest Department of Education information is that Auburn spent in the 2013-14 school year $9,997 per pupil and the state average was $12, 056 per pupil.

City Budgetary Impacts:

Staff Recommended Action: Consider adoption of the FY15-16 school Budget as presented and approved by the School Committee at the May 6, 2015 School Committee meeting.

Previous Meetings and History: Joint workshop on CIP held February 23, 2015, Community Forum, April 23, 2015 and Joint workshop on School Budget April 22, 2015

Attachments:

Notice to Voters
Expenditure Article Detail
Final Recommendation
Order 35-05112015

NOTICE OF AMOUNTS ADOPTED AT AUBURN CITY COUNCIL MEETING
FOR VOTERS AT SCHOOL BUDGET
VALIDATION REFERENDUM

TO: Clerk of City of Auburn, State of Maine

Pursuant to 20-A M.R.S.A. §§ 1486(2) and 2307 this Notice is to be displayed at all polling places for the school budget validation referendum to be held on June 9, 2015, to assist the voters in voting on whether to ratify the school budget as adopted by City Council.

Cost Center Summary Budget Category	*Amount Recommended by School Committee May 6, 2015*	*Amount Approved and Adopted by City Council Meeting on May 11, 2015*
Regular Instruction	$15,417,903	$
Special Education	$ 8,693,851	$
Career and Technical Education	$ -0-	$ -0-
Other Instruction	$ 785,509	
Student and Staff Support	$ 4,074,510	$
System Administration	$ 861,384	$
School Administration	$ 1,367,775	$
Transportation and Buses	$ 1,097,905	$
Facilities Maintenance	$ 5,214,297	$
Debt Service and Other Commitments	$ 1,128,505	$
All Other Expenditures	$ 420,558	$
Summary of Total Authorized Expenditures	**$39,062,197**	**$**

_____ _____

_____ _____

_____ _____

_____ _____

A majority of the School Committee

Completed and countersigned by: _____ 5 / / 2015
Superintendent of Schools

A true copy of the Notice, attest: _____, Clerk
City of Auburn

EXPENDITURES

Updated 5/7/15

What the Auburn City Council Proposed to Spend on Education from July 1, 2015 to June 30, 2016

ARTICLE #1
To see what sum the District will be allowed to **EXPEND** for
REGULAR INSTRUCTION
Board of Directors Recommends
$15,417,903

The REGULAR INSTRUCTION article includes costs directly related to the interaction between teachers and students in a learning environment for purposes of the delivery of instruction.

Regular Programs	
Salaries & Benefits	10,057,807
Substitutes	180,285
Purchased Services	242,456
Supplies & Equipment	327,693
K-2 Programs	
Salaries & Benefits	2,872,886
Supplies & Equipment	37,617
English-Second Language	
Salaries & Benefits	596,973
Purchased Services	7,000
Supplies & Equipment	2,481
Alternative Education	
Salaries & Benefits	750,226
Purchased Services	11,699
Supplies & Equipment	6,055
Gifted & Talented Programs	
Salaries & Benefits	302,049
Purchased Services	18,526
Supplies & Equipment	4,150
	15,417,903

ARTICLE #2
To see what sum the District will be allowed to **EXPEND** for
SPECIAL EDUCATION
Board of Directors Recommends
$8,693,851

The SPECIAL EDUCATION article includes costs for students receiving services other than those provided by regular programs.

Special Education Programs	
Salaries & Benefits	5,901,940
Purchased Services	2,781,094
Supplies & Equipment	10,817
	8,693,851

ARTICLE #3
To see what sum the District will be allowed to **EXPEND** for
CAREER & TECHNICAL
Board of Directors Recommends
$0

The CAREER & TECHNICAL EDUCATION article includes costs for instructional activities designed to prepare students for careers and further education beyond high school.

Career & Technical	
Student Support Services	0
Instruction	0
Operation & Maintenance	0
School Administration	0
	0

ARTICLE #4
To see what sum the District will be allowed to **EXPEND** for
OTHER INSTRUCTION
Board of Directors Recommends
$785,509

The OTHER INSTRUCTION article includes costs to provide students with learning experiences not included under other educational programs.

Co-Curricular Programs	
Salaries & Benefits	82,920
Purchased Services	35,755
Supplies & Equipment	
Extra-Curricular Programs	
Salaries & Benefits	341,317
Purchased Services	222,500
Supplies & Equipment	43,599
Other Instructional Programs	
Salaries & Benefits	45,398
Purchased Services	14,020
Supplies & Equipment	0
Post Secondary Instruction	
Salaries & Benefits	
Supplies & Equipment	
	785,509

ARTICLE #5
To see what sum the District will be allowed to **EXPEND** for
STUDENT & STAFF SUPPORT
Board of Directors Recommends
$4,074,510

STUDENT & STAFF SUPPORT includes costs to facilitate and enhance instruction.

Guidance Services	
Salaries & Benefits	878,285
Purchased Services	5,060
Supplies & Equipment	830
Health Services	
Salaries & Benefits	277,831
Purchased Services	6,550
Supplies & Equipment	11,560
Other Student Support Services	
Salaries & Benefits	6,460
Purchased Services/SROs	45,000
Supplies & Equipment	
Improve of Instruction/Staff Training	
Salaries & Benefits	1,123,567
Purchased Services	130,344
Supplies & Equipment	4,650
Library Services	
Salaries & Benefits	374,615
Supplies & Equipment	39,759
Instructional Technology	
Salaries & Benefits	575,845
Purchased Services	69,317
Supplies & Equipment	432,665
Student Assessment	
Salaries & Benefits	52,672
Supplies & Equipment	39,500
	4,074,510

ARTICLE #6
To see what sum the District will be allowed to **EXPEND** for
SYSTEM ADMINISTRATION
Board of Directors Recommends
$861,384

The SYSTEM ADMINISTRATION article includes costs for activities concerned with establishing and administering policy and operation of the school administrative unit.

Board of Education	
Salaries & Benefits	5,172
Purchased Services	100,824
Supplies & Equipment	6,446
Superintendent's Office	
Salaries & Benefits	492,179
Purchased Services	10,309
Supplies & Equipment	6,969
Business Office	
Salaries & Benefits	188,056
Purchased Services	44,429
Supplies & Equipment	7,000
Other Central Services	
Salaries & Benefits	
Purchased Services	
Supplies & Equipment	
	861,384

ARTICLE #7
To see what sum the District will be allowed to **EXPEND** for
SCHOOL ADMINISTRATION
Board of Directors Recommends
$1,367,775

The SCHOOL ADMINISTRATION article includes costs for the administrative responsibility of individual schools.

School Administration	
Salaries & Benefits	1,282,112
Purchased Services	28,465
Supplies & Equipment	57,198
	1,367,775

ARTICLE #8
To see what sum the District will be allowed to **EXPEND** for
TRANSPORTATION & BUSES
Board of Directors Recommends
$1,097,905

The TRANSPORTATION AND BUS article includes costs for conveying students to and from school.

Transportation	
Salaries & Benefits	0
Purchased Services	591,553
Supplies & Equipment	295,767
Out of District Transportation	
Salaries & Benefits	0
Purchased Services	210,585
Supplies & Equipment	0
	1,097,905

ARTICLE #9
To see what sum the District will be allowed to **EXPEND** for
FACILITIES MAINTENANCE
Board of Directors Recommends
$5,214,297

The FACILITIES MAINTENANCE article includes costs for keeping the physical plant open, comfortable and safe for use. It also includes keeping the grounds, buildings and equipment in working condition.

Maintenance/Custodial	
Salaries & Benefits	1,152,108
Purchased Services	2,737,618
Supplies & Equipment	1,324,571
Capital Enhancement & Improvement	
Salaries & Benefits	
Purchased Services	
Supplies & Equipment	
Capital Renewal & Renovation	
Salaries & Benefits	
Purchased Services	
Supplies & Equipment	
	5,214,297

ARTICLE #10
To see what sum the District will be allowed to **EXPEND** for
DEBT & OTHER COMMITMENTS
Board of Directors Recommends
$1,128,505

The DEBT SERVICE AND OTHER COMMITMENT article includes costs for the principal and interest payments on long term debt of the school administrative unit and payment of new school construction.

Debt Service	
Principal	916,010
Interest	212,495
Other Commitments	
Salaries & Benefits	0
Purchased Services	0
Supplies & Equipment	0
	1,128,505

ARTICLE #11
To see what sum the District will be allowed to **EXPEND** for
ALL OTHER
Board of Directors Recommends
$0

The ALL OTHER article includes costs for obligations that arise from fulfilling the purpos of the school administrative unit. These costs may include a school nutrition program or support of such, support of community service programs, private school services

All Other	
Food Service Transfer	0
School Nutrition Expenses	0
Community Service	0
Non Public School Services	0
	0

SUMMARY ARTICLE
To see what sum the District will be allowed to **EXPEND** for
TOTAL PRE-K - 12 EDUCATION
Board of Directors Recommends
$38,641,639

The TOTAL PRE-KINDERGARTEN TO GRADE 12 EDUCATION article is the total budget article that authorizes the school administration to raise and expend for the school year.

Total Expenses	
Regular Instruction	15,417,903
Special Education	8,693,851
CTE Instruction	0
Other Instruction	785,509
Student & Staff Support	4,074,510
System Administration	861,384
School Administration	1,367,775
Transportation & Buses	1,097,905
Facilities Maintenance	5,214,297
Debt & Other Commitments	1,128,505
All Other Expenditures	0
	38,641,639
Plus Adult Ed & Crossing Guide	420,558
Total Budget	**39,062,197**

5/7/2015 3:45 PM

Auburn School Department
FY2015-16 - School Committee Budget
Recommended

REVENUE SOURCES	2008/09	2009/10	2010/2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	Variance	Percentage
State/EPS Model	Approved	Approved	Approved	Approved	Approved	Approved	Approved	Preliminary		
Subsidy	$16,418,792	$15,655,825	$16,213,174	$16,676,009	$17,638,249	$18,976,018	$19,291,333	***$19,775,072***	$483,739	
Debt Service-Approved	$1,441,448	$1,345,429	$1,306,059	$1,266,062	$1,225,447	$1,161,010	$1,119,906	$1,079,600	($40,306)	
Adult Services	$103,287	$103,287	$95,400	$96,665	$96,246	$96,246	$98,500	$104,761	$6,261	
SFFS Jobs		$751,212	$1,002,690	$632,130	$0	$0	$0	$0	$0	
Sub Total	$17,963,527	$17,855,753	$18,617,323	$18,670,866	$18,959,942	$20,233,274	$20,509,739	$20,959,433	$449,694	
Total State	$17,963,527	$17,855,753	$18,617,323	$18,670,866	$18,959,942	$20,233,274	$20,509,739	$20,959,433	$449,694	2.19%
Local										
Gen. Appropriation Alloc	$12,590,410	$13,292,279	$13,330,996	$13,131,138	$13,910,635	$13,625,217	$14,329,818	$16,040,650	$1,710,832	
Local Only Debt Service	$1,469,958	$1,224,722	$1,196,235	$1,214,061	$1,258,135	$1,510,976	$1,587,224	$176,703	#########	
Additional Local	$685,889	$12,152	$0	$0	$0	$0		$0	$0	
Non-State Debt Service	$0	$0	$0	$0	$0			$0	$0	
Crossing Guides	$73,635	$34,682	$36,604	$39,328	$41,796	$41,796	$42,508	$37,603	($4,905)	
Adult Education	$180,108	$166,848	$166,848	$166,848	$185,734	$183,311	$189,080	$189,080	$0	
Total Local	$15,000,000	$14,730,683	$14,730,683	$14,551,375	$15,396,300	$15,361,300	$16,148,630	$16,444,036	$295,406	1.83%
Other										
Targeted Case Mgm.t	$0	$0	$0	$0	$0	$0			$0	
Stabilization Funds	$0	$230,000	$0	$0	$0	$0			$0	
Minimum Teacher Salary	$0	$30,000	$0	$0	$0	$0			$0	
State Agency Client	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$48,350	$18,350	
Spec. Ed. SOS Tuition	$150,000	$150,000		$120,000	$120,000	$90,000	$90,000	$107,576	$17,576	
Adult Education	$95,000	$98,000	$115,067	$106,308	$93,800	$93,800	$93,300	$93,300	$0	
MeCare Reimbursement	$150,000	$200,000	$150,000	$50,000	$125,000	$125,000	$125,000	$125,000	$0	
Secondary Tuition	$38,904	$13,595	$13,595	$96,156	$97,500	$134,266	$134,266	$179,620	$45,354	
Fund Balance 6-30-10	$575,534	$631,000	$172,103	$853,076	$853,075	$856,882	$906,882	$906,882	$0	
Rental Properties	$85,506	$68,506	$68,506	$68,506	$68,506	$68,506	$68,506	$58,000	($10,506)	
DayCare	$33,369	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$0	
CDS-Pre-K	$80,000	$80,000	$70,200	$70,200	$70,200	$55,000	$55,000	$40,000	($15,000)	
Miscellaneous	$5,000	$30,000	$30,000	$38,759	$38,759	$30,000	$30,000	$50,000	$20,000	
Total Other	$1,243,313	$1,611,101	$699,471	$1,483,005	$1,546,840	$1,533,454	$1,582,954	$1,658,728	$75,774	4.79%
Total Revenue	$34,206,840	$34,197,537	$34,047,477	$34,705,246	$35,903,082	$37,128,028	$38,241,323	$39,062,197	$820,874	2.15%
Mil Rate For Education	########	########	########	########	########	########	########	1,976,187,978	########	-0.44%
	7.23	7.10	7.12	7.07	7.66	7.66	8.14	8.32	0.19	2.28%
					150			0.19	$28	

Tizz 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 36-05112015

Ordered that the Auburn City Council hereby adopts and approves the following School Budget articles for Fiscal Year 2015/2016.

1. That $15,417,903.00 be authorized to be expended for Regular Instruction;

2. That $ 8,693,851.00 be authorized to be expended for Special Education;

3. That $-0- be authorized to be expended for Career and Technical Education;

4. That $ 785,509.00 be authorized to be expended for Other Instruction;

5. That $4,074,510.00 be authorized to be expended for Student and Staff Support;

6. That $ 861,384.00 be authorized to be expended for System Administration;

7. That $1,367,775.00 be authorized to be expended for School Administration;

8. That 1,097,905.00 be authorized to be expended for Transportation and Buses;

9. That $5,214,29700 be authorized to be expended for Facilities Maintenance;

10. That $ 1,128,505.00 be authorized to be expended for Debt Service and Other Commitments;

11. That $ 420,558.00- be authorized to be expended for All Other Expenditures;

12. That $39,062,197.00 be appropriated for the total cost of funding public education from Pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and that $16,444,036.00 be raised as the municipality's contribution to the total cost of funding public education from Pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act in accordance with the Maine Revised Statutes, Title 20-A, section 15688;

Statutory Recommendation $ 16,566,669
City Council Adopted $16,444,036

Explanation: *The city's contribution to the total cost of funding public education from Pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act is the amount of money determined by state law to be the minimum amount that a municipality must raise in order to receive the full amount of state dollars.*

13. That $1,128,505.00 be raised and appropriated for the annual payments on debt service previously approved by the city's legislative body for non-state-funded school construction projects or non-state-funded portions of school construction projects, in addition to the funds appropriated as the local share of the city's contribution to the total cost of funding public education from Pre-kindergarten to grade 12;

> ***Explanation:*** *Non-state-funded debt service is the amount of money needed for the annual payments on the city's long-term debt for major capital school construction projects that are not approved for state subsidy. The bonding of this long-term debt was previously approved by the voters or other legislative body.*

14. That $0.00 be raised and appropriated in additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, §15690;

> ***Explanation:*** *The additional local funds are those locally raised funds over and above the municipality's local contribution to the total cost of funding public education from Pre- kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and local amounts raised for the annual payment on non-state-funded debt service that will help achieve the school department budget for education programs.*

15. That the school committee be authorized to expend $38,641,639.00 for the fiscal year beginning July 1, 2015 and ending June 30, 2016 from the city's contribution to the total cost of funding public education from Pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act, non-state-funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690, unexpended balances, tuition receipts, fund balances, state subsidy and other receipts for the support of schools;

16. That the City of Auburn appropriate $382,955.00 for adult education and raise $189,080.00 as the local share, with authorization to expend any additional incidental or miscellaneous receipts in the interest and for the well-being of the adult education program;

17. That the City of Auburn raise and appropriate $37,603.00 for the services of Community Services-Crossing Guards.

18. That in addition to amounts approved in the preceding articles, the school committee be authorized to expend such other sums as may be received from federal or state grants or programs or other sources during the fiscal year for school purposes, provided that such grants, programs or other sources do not require the expenditure of other funds not previously appropriated;

19. That the City of Auburn increase the amount of the total school budget and the amounts the school committee is authorized to expend under the previous articles, to the extent of any unanticipated increase in the adjusted state contribution under the Essential Programs and Services funding model.

City Council Information Sheet

City of Auburn

Council Meeting Date: 05/11/2015

Subject: Executive Session

Information: Discussion regarding an real estate matter, pursuant to 1 M.R.S.A. Section 405(6)(C) with possible action to follow.

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 or consideration of the employment, appointment, assignment, duties, promotion, demotion, compensation, evaluation, disciplining, resignation or dismissal of an individual or group of public officials, appointees or employees of the body or agency or the investigation or hearing of charges or complaints against a person or persons subject to the following conditions:

(1) An executive session may be held only if public discussion could be reasonably expected to cause damage to the individual's reputation or the individual's right to privacy would be violated;

(2) Any person charged or investigated must be permitted to be present at an executive session if that person so desires;

(3) Any person charged or investigated may request in writing that the investigation or hearing of charges or complaints against that person be conducted in open session. A request, if made to the agency, must be honored; and

(4) Any person bringing charges, complaints or allegations of misconduct against the individual under discussion must be permitted to be present.

This paragraph does not apply to discussion of a budget or budget proposal;

B. Discussion or consideration by a school board of suspension or expulsion of a public school student or a student at a private school, the cost of whose education is paid from public funds, as long as:

(1) The student and legal counsel and, if the student is a minor, the student's parents or legal guardians are permitted to be present at an executive session if the student, parents or guardians so desire;

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. Discussion of labor contracts and proposals and meetings between a public agency and its negotiators. The parties must be named before the body or agency may go into executive session. Negotiations between the representatives of a public employer and public employees may be open to the public if both parties agree to conduct negotiations in open sessions;

E. Consultations between a body or agency and its attorney concerning the legal rights and duties of the body or agency, pending or contemplated litigation, settlement offers and matters where the duties of the public body's or agency's counsel to the attorney's client pursuant to the code of professional responsibility clearly conflict with this subchapter or where premature general public knowledge would clearly place the State, municipality or other public agency or person at a substantial disadvantage;

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;

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 C in the prosecution of an enforcement matter pending in District Court when the consultation relates to that pending enforcement matter.