



City Council Meeting and Workshop

September 4, 2012

Agenda

5:30 P.M. Workshop

- A. Public Works scheduling and work lists – Clint Deschene
- B. South Witham Road zoning change – Eric Cousens
- C. Updated pro forma and draft lease – City Staff
- D. The Dempsey Challenge – Phil Crowell
- E. Political sign ordinance – Tizz Crowley, Sue Clements-Dallaire
- F. Appointments to Boards and Committees (Zoning Appeals Board, Board of Assessment, 911 Committee). City Council may go into Executive Session, pursuant to 1 M.R.S.A. §405(6)(A)

7:00 P.M. City Council Meeting

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.

- II. Minutes**
August 20, 2012

- III. Reports**
Mayor's Report

Committee Reports

- **Transportation**
 - Androscoggin Transportation Resource Center – Mayor LaBonte
 - Lewiston Auburn Transit – Councilor Gerry
 - Airport, Railroad – Councilor Hayes
 - Bike-Ped Committee – Councilor Shea
- **Housing**
 - Community Development Block Grant, Neighborhood Stabilization Program, Auburn Housing Authority – Councilor Gerry
- **Economic Development**
 - L-A Economic Growth Council, Auburn Business Development Corp. – Councilor Shea
- **Education**
 - Auburn School Committee – Councilor Young
 - Auburn Public Library – Councilor LaFontaine
 - Great Falls TV – Councilor Young and Councilor Shea
- **Environmental Services**
 - Auburn Water District, Auburn Sewerage District – Councilor Crowley
 - Mid-Maine Waste Action Corp. – Councilor Walker
- **Recreation**

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- Recreation Advisory Board – Councilor Walker
- Public Safety
 - LA 911 – Councilor Walker

City Councilors' Reports

City Manager's Report

- Auburn Municipal Beach improvements
- CDBG (Community Development Block Grant)

IV. Communications, Presentations and Recognitions

- 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*. Time limit for open sessions, by ordinance, is 45 minutes.

VI. New Business

1. Order 64-09042012

Approving the agreement to share health officer services with Lisbon.

2. Order 65-09042012

Approving the pro forma and draft lease on the double surface ice arena. Council may go into Executive Session, pursuant to 1 M.R.S.A. §405(6)(C).

- VIII. **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*.

IX. Future Agenda/Workshop Items

X. 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;

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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.



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: 9/4/2012

Item A

Author: Clint Deschene, City Manager

Subject: Public Works scheduling and work lists

Information: See memo

Financial: N/A

Action Requested at this Meeting: Discussion only

Previous Meetings and History: Postponed from the 8/20/2012 workshop

Attachments:

- Memo from the City Manager

City of Auburn

To: Mayor and Council
From: Clinton Deschene, City Manager
Subject: Review of Public Works and Parks and Recreation
Date: August 14, 2012

The Department of Public Works and Department of Parks and Recreation have had considerable requests for service during my first two months. These requests occur during the normal course of duty, Council requests, and internal duties. In my process to review City services I have elected these two departments to be the first I review in depth with the department heads.

In a recent meeting I requested that by the middle of September that Denis D'Auteuil and Ravi Sharma prepare information relating to their duties and current work programs. We will review these as a team and discuss performance as it relates to the model they have selected.

A portion of these efforts is to determine effectiveness, capacity, and budgetary impacts to changes in services. For these reasons I feel a workshop with the Council will help define expectations for management to determine a budget request that meets the goals of the community for service, while also understanding the financial implications.



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: September 4, 2012

Item B

Author: Eric Cousens, City Planner/Director of Planning and Permitting

Subject: Proposal to amend the City Of Auburn Zoning Map in the area of South Witham Road from Low Density Country Residential District (LDCR) to Low Density Rural Residence District (LDRR). The proposed change include a strip of land 450' deep from the centerline of and parallel to South Witham Road on the parcels at 336 South Witham Road (Parcel Identification (PID) - #137-024), 386 South Witham Road (Parcel Identification 137-025-001), 349 South Witham Road (PID# 137-014-001) and 275 South Witham Road (PID 137-014 / 137-014-002) pursuant to Chapter 60, Article XVII, Division 2 of the Ordinances of the City of Auburn.

Information: At the August 14, 2012 Planning Board meeting, the Board voted 7/0 to forward a favorable recommendation on this proposal with an amendment that the larger area as shown in the Comprehensive Plan and Future Land Use Map be changed from Low Density Country Residential District (LDCR) to Low Density Rural Residence District (LDRR), continuing all the way to the Turnpike. The Board found that the proposal meets the requirements of the City's Comprehensive Plan with the amendment.

Staff recommends approval and will be available explain the process and to answer any questions.

Financial: None

Action Requested at this Meeting: None.

Previous Meetings and History: Planning Board Public Hearing August 14, 2012.

Attachments:

- Planning Board Staff Report
- Zoning Map and Future Land Use Map

City of Auburn, Maine

"Maine's City of Opportunity"

Office of Planning & Permitting Planning Board Report

To: Auburn Planning Board

From: Eric J. Cousens, City Planner

Re: Public hearing for a recommendation to the City Council on a proposal to amend the City Of Auburn Zoning Map in the area of South Witham Road from Low Density Country Residential District to Low Density Rural Residence District. The proposed changes include a strip of land 450' deep from the centerline of and parallel to South Witham Road on the parcels at 336 South Witham Road (PID # 137-024), 386 South Witham Road (PID137-025-001), 349 South Witham Road (PID# 137-014-001) and 275 South Witham Road (PID 137-014 / 137-014-002) pursuant to Chapter 60, Article XVII, Division 2 of the Ordinances of the City of Auburn.

Date: August 14, 2012 Planning Board Meeting

I. PROPOSAL

The City of Auburn has received a petition from at least twenty-five (25) registered voters to rezone the property in the area of South Witham Road from Low Density Country Residential (LDCR) District to Low Density Rural Residence District (LDRR). The proposed changes include a strip of land 450' deep from the centerline of and parallel to South Witham Road on the parcels at 336 South Witham Road (PID # 137-024), 386 South Witham Road (PID137-025-001), 349 South Witham Road (PID# 137-014-001) and 275 South Witham Road (PID 137-014 / 137-014-002) pursuant to Chapter 60, Article XVII, Division 2 of the Ordinances of the City of Auburn. The area is shown in the attached map with red cross hatching. As the petition indicates, the lots are currently zoned LDCR and would be changed to LDRR if approved. The minimum lot size for the parcels would change from the 3 acre LDCR minimum to a 1 acre LDRR minimum. This would allow some of the parcels to be split with potential for as many as 5 or 6 lots at some point in the future. The City's Comprehensive Plan illustrates the subject area as "Residential – Low Density" as shown on the future land use map.

Page 102, Auburn Comprehensive Plan: 2. CATEGORY: LIMITED GROWTH AREAS, TYPE A: DEVELOPMENT AREAS, DESIGNATION: RESIDENTIAL

Low Density Residential Development District (LDRD)

Objective – Allow for low density residential development (primarily detached single family homes) on the fringe of the built up area where public services can be reasonably provided, but where public sewerage is not available and is not likely to be available in the foreseeable future (see Figure 2.3).

Allowed Uses – The allowed uses in the Low Density Residential Development District should

be similar to the uses currently allowed in the existing Rural Residential District, including single and two-family homes and town-house style units.

Development Standards – The residential density in the Low Density Residential Development District should be one unit per acre. The development standards should be similar to the standards for the existing Rural Residential District, except for the lot width/frontage requirement. The current frontage requirements along existing public roads should be maintained, including the provision for larger frontage in areas currently zoned Very Low Density Country Residential. The frontage standards should allow lot widths of as little as 125-150 feet for lots that front on a new internal street, and for back lots with as little as 50 feet of frontage on an internal street. The standards should allow the size of individual lots to be reduced and the lots clustered to allow a portion of a development to be preserved as open space, provided that adequate provisions can be made for on-site sewage disposal and water supply and the overall density requirement is met.

The LDRR zoning district conforms to the “Residential – Low Density” classification. Some of the lots immediately abutting this parcel are currently zoned Low Density Country Residential (LDCR), however, much of the surrounding area has been changed to LDRR.

Staff recommends that the Board consider expanding the zone on the west side of South Witham to the property lines to make a more consistent map and accomplish the future land use plans from the Comprehensive Plan. The plan also suggests that we should limit the depth on the east side of South Witham Road to 450’ as petitioned.

Based on the Comprehensive Plan and Future Land Use Map, staff is supportive of the proposal.

II. PLANNING FINDINGS / CONSIDERATIONS:

Staff has evaluated the proposed rezoning and suggests the following findings:

- A. The City’s Future Land Use Map shows the area as “Residential – Low Density”. The Low Density Rural Residential zoning designation is consistent with the future land use map.

III. RECOMMENDATION:

Staff recommends that the Planning Board forward a favorable recommendation to the City Council to rezone the property in the area of South Witham Road from Low Density Country Residential District to Low Density Rural Residence District. The proposed changes include a strip of land 450’ deep from the centerline of and parallel to South Witham Road on the east side of the road on the parcels at 336 South Witham Road (PID # 137-024), 386 South Witham Road (PID137-025-001) and the full lot depths on the west side of South Witham Road at 349 South Witham Road (PID# 137-014-001) and 275 South Witham Road (PID 137-014 / 137-014-002) pursuant to Chapter 60, Article XVII, Division 2 of the Ordinances of the City of Auburn, based on the above findings.

Eric Cousens
Director of Planning and Permitting



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: 9/4/2012

Item C

Author: Sue Clements-Dallaire, City Clerk

Subject: Updated pro forma and draft lease

Information: See Double Surface Ice Arena Supplemental Documentation under tab 2 in notebooks.

Financial:

Action Requested at this Meeting:

Previous Meetings and History: City Council passed an order authorizing the City Manager to execute the Memorandum of Understanding which details the duties and responsibilities of the City of Auburn and George Schott related to the design, permitting and construction of a double-sheet ice arena at 985 Turner Street in Auburn on 7/2/2012.

Attachments: Under tab 2 in notebooks.

- Double Surface Ice Arena Supplemental Documentation



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: September 4, 2012

Item D

Author: Sue Clements-Dallaire, City Clerk

Subject: The Dempsey Challenge

Information: The 2012 Dempsey Challenge is scheduled for October 12th, 13th, and 14th, 2012. They've submitted a request for city services and a waiver of fees. The overtime fees have already been approved in the Fiscal Year (FY)13 budget.

Financial: The estimated cost of city services requested to be waived is \$4,489.76. All overtime fees have already been approved in the FY13 budget.

Action Requested at this Meeting: Discussion only, no action is required.

Previous Meetings and History: This is an annual request.

Attachments:

- Request for services and permissions along with the estimated cost for city services.

City Services Request
For
The Dempsey Challenge 2012

Police

Estimated Manpower/Time/Location

October 12, Friday- posting of "No Parking" signs on Mill St, and Main St. from Millers Alley to Mill St., and Broad St. from Main St to bridge.

October 13, Saturday- 7:30am to 10:30am, Road closure and detour traffic control for 5K and 10K run courses.

Manpower- 4 fix post officers for course closure, 1 officer for command center.

October 13, Saturday- 11:00am to 1:00pm, Police escort for Patrick Dempsey's private VIP bike ride

Manpower- 2 officers with cruisers, one lead and one tail

October 14, Sunday- 7:30am to 5:00pm, Road closure at start and detour traffic control for bike route. Special attention to Moosebrooke and 202, and Kittyhawk and 202.

Manpower- 2 officers with cruisers for manning detours and closures, 1 officer for command center.

Support Services Lieutenant, Tim Cogle has indicated the overtime cost for police personnel to be \$3,186.

Public Works

Tasks/Times/Locations

October 12, Friday- Remove bollards from railroad bridge. Drop barricades for closure of run course along route and at Bonny Park.

October 13, Saturday- Drop cones to secure runners lane on Main St. Pick up cones post event (roughly 11am).

October 14, Sunday- Drop cones to secure cyclists lane on Main St. Pick up cones post event (roughly 5:30pm).

October 15, Monday- pick up of barricades, trash cans, and all city owned supplies.
Replace bollards on railroad bridge.

Public Works Director, Denis D'Auteuil has indicated this would involve an estimated cost of \$100.

Parks Department

October 11, Thursday- By this date would like Bonny Park and Riverwalk mowed and cleaned.

October 12, Friday- Place trash cans throughout Bonny Park.

Facilities needed and Times

October 13, Saturday- 8:00am-10:30am Use of Bonny Park and Riverwalk for run course.

October 14, Sunday- 8:30am – 5:30pm Use of Bonny Park and Riverwalk for bike course.

October 15, Monday- pick up trash cans.

Parks Director Ravi Sharma has indicated this would involve 84 hours at an estimated cost of \$1,260.



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: September 4, 2012

Item E

Author: Sue Clements-Dallaire, City Clerk

Subject: Political Sign Ordinance

Information: A proposal to change the ordinance on political signs limiting them to private property only.

Financial: N/A

Action Requested at this Meeting: Discussion only

Previous Meetings and History: N/A

Attachments:

- Letter to Mayor and Council from Councilor Tizz Crowley
- Current political sign ordinance for Auburn
- Current political sign ordinance for Brunswick

City of Auburn, Maine

"Maine's City of Opportunity"

Office of the City Council

TO: Auburn City Council and Mayor

FROM: Tizz E. H. Crowley, City Councilor Ward 1

CC: Clint Deschene, City Manager
Susan Clements-Dallaire

DATE: September 4, 2012

RE: Proposed Ordinance Change Limiting Signs to Private Property

At the request of several Auburn residents and myself I am proposing a change in our ordinance as it relates to political signs. The change is to limit signs to private property. Our ordinance might model that of the Town of Brunswick:

***604.7 Political Campaign Signs.** Political Campaign Signs are temporary signs bearing messages relating to an election, primary or referendum. Political Campaign Signs are permitted on private property no sooner than 60 days before an election, primary or referendum and must be removed no later than 5 days after the same election, primary or referendum. Size shall be limited to 8 square feet.*

Brunswick's ordinance has two additional elements that are not important to my request for Auburn but I thought might want to be discussed in our workshop. The time frames defined, 60 days before and 5 days after, are not necessary in my opinion and infringes upon the personal rights of a property owner. I know of at least one ward 1 location that has a half dozen or so political signs displayed year round. I think the sign size is also addressed in our sign ordinances and does not need a limit here- free speech and private property rights should be valued.

Reason for suggesting and **support this change:**

Safety- Signs in median strips, along travel lanes, at intersections are dangerous and contribute to driver distraction. We want drivers to pay attention to driving. Signs are intended to capture a person's attention- why do we want drivers to take their eyes off the road?

There is an employee safety issue with signs on public places. Often times when political signs are removed from the public area, like median strips and street esplanades, the wire holdings are left behind and may not be seen by a City Worker attempting to mow or plow the property. Injury can occur.

Placement of the signs in high traffic areas such as median strips expose the person to a risk of being hit by a moving vehicle, especially in high speed area.

Appearance of the City- Cluttered intersections, posters all over public recreational and retail areas, do not give a warm or professional appearance to visitors. What do we want people to see first when coming to Auburn? What do you want them to remember.... there were seventeen campaign signs for one candidate in one traffic island... or maybe that the biggest and first sign you read in our mall area is a political campaign sign for a Lewiston mayoral candidate?

When there are heavy winds and rain storms the signs are ripped up and discarded all over the city's grass areas and most the traffic islands. The cost to the City to clean up is another consideration.

Please think about the snow plowing issues related to signs. Many get pushed out by the plow or the piling of snow on the roadsides. Not all candidates or campaigns go out and remove signs before storms and seldom go back and pick up storm damage ones. We do not need more trash at our roadsides.

Better campaigns- When a candidate or a cause has to talk to a property owner and get permission to post a sign, we will have more engagement in the political process. There will be a personal connection or involvement. It will likely cost candidates/causes less money for signs as it is more likely each property owner will post a single sign rather the dozens on a single traffic island. Often a single candidate will post several in a single traffic island. It might make it easier to compete as an unknown candidate or less financed cause may not have funds for offsetting the impact of multiple signs in a high traffic area.

The individual property owner will have the responsibility of installing, maintaining and removing the signs which will save campaigns time and money. This will also have an impact on the appearance of our City. No municipal time or money will be necessary to manage locations and such. I believe the proposed change will make the candidates/causes more accountable for the signs.

The change in ordinance should cost candidates/causes less money to run because fewer signs will be needed to cover the City.

Reduce Municipal Costs- Our city employees have to monitor locations and educate campaigns on sign limits around voting locations. A limit to only private property removes the limiting voting location barriers. Parks and Public Works crews will not have to take time to remove and return signs located in median strips and esplanades. In the June election season, we have lots of mowing and parks works getting the City ready for Memorial Day... so staff either removes and returns the items to ready the traffic island or the island doesn't get any attention for the 30 day period and looks terrible to Auburn visitors. This is what happened this past May which was only a quiet "Primary period". What will be the required effort for Parks and Public Works during this fall's major election?

Keeping signs out of road ditches, blocking fire hydrants, gravel shoulders, will make work easier for crews, improve safety and save costs of enforcement. We need to reduce the number of traffic hazards even in our rural areas.

Enforcement- A simple rule, "Private Property Only", is easier to enforce because violators will stand out. Residents will have the authority and are encouraged to pick up trash and materials on our streets, so signs violating the ordinance may be removed when seen by anyone. In recent election seasons, the city has picked up signs, stored them at Public Works, and even called candidates if contact information is available. None of this would be needed if maintained on private property. Campaign staff will not want the candidate or cause to stand out as "breaking the law" so self- enforcement will improve.

It would be foolish not to consider the **reasons to oppose** and not to make this change and continue to allow political signs on public property. Here are the objections I have concerned or heard:

Freedom of Speech- A fundamental right of citizens is public speech and expression. Would this proposed change limit freedom of speech? Should the government provide places for free speech? Does this proposal significantly disadvantage an unknown candidate or unpopular cause?

Since there is more private property than public property in Auburn, I believe there is sufficient space to post signs without using public land. The private property rule more visually demonstrates free speech as individual property owners will also be "standing up" for a particular candidate/cause. To its extreme, we may be placing a disadvantage on an unknown candidate, but it could be argued the change promotes and encourages the unknown candidate to get out and talk with voters.

A compromise for limiting political signs to private property is to have **one** publically owned property, designated as a campaign location, for public promotion and education. The single site, like Great Falls School Park, could be designated by the City, on an annual basis, as a location where candidates and causes could post for 30 days before and 7 days after an election, materials informing the public of their platforms and such. We would likely limit the space, as a suggestion 20' by 40', so one candidate/cause could not take over the area.

Enforcement- the City is currently struggling to enforce our current sign ordinances. We have received several complaints in just the past two weeks where rules are not enforced and therefore are not equitable to residents with similar needs. If we are not enforcing the ordinance, and I recognize a cost of doing so, we will lose compliance from others and the problem and safety issues will increase.

This issue, once again, raises the question of the cost of enforcement here in Auburn. What message do we give residents if we do not enforce rules? If we choose not to change the ordinance to limit political signs to private property, and we cannot not (or choose not) to enforce our current standards, then I'd recommend we eliminate all requirements political signs- it will be fair, equitable and get the City out of the business of signs.

Thank you for your consideration of this matter. I look forward to an informative discussion.

Sec. 60-638. - Signs, on-premises.

- (a) *All districts.* The following signs are permitted in any use district, except where otherwise prohibited by law, and shall not be subject to the issuance of a sign permit.
- (1) One sign not exceeding one square foot used to display the street number and/or name of the occupants of the premises.
 - (2) One nonilluminated sign not exceeding two square feet used to describe a home occupation, boardinghouse or lodginghouse, or tourist home located on the premises.
 - (3) One sign not exceeding 24 square feet on the premises of public or semipublic buildings, funeral homes and charitable or religious institutions. This sign may incorporate a bulletin board.
 - (4) One real estate sign not exceeding eight square feet relating to the sale, rental or lease of the premises. Such sign shall be removed within one week after the property transaction.
 - (5) One sign each for a building contractor, architect or engineer, each sign not exceeding 16 square feet, relating to construction projects. Such sign shall be removed within one week after the issuance of the certificate of occupancy (completion).
 - (6) Building name and date sign and/or memorial tablet, not exceeding an aggregate of ten square feet, showing the name of the building and date of erection and/or historic information, when cut into masonry, formed of bronze or similar noncombustible material.
 - (7) One professional name plate sign not exceeding eight square feet.
 - (8) Two signs, not exceeding 16 square feet each, describing farm products for sale on the premises. Instead of two signs, a single double-faced sign may be erected with a display area, not exceeding 16 square feet on each side.
 - * (9) Political signs, not exceeding 16 square feet in total area for single-faced signs on one standard, or eight square feet on each side of double-faced signs on one standard, provided that:
 - a. Such signs shall not be erected more than 30 days prior to the election to which they pertain;
 - b. Such signs are removed within seven days after the election to which they refer;
 - c. Removal of such signs shall be the joint responsibility of the candidate and the property owner on whose premises the signs are displayed.
 - (10) Traffic or other municipal signs, legal notices, railroad crossing signs, danger signs, directional signs, noncommercial and temporary signs or street banners related to public or charitable purposes may be approved by the city clerk along with stipulations as to the size, location, message, period of display and other requirements such as insurance and approval of building owners on whose property the banner will be attached.
- (b) *Residence districts.* The following sign regulations apply in residence districts:
- (1) Except where specifically permitted, all signs shall be single-faced, mounted flat on the wall of a structure or standing.
 - (2) No off-premises signs are permitted, except as provided for in chapter 42

Brunswick

604 Signs Not Subject To Permit

The following signs are permitted as indicated in each subsection, and require no permit.

- 604.1 Real Estate Sign.** A real estate sign is a temporary sign advertising the lease or sale of land, space or structure. A real estate sign may not exceed 4 square feet for the sale of a residential structure. For all other uses and vacant land, the sign may not exceed 32 square feet. Real Estate Signs must be removed within ten days of the sale or lease of the property. (Amended 9/4/01 E)
- 604.2 Contractor Sign.** A contractor's sign is a temporary sign erected during the construction phase of a project only, not to exceed 32 square feet. Such sign must be removed upon the issuance of a Certificate of Occupancy, where one is required. Contractor Signs may also be used during home improvement or renovation projects that are not subject to Certificate of Occupancy, but must be removed after the work has been completed.
- 604.3 Signs for Garage or Yard Sales.** Lawn, yard or garage sale signs are prohibited on any state or local public property or right-of-way, or on utility poles. No sign for garage or yard sales shall be posted more than 24 hours before and after the event. Size is limited to 4 square feet.
- 604.4 Window Signs.** Window signs are allowed provided that they are placed on the inside of the window, and occupy no more than 25% of the glassed area of all windows.
- 604.5 Farm Stand Signs.** Signs used to advertise a farm stand selling fruits, vegetables or other agricultural crops and products are permitted provided that each sign is not greater than 10 square feet. Such signs may have a changeable copy not subject to review. Farm stand signs may be displayed only during the season when the premises are open for business. (Amended 9/4/01 E)
- 604.6 Household Signs.** Signs that display street numbers, last names and personal names given to residential structures shall not require a permit.
- * **604.7 Political Campaign Signs.** Political Campaign Signs are temporary signs bearing messages relating to an election, primary or referendum. Political Campaign Signs are permitted on private property no sooner than 60 days before an election, primary or referendum and must be removed no later than 5 days after the same election, primary or referendum. Size shall be limited to 8 s.f. (Amended 12/1/97 R, 9/4/01 E)
- 604.8 Sandwich Signs.** A sandwich sign is a free-standing, moveable sign, usually shaped like an "A", used to advertise daily specials or special events. A sandwich sign may not exceed 7 square feet and shall be made of wood or materials that appear to be wood. A sandwich sign may be displayed only when the premises it advertises are open for business. Such signs may not impede pedestrian, bicycle or vehicular access. Any sandwich sign which is found to impede the safe movement of pedestrians, bicycles or vehicles may be ordered removed or relocated by the Codes Enforcement Officer. Sandwich Signs located in the Village Review Zone do not require review by the Village Review Board.



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: September 4, 2012

Item F

Author: Sue Clements-Dallaire, City Clerk

Subject: Committee and Board Appointments

Information:

Zoning Appeals Board – 4 Vacancies

- Filling an expired 3 year term, term expiration 1/1/2015
- Filling an expired 3 year term, term expiration 4/1/2015
- Filling an expired 3 year term, term expiration 4/1/2015
- Filling the remainder of a 3 year term, term expiration 8/1/2014

Board of Assessment Review – 3 Vacancies

- Filling an expired 5 year term, term expiration 4/1/2017
- Filling an expired 5 year term (alternate member), term expiration 1/1/2016
- Filling an expired 5 year term (alternate member), term expiration 9/1/2017

911 Committee – 1 Vacancy

- Filling an expired 3 year term, term expirations 9/1/2015

Financial: N/A

Action Requested at this Meeting: City Council may go into Executive Session, pursuant to 1 M.R.S.A. §405(6)(A) to discuss the appointments and review the applications.

Previous Meetings and History: N/A

Attachments:

- Applications

Board & Committee Appointment Application

City of Auburn

We're so happy that you've decided to volunteer for our community! The giving of your time is commendable and very much appreciated. Without people like you coming forward our community would not be as strong, as vibrant, or as great as it is – thank you so much! Please complete the form below and return it to the City Clerk's office. Again, on behalf of all of us at the City of Auburn, I hope your volunteer experience is rewarding, and thank you for being an outstanding citizen!

This is an application for: New Appointment Reappointment

Name: Ken Sonagere Ward: 1 Years as an Auburn Resident: 28

Mailing Address: 483 West Auburn Road

Physical Address: SAME

Phone: 754-6367 Email: Trapper483@aol.com

Describe your education and/or experience: FAA Licensed AirFrame and Powerplant Mechanic, Licensed trainee Plumber, Landlord, Residential Builder, SELF Storage business owner

Which board or committee would you like to serve on? (One per application)

Zoning Board of Appeals

The following are the current committees and boards in Auburn:

- Community Development Loan Committee
- L/A Transit Committee
- Planning Board*
- Recreation Advisory Committee
- L/A Transit Committee
- Auburn Housing Authority
- School Committee
- L/A Cable TV Advisory Board
- Zoning Board of Appeals
- Audit and Procurement
- 911 Committee
- Ethics Panel
- L/A Community Forest Board

Incomplete applications and those which list more than one committee will not be considered. Applications are valid for a period of six months. Submission of an application does not imply or guarantee an appointment to any board or committee. The City reserves the right to appoint board and committee members as vacancies arise and to perform background checks or any other necessary investigations on applicants.

I certify that this information is true to the best of my knowledge and agree to the terms and conditions set forth above.

Signature: Kenney A. Sonagere Date: 2-26-12

*When serving on the Planning Board you may not serve on any other boards or committees.



JAN 09 2012
CITY OF AUBURN

Community Service Volunteer Form

We're so happy you've decided to volunteer for our community! The giving of your time is commendable and very much appreciated. Without people like you coming forward, our community would not be as strong, as vibrant, or as great as it is. Thank you so much! Please complete the form below completely and return it to the City Clerk, Roberta L. Fogg (rfogg@auburnmaine.gov) I hope your experience is rewarding. Again, on behalf of all of us at the City of Auburn, thank you for being an outstanding citizen!

Glenn E. Aho
City Manager

Name: Lane Feldman New Appointment Re-appointment Ward: 3

Mailing Address: 75 Western Ave.

Physical Address: _____

Telephone #: 7863855 Home 2909260 Work _____ Cell _____

E-Mail Address: bu22e1120@aol.com Years as Auburn Resident: 37

Describe your education and/or experience (check here if using reverse side for extra space): _____

Presumably served three terms on the Auburn School Committee

Please check which committee/board/position you wish to participate with: (Check only one committee per application).

- | | |
|--|--|
| <input type="checkbox"/> 9-1-1 Committee | <input type="checkbox"/> Investment Advisory Board |
| <input type="checkbox"/> Airport Board | <input type="checkbox"/> Lake Auburn Watershed Protection Com. |
| <input type="checkbox"/> Auburn Housing Authority | <input type="checkbox"/> L-A Transit Committee (bus system) |
| <input checked="" type="checkbox"/> Board of Assessment Review | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Cable TV Advisory Board | <input type="checkbox"/> Recreation Advisory Committee |
| <input type="checkbox"/> Community Development Loan Committee | <input type="checkbox"/> Sewer District Trustees |
| <input type="checkbox"/> Community Forest Board | <input type="checkbox"/> Water District Trustees |
| <input type="checkbox"/> Ethics Advisory Committee | <input checked="" type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Volunteers in Police Service | <input type="checkbox"/> Auburn Hall Reception/Office Support |

Signature [Signature] Date 1/5/12

"Providing superior services at an affordable cost"

APR 09 2012 @ 2:10

Board & Committee Appointment Application

City of Auburn

We're so happy that you've decided to volunteer for our community! The giving of your time is commendable and very much appreciated. Without people like you coming forward our community would not be as strong, as vibrant, or as great as it is – thank you so much! Please complete the form below and return it to the City Clerk's office. Again, on behalf of all of us at the City of Auburn, I hope your volunteer experience is rewarding, and thank you for being an outstanding citizen!

This is an application for: New Appointment Reappointment

Name: Brian Whitley Ward: 5 Years as an Auburn Resident: 19

Mailing Address: 257 South Main St. Auburn

Physical Address: same as above

Phone: 831-1028 Email: bdlawhitley@gmail.com

Describe your education and/or experience: BSBA - USM 1992

Which board or committee would you like to serve on? (One per application)

Zoning Board of Appeals

The following are the current committees and boards in Auburn:

- Community Development Loan Committee
- L/A Transit Committee
- Planning Board*
- Recreation Advisory Committee
- L/A Transit Committee
- Auburn Housing Authority
- School Committee
- L/A Cable TV Advisory Board
- Zoning Board of Appeals
- Audit and Procurement
- 911 Committee
- Ethics Panel
- L/A Community Forest Board

Incomplete applications and those which list more than one committee will not be considered. Applications are valid for a period of six months. Submission of an application does not imply or guarantee an appointment to any board or committee. The City reserves the right to appoint board and committee members as vacancies arise and to perform background checks or any other necessary investigations on applicants.

I certify that this information is true to the best of my knowledge and agree to the terms and conditions set forth above.

Signature: Brian Whitley Date: 4/9/12

*When serving on the Planning Board you may not serve on any other boards or committees.



JAN 09 2012
CITY OF AUBURN

Community Service Volunteer Form

We're so happy you've decided to volunteer for our community! The giving of your time is commendable and very much appreciated. Without people like you coming forward, our community would not be as strong, as vibrant, or as great as it is. Thank you so much! Please complete the form below completely and return it to the City Clerk, Roberta L. Fogg (rfogg@auburnmaine.gov) I hope your experience is rewarding. Again, on behalf of all of us at the City of Auburn, thank you for being an outstanding citizen!

Glenn E. Aho
City Manager

Name: Lane Feldman
New Appointment [X] Re-appointment [] Ward: 3
Mailing Address: 75 Western Ave.
Physical Address:
Telephone #: 7863885 Home 2909260 Work Cell
E-Mail Address: bryze1120@aol.com Years as Auburn Resident: 37

Describe your education and/or experience (check here [] if using reverse side for extra space):
Presumably served three terms on the Auburn School Committee

Please check which committee/board/position you wish to participate with: (Check only one committee per application).

- 9-1-1 Committee
Airport Board
Auburn Housing Authority
Board of Assessment Review [X]
Cable TV Advisory Board
Community Development Loan Committee
Community Forest Board
Ethics Advisory Committee
Volunteers in Police Service
Investment Advisory Board
Lake Auburn Watershed Protection Com.
L-A Transit Committee (bus system)
Planning Board
Recreation Advisory Committee
Sewer District Trustees
Water District Trustees
Zoning Board of Appeals [X]
Auburn Hall Reception/Office Support

Signature [Handwritten Signature] Date: 1/5/12

"Providing superior services at an affordable cost"

AUG 14 2012

Board & Committee Appointment Application

City of Auburn

We're so happy that you've decided to volunteer for our community! The giving of your time is commendable and very much appreciated. Without people like you coming forward our community would not be as strong, as vibrant, or as great as it is - thank you so much! Please complete the form below and return it to the City Clerk's office. Again, on behalf of all of us at the City of Auburn, I hope your volunteer experience is rewarding, and thank you for being an outstanding citizen!

This is an application for: New Appointment Reappointment

Name: Walter Grithy Ward: 5 Years as an Auburn Resident: 50

Mailing Address: 69 LORING AVE

Physical Address: SAME

Phone: 207 762-1622 Email: WALTER@GRITTY.COM

Describe your education and/or experience:

Which board or committee would you like to serve on? (One per application)

ASSESSMENT REVIEW

The following are the current committees and boards in Auburn:

- Community Development Loan Committee
- L/A Transit Committee
- Planning Board*
- Recreation Advisory Committee
- L/A Transit Committee
- Auburn Housing Authority
- School Committee
- L/A Cable TV Advisory Board
- Zoning Board of Appeals
- Audit and Procurement
- 911 Committee
- Ethics Panel
- L/A Community Forest Board

Incomplete applications and those which list more than one committee will not be considered. Applications are valid for a period of six months. Submission of an application does not imply or guarantee an appointment to any board or committee. The City reserves the right to appoint board and committee members as vacancies arise and to perform background checks or any other necessary investigations on applicants.

I certify that this information is true to the best of my knowledge and agree to the terms and conditions set forth above.

Signature: Walter W. Grithy Date: 8/13/12

*When serving on the Planning Board you may not serve on any other boards or committees.

Board & Committee Appointment Application **City of Auburn**

We're so happy that you've decided to volunteer for our community! The giving of your time is commendable and very much appreciated. Without people like you coming forward our community would not be as strong, as vibrant, or as great as it is – thank you so much! Please complete the form below and return it to the City Clerk's office. Again, on behalf of all of us at the City of Auburn, I hope your volunteer experience is rewarding, and thank you for being an outstanding citizen!

This is an application for: New Appointment Reappointment

Name: Timothy J Earle Ward: 2 Years as an Auburn Resident: 35

Mailing Address: 212 Lake Street, Auburn, ME

Physical Address: Same

Phone: 207-333-1741 Email: timothy.earle@roadrunner.com

Describe your education and/or experience: I.T. Director for City of Lewiston, ME

Which board or committee would you like to serve on? *(One per application)*

911 Committee

The following are the current committees and boards in Auburn:

- 911 Committee
- Airport Board
- Assessment Review Board
- Auburn Housing Authority
- Auburn Water District
- Auburn Sewer District
- Community Development Loan Committee
- Ethics Panel
- L/A Cable TV Advisory Board
- L/A Community Forest Board
- L/A Transit Committee
- Planning Board*
- Recreation Advisory Committee
- Zoning Board of Appeals

Incomplete applications and those which list more than one committee will not be considered. Applications are valid for a period of six months. Submission of an application does not imply or guarantee an appointment to any board or committee. The City reserves the right to appoint board and committee members as vacancies arise and to perform background checks or any other necessary investigations on applicants.

I certify that this information is true to the best of my knowledge and agree to the terms and conditions set forth above.

Signature:  Date: 8/22/12

*When serving on the Planning Board you may not serve on any other boards or committees.

AUG 02 2012

Board & Committee Appointment Application

City of Auburn

We're so happy that you've decided to volunteer for our community! The giving of your time is commendable and very much appreciated. Without people like you coming forward our community would not be as strong, as vibrant, or as great as it is – thank you so much! Please complete the form below and return it to the City Clerk's office. Again, on behalf of all of us at the City of Auburn, I hope your volunteer experience is rewarding, and thank you for being an outstanding citizen!

This is an application for: New Appointment Reappointment

Name: Daniel W. Lauze Ward: 1 Years as an Auburn Resident: 3

Mailing Address: 464 East Waterman Road Auburn, ME 04210

Physical Address: Same

Phone: (207) 402-0556 Email: dwlauze@gmail.com

Describe your education and/or experience: Call Center Manager, 211 Maine

Which board or committee would you like to serve on? (One per application)

911 Committee

The following are the current committees and boards in Auburn:

- 911 Committee
- Airport Board
- Assessment Review Board
- Auburn Housing Authority
- Auburn Water District
- Auburn Sewer District
- Community Development Loan Committee
- Ethics Panel
- L/A Cable TV Advisory Board
- L/A Community Forest Board
- L/A Transit Committee
- Planning Board*
- Recreation Advisory Committee
- Zoning Board of Appeals

Incomplete applications and those which list more than one committee will not be considered. Applications are valid for a period of six months. Submission of an application does not imply or guarantee an appointment to any board or committee. The City reserves the right to appoint board and committee members as vacancies arise and to perform background checks or any other necessary investigations on applicants.

I certify that this information is true to the best of my knowledge and agree to the terms and conditions set forth above.

Signature: Daniel Lauze Date: 8/2/2012

*When serving on the Planning Board you may not serve on any other boards or committees.

Susan Clements-Dallaire, City Clerk

sdallaire@ci.auburn.me.us

333-6600

IN COUNCIL REGULAR MEETING AUGUST 20, 2012 VOL. 33 PAGE 56

Mayor LaBonte called the meeting to order at 7:00 P.M. in the Council Chambers of Auburn Hall and led the assembly in the salute to the flag. Councilor LaFontaine had an excused absence.

I. Consent Items - none

II. Minutes

Motion was made by Councilor Gerry and seconded by Councilor Shea to approve the minutes of the 8/6/2012 meeting. Councilor Crowley requested that a correction be made on consent agenda item #4, order 56-08062012. Changing the word one to two (years). Passage 6-0.

III. Reports

Mayor's Report – Mayor LaBonté reported.

- City of Auburn work plan

City Councilors' Reports – Councilor Gerry, Councilor Crowley, and Councilor Walker reported.

City Manager's Report

- Website policy

Finance Director, Jill Eastman – July 2012 Monthly Report

Motion to accept the July 2012 Monthly Report was made by Councilor Young and seconded by Councilor Crowley for passage. Passage 6-0.

IV. Communications, Presentations and Recognitions - none

V. Open Session

John Cote – 344 Minot Avenue, Auburn

John Cleveland – 183 Davis Avenue, Auburn

Barry Plouff – 178 Main Street, Auburn

VI. Unfinished Business

1. Order 59-08062012 Approving the refinancing of Bonds, public hearing, second and final reading.

Public Hearing – no public comment.

Passage 6-0.

IN COUNCIL REGULAR MEETING AUGUST 20, 2012 VOL. 33 PAGE 57

VII. New Business

1. **Order 60-08202012** Considering the petition to accept Clubhouse Lane as a public street.

Motion was made by Councilor Shea and seconded by Councilor Gerry.

Public Hearing – Dave Hamilton, 45 Clubhouse Lane

Motion failed 1-5 (Councilors Crowley, Hayes, Walker, Gerry, and Shea).

2. **Order 61-08202012** Approving Veterinary Support Services request to construct a 9,441 square foot building and operate an animal cremation service at 171 Kittyhawk Avenue (PID # 131-002).

Motion was made by Councilor Shea and seconded by Councilor Crowley for passage.

Public Hearing – Mike Gotto

Passage 6-0.

3. **Order 62-08202012** Appointing members to the Water and Sewer Districts, and the CDBG (Community Development Block Grant) Loan Committee.

Motion was made by Councilor Crowley and seconded by Councilor Walker to enter into executive session, pursuant to 1 M.R.S.A. §405(6)(A). Vote 6-0, 8:19 P.M.

The Mayor declared executive session over at 8:33 P.M.

Motion was made by Councilor Shea and seconded by Councilor Hayes to make the following appointments;

Heidi McCarthy – Sewer District Board of Trustees, term expiration 3/1/2016

Bruce Rioux – Water District Board of Trustees, term expiration 3/1/2016

James Wilkins – Water District Board of Trustees, term expiration 3/1/2014

Lee Upton – Water District Board of Trustees, term expiration 3/1/2013

Matt Carter – CDBG Loan Committee, term expiration 9/1/2014

Susan Krongold - CDBG Loan Committee, term expiration 2/1/2015

Traverse Fournier - CDBG Loan Committee, term expiration 2/1/2014

John Cleveland - CDBG Loan Committee, term expiration 9/1/2013

Passage 6-0.

4. **Order 63-08202012** Authorizing the City Manager to sign easements to the Sewer District and to Rivershore Place Housing, LP.

IN COUNCIL REGULAR MEETING AUGUST 20, 2012 VOL. 33 PAGE 58

Motion was made by Councilor Shea and seconded by Councilor Crowley for passage.
Passage 6-0.

VIII. Executive Session

IX. Open Session – no one from the public spoke

X. Future Agenda/Workshop Items – Update on the improvement plans for the Auburn Beach.

XI. Adjournment

Motion was made by Councilor Young and seconded by Councilor Gerry to adjourn.
Passage 6-0, 8:45 P.M.

A True Copy.

ATTEST 
Susan Clements-Dallaire, City Clerk



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: September 4, 2012

Order 64-09042012

Author: Eric Cousens, Director of Planning and Permitting

Subject: Contract with Lisbon to provide Health Officer Services including restaurant, lodging and housing inspections.

Information: During budget presentations, I mentioned to the Council that we are looking for ways to preserve our capacity and keep skilled staff, but also to cut costs. We were approached by Lisbon to see if we could assist them in providing local inspection services for their restaurants, food retailers and lodging establishment (1). As the Council is aware, the proposed Planner Position in the Planning and Permitting Budget was partially funded, but cut by 25% to allow the position to remain vacant for three months. We saw this as an opportunity to collect revenue for a service the department can provide and make up the difference in the salary that was cut from the other position. Cristy Bourget, our City Sanitation Inspector is well qualified for the work and Lisbon and the State DHHS have allowed us to proceed if the Council approves it. In all, the work load is estimated (from past years) to be 35 to 50 hours per year with a maximum of 100 hours as an upper limit. Lisbon would pay the City of Auburn \$10,000.00 for the service. Currently the staff person that would be assigned the task lives in Lisbon, making the travel time minimal as we schedule the inspections at the beginning or end of the day for one-way travel. If that were to change we would need to reevaluate the agreement which can be done annually by March 1st. I recommend that we try the agreement for one year, track our costs, evaluate the employee's experience and decide in February if the City wishes to renew it for 2014. I will be available to answer any questions at the Workshop.

Financial: We anticipate losing \$1500.00 - \$3,000.00 in existing staff capacity (including benefits) in exchange for \$10,000.00 in revenue.

Action Requested at this Meeting: Passage of order.

Previous Meetings and History: Discussed during the 8/20/2012 City Council Workshop.

Attachments:

- Letter from Lisbon Town Manager, Stephen Eldridge
- Proposed contract.



Town of Lisbon

Stephen G. Eldridge
Town Manager

Town Council

Fern Larochelle, Chairman
Lori Pomelow, Vice Chairman
Roger Bickford
Michael Bowie
Mark Lunt
Gina Mason
Lisa Ward

July 18, 2012

Eric Cousens
City of Auburn
60 Court Street
Auburn, ME 04210

Dear Mr. Cousens,

Enclosed are two copies of the Interlocal Agreement for the Health Officer. The agreement was approved by our Town Councilors at their meeting on July 17th with a few minor changes to page 1.

I have forwarded an electronic copy via email outlining the changes. Please feel free to contact me if you have any questions.

If the City of Auburn's Council approves the agreement, would you kindly return a fully executed copy of the agreement to my office?

Respectfully,

Stephen G. Eldridge
Town Manager



Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
David Young, Ward Four

Leroy Walker, Ward Five
Belinda Gerry, At Large
Joshua Shea, At Large

Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDER 64-09042012

Ordered that the City Council hereby authorizes the City Manager to enter into the attached interlocal agreement sharing Health Officer Services for a term of one year through June 30, 2013, at which time the agreement may be renewed for an additional one (1) year term, or such other term as agreed upon between the parties, by the municipal officers of each community.

**INTERLOCAL AGREEMENT
HEALTH OFFICER**

WHEREAS, the expressed purpose of Chapter 115, Title 30-A, as set forth in Section 2201, is to permit municipalities to make the most efficient use of their resources by cooperating with other municipalities to provide municipal services; and

WHEREAS, Section 2203 of Title 30-A permits the joint exercise of municipal powers and authority; and

WHEREAS, the Androscoggin County Communities of Auburn and Lisbon have determined that the shared administration of Health Officer responsibilities promotes the efficient use of municipal powers and resources; and

WHEREAS, the purpose of this Agreement is to determine and set forth the basis upon which the City of Auburn shall provide Health Officer services to the Town of Lisbon on a cooperative basis,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Town of Lisbon ("Town") and the City of Auburn ("City") do hereby agree as follows:

1. Purpose: Recognizing that each individual municipality has a responsibility to its citizens to provide statutorily required health services within that municipality, and the proven capacity of the City to provide experienced and cost effective statutorily required health services, it is the purpose of this Agreement to set forth the terms and conditions under which the City's health personnel shall provide all administrative and technical assistance to the Town for all statutorily required health services.

2. Scope of Services: The general scope of services, as stated in the purpose of this Agreement, is for the City to provide specialized health personnel administrative and technical assistance to the Town. The specific scope of services is set forth in "Exhibit A" which is attached hereto and incorporated herein by reference.

3. Term; Renewal: This Agreement shall be for a term of one (1) year commencing July 1, 2012 and running through June 30, 2013. This Agreement may be renewed for an additional one (1) year term, or such other term as agreed upon between the parties, by the municipal officers of each community.

4. Payment: The City shall be paid by the Town, for the term of this Agreement, the sum of Ten Thousand Dollars (\$10,000.00). This shall be paid in monthly payments of Eight Hundred Thirty Three and 33/100 Dollars (\$833.33). This shall include all requisite supplies, testing, or lab work assigned personnel utilized in providing required services hereunder.

5. Administration: There shall be no separate legal or administrative agency created by this Agreement or otherwise to provide separate administration of this Agreement. To the

extent that any joint administration is required, the Town Managers of Lisbon and Auburn shall operate jointly to provide that administration.

6. Records and Record Keeping: All records, computations, tables, reports, computer data or any other form of record generated by the personnel assigned to provide health services for the Town under the terms and conditions of this Agreement shall at all times be the property of the Town and shall be accessible to the Town at all reasonable times and with reasonable notice.

7. Personnel; Independent Contractor Status: Health related services provided to the Town shall be provided by an employee of the City. The services will therefore be provided to the Town on an independent contractor basis, which individual shall be totally and completely independent from the Town and shall not enjoy status as an employee of the Town. As such, the City shall be responsible for payment of all payroll related taxes, including, but not limited to, Federal, State, and local income tax, Social Security tax, and Unemployment Insurance taxes. The personnel assigned to provide health services to the Town will retain sole and absolute discretion in the judgment of the manner and means of carrying out their activities and responsibilities hereunder. This Agreement shall not be construed as creating any joint employment relationship between the personnel assigned to provide health services and the Town of Lisbon, and the Town will not be liable for any obligation incurred by the personnel, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Worker's Compensation: If required by the laws of this State, the City shall maintain in full force and effect a policy of worker's compensation insurance covering the personnel assigned to perform health services during the term of this Agreement.

9. Certification: The personnel assigned to provide health services to the Town shall have received all necessary training and have all appropriate certifications and qualifications. The individual shall maintain all appropriate certification during the term of this Agreement and any renewal term. The individual shall also participate in all necessary and required training to maintain certification status.

10. Professional Responsibility: Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the personnel providing health services hereunder in accordance with their independent and professional judgment. The personnel shall perform their services substantially in accordance with generally accepted practices and principles of his/her trade. This Agreement shall be subject to the rules and regulations of any and all organizations and associations to which the Agent may from time to time belong and to the laws and regulations governing the practice of the Agent's trade in this State.

11. Authority: While providing services in a participating municipality, the person or persons acting as the Health Official shall be responsible to that municipality's Council.

12. Termination: Any member community may terminate its participation in this Agreement, on a yearly basis, by giving notice to the other member municipalities on or before March 1st preceding the commencement of the July 1st fiscal year.

13. General Conditions:

A. Nondiscrimination. The personnel assigned to the Town of Lisbon, in the performance of their assigned tasks under the terms and conditions of this Agreement, shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, ancestry, age, sex or handicap status. The personnel, in the performance of her assigned tasks under the terms and conditions of this Agreement, shall not discriminate in their relationship with, hiring of, or other contract with subconsultants or suppliers, because of race, color, creed, national origin, ancestry, age, sex or handicap status.

B. No Assignment. Neither this Agreement nor any rights, obligations or responsibilities of any party hereunder, may be assigned.

C. Waiver. The failure or waiver, or successive failures or waivers, on the part of either party to this Agreement, and the enforcement of any conditions, covenants, sections or provisions of this Agreement, shall not render the same invalid or impair the right of either party, or their successors, to enforce the same in the event of any subsequent breach thereof.

D. Construction. This Agreement and its performance shall be construed and governed in accordance with the laws of the State of Maine.

E. Succession. This Agreement, together with its various provisions, shall be binding on the successors of the parties thereto.

F. Integration. This Agreement represents the entire and integrated Agreement between the City and the Town and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by the City and the Town.

G. Notices. All notices, demands and communications hereunder shall be in writing and shall be served or given by registered mail as follows:

Notice to City:

City of Auburn
c/o City Manager
60 Court Street
Auburn, ME 04210

Notice to the Town:

Town of Lisbon
c/o Town Manager
300 Lisbon Street
Lisbon, ME 04250

H. Separability. If any provision of this Agreement or portion thereof, or the application thereof, to any particular person or circumstance, is held to be invalid by a court of competent jurisdiction, the remainder of the Agreement including the remainder of any such provision, and the application thereof, shall not be adversely affected thereby.

This Agreement is executed by the Town and City Councils of the participating municipalities, duly authorized by the Charter of each municipality as follows:

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

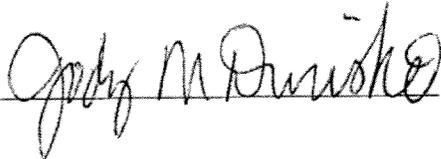
DATE:

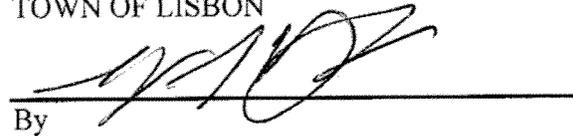
INHABITANTS OF THE
CITY OF AUBURN

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

DATE: July 18, 2012

INHABITANTS OF THE
TOWN OF LISBON




By

Town Manager
Title

EXHIBIT A

Health Officer Scope of Services

In general, the Health Officer (“Agent”) shall be the Department of Health and Human Services (“DHHS”) delegated authority to conduct all inspections of eating, lodging, campground, youth camp establishments and/or health inspections of any other type of establishment licensed by the DHHS pursuant to statute.

In addition, the Agent shall:

- (1) Administer and enforce all health provisions and regulations of the Town code or State law;
- (2) Conduct such inspections as may be necessary and appropriate to ensure compliance with all health related Town code, regulatory provisions or State law, whether such inspections are a response to inquiries or complaints, or at the initiative of the health officer, or in accordance with a program of systematic inspection and enforcement;
- (3) Issue notices of violation and corrective action where necessary and appropriate and to refer violations for corrective action and/or the imposition of penalties as permitted under Town ordinance, regulation or State law;
- (4) Issue all licenses and collect all fees established by the Town; and
- (5) Perform all other duties required by Town Charter, Town ordinances, State law or as may from time to time be requested by the Town manager and/or Town council.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: September 4, 2012

Order 65-09042012

Author: Sue Clements-Dallaire, City Clerk

Subject: Updated pro forma and draft lease

Information: See Double Surface Ice Arena Supplemental Documentation under tab 2 in notebooks.

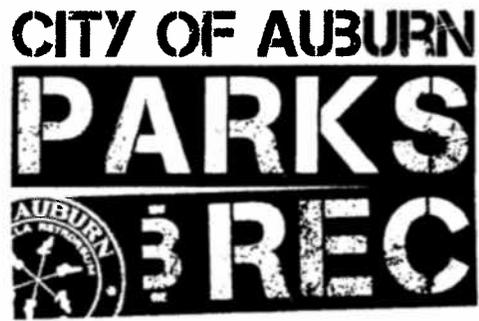
Financial:

Action Requested at this Meeting: City Council may go into Executive Session, pursuant to 1 M.R.S.A. §405(6)(C) with possible action to follow.

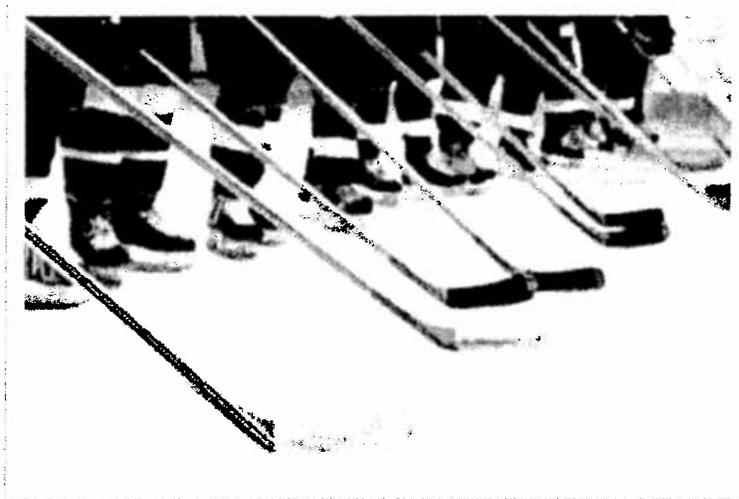
Previous Meetings and History: City Council passed an order authorizing the City Manager to execute the Memorandum of Understanding which details the duties and responsibilities of the City of Auburn and George Schott related to the design, permitting and construction of a double-sheet ice arena at 985 Turner Street in Auburn on 7/2/2012.

Attachments:

- Double Surface Ice Arena Supplemental Documentation



**DOUBLE SURFACE ICE ARENA
SUPPLEMENTAL DOCUMENTATION**



City of Auburn

Parks & Recreation Department

48 Pettengill Park Rd.

Auburn, Maine 04210

www.teamsideline.com/auburnme



LEASE SCENARIO TIMELINE

City of Auburn, Maine

"Maine's City of Opportunity"

Double Surface Ice Rink Draft schedule – LEASE SCENARIO

<u>Date(s)</u>	<u>Milestone</u>
July 13, 2012	Consultant bid announcement
July 27, 2012	Bids received
August 1, 2012	Contract award
August 10, 2012	Consultant provides complete construction timeline
August 13, 2012	Planning board approval
August 15, 2012	Select chilling system (DELAYED)
August 16, 2012	Kick off capital/maintenance fundraiser (DELAYED)
September 17, 2012	Lease agreement approval
September 18, 2012	Break ground
October 1, 2012	Cold floor tubing/ chilling system in
October 1, 2012	Pour concrete
Oct2012-July2013	Construction of the rink- consultant to provide detailed timeline
August 1-9, 2013	Sponsorship signs and dashboards installed
August 1-9, 2013	Cold floors & arena cleaned
August 12-16, 2013	Make and paint ice
August 19-23, 2013	Punch list
August 26-30, 2013	Training on new cooling and mechanical systems
August26-30, 2013	Test skates offered to leagues
August 31, 2013	VIP opening event/open house/dry run for concession stands
September 2, 2013	Open to the public



LEASE SCENARIO PRO FORMA



Enterprise Fund

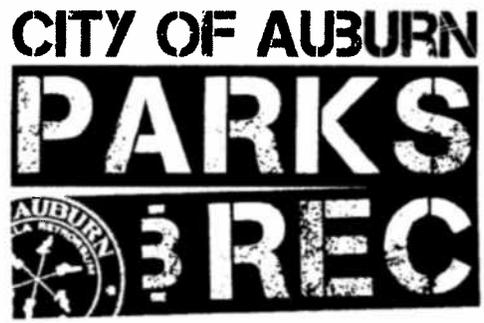
City of Auburn - Double Surface Ice Arena

Income Statement Historical/Forecasted

Lease Scenario
5 Year Pro Forma
DRAFT

INGERSOLL HISTORICAL		FORECASTED								
For the years ended June 30,		2009	2010	2011	2014 D*	2014	2015	2016	2017	2018
REVENUE							2% Increase	2% Increase	1% Increase	1% Increase
Concession Stand		2,964	14,487	39,518	100,000	100,000	102,000	104,040	105,080	106,131
In-House					100,000					
Leased					70,000					
Sign advertisement		8,767	6,334	1,500	128,000	128,000	130,560	133,171	134,503	135,848
Proshop			500	5,830	17,500	17,500	17,850	16,207	18,389	18,573
In-House					17,500					
Leased					11,000					
Tournament Revenues					44,000	44,000	44,880	45,778	46,235	46,698
Holiday Tournament					22,000					
Youth Programs					22,000					
RI-Misc		41,578	-864	18,454						
RI-Public skating		28,831	57,790	14,766		22,500	22,950	23,409	23,643	23,880
RI-Skating instruction		11,038	13,994	14,737		22,500	22,950	23,409	23,643	23,880
Rental Income (4232 Hrs.)		15,540	11,293	329,763		952,200	971,244	990,669	1,000,576	1,010,581
L/A Tians		221,550	321,060		472,500					
ELHS, Leavitt, Poland/GNG, Red Horn					212,400					
Other Schools					76,500					
Maine Hockey Development					54,000					
L/A Seniors					63,000					
Rousseau's Clinics					27,900					
Boston Kremes, Power Play, L/A Edge					45,900					
Investment Income		211	47	43		64,200	65,484	66,794	67,462	68,136
Misc Revenue		734								
Room Rentals (96)					4,800					
Birthday Rentals (48)					12,000					
Special Events (12)					2,400					
Shiny Hockey					15,000					
Clinics In-House (4)					30,000					
		330,479	425,374	424,611	1,360,900	1,377,918	1,405,476	1,419,531	1,433,726	
EXPENDITURES										
Salaries		61,663	72,252	61,916	60,000	222,960	227,419	231,968	236,607	241,339
Director					60,000					
Facilities Manager					60,000					
Administrative Assistant					31,200					
Maintenance Supervisor					26,000					
Ice Attendant (2)					22,880					
Part time Compensation		1,000	18,902	4,284	29,900	29,900	29,900	29,900	29,900	29,900
Ice Attendant (2)					10,900					

Updated 6-28-12 DRAFT
R. Sharma
*2014 D column denotes detailed revenue and expense for FY 2014



BOND SCENARIO TIMELINE

City of Auburn, Maine

"Maine's City of Opportunity"

Double Surface Ice Rink draft schedule w/ referendum – BOND SCENARIO

<u>Date(s)</u>	<u>Milestone</u>
July 13, 2012	Consultant bid announcement
July 27, 2012	Bids received
August 13, 2012	Planning board approval
September 3, 2012	Referendum date set by Council
October 30, 2012	Select chilling system
November 13, 2012	Referendum on arena held
November 14, 2012	Results on referendum
December 3, 2012	Consultant contract award
December 3, 2012	Break ground
December 7, 2012	Consultant provides complete construction timeline
December 30, 2012	Cold floor tubing/ chilling system in
December 30, 2012	Pour concrete
Dec2012-November2013	Construction of the rink- consultant to provide detailed timeline
October 1-9, 2013	Sponsorship signs and dashboards installed
October 1-9, 2013	Cold floors & arena cleaned
October 12-16, 2013	Make and paint ice
October 19-23, 2013	Punch list
October 26-30, 2013	Training on new cooling and mechanical systems
October 26-30, 2013	Test skates offered to leagues
November 2, 2013	Open to the public



BOND SCENARIO PRO FORMA



Enterprise Fund

City of Auburn - Double Surface Ice Arena

Income Statement Historical/Forecasted

Bond Scenario

5 Year Pro Forma

DRAFT

	INGERSOLL HISTORICAL				FORECASTED				
	2009	2010	2011	2014 D*	2014	2015	2016	2017	2018
REVENUE									
Concession Stand	2,964	14,487	39,518	100,000	100,000	102,000	104,040	105,080	106,131
In-House				70,000					
Leased									
Sign advertisement	8,767	6,334	1,500	128,000	128,000	130,560	133,171	134,503	135,848
Proshop		500	5,830	17,500	17,500	17,850	18,207	18,389	18,573
In-House				17,500					
Leased				11,000					
Tournament Revenues				44,000	44,000	44,880	45,778	46,235	46,698
Holiday Tournament				22,000					
Holiday Tournament Youth Programs				22,000					
Youth Programs									
RI-Misc	41,578	-864	18,454						
RI-Public skating	28,831	57,790	14,766		22,500	22,950	23,409	23,643	23,880
RI-Skating instruction	11,038	13,994	14,737		22,500	22,950	23,409	23,643	23,880
Rental income (4232 Hrs.)	15,540	11,293	329,763		952,200	971,244	990,669	1,000,576	1,010,581
Rental income (4232 Hrs.)	221,550	321,080		472,500					
L/A Teams									
ELHS, Leavitt, Poland/GNG, Red Hor.				212,400					
Other Schools				76,500					
Maine Hockey Development				54,000					
L/A Seniors				63,000					
Rousseau's Clinics				27,900					
Boston Kremes, Power Play, L/A Edge				45,900					
Investment income	211	47	43		64,200	65,484	66,784	67,462	68,136
Misc Revenue		734							
Room Rentals (96)				4,800					
Birthday Rentals (48)				12,000					
Special Events (12)				2,400					
Shinny Hockey				15,000					
Clinics In-House (4)				30,000					
EXPENDITURES									
Salaries	61,663	72,252	81,916	60,000	222,960	227,419	231,968	236,607	241,339
Director				60,000					
Facilities Manager				60,000					
Administrative Assistant				31,200					
Maintenance Supervisor				26,000					
Ice Attendant (2)				22,880					
Part time Compensation	1,000	18,902	4,264	29,900	29,900	29,900	29,900	29,900	29,900
Ice Attendant (?)				10,900					
	330,479	425,374	424,611	1,350,900	1,377,918	1,406,476	1,418,531	1,433,726	

Updated 8-28-12 DRAFT
 R. Sharma
 *2014 D column denotes detailed revenue and expense for FY 2014
 **Assumes bond council deems this tax exempt



GENERAL OBLIGATION BOND SCHEDULE

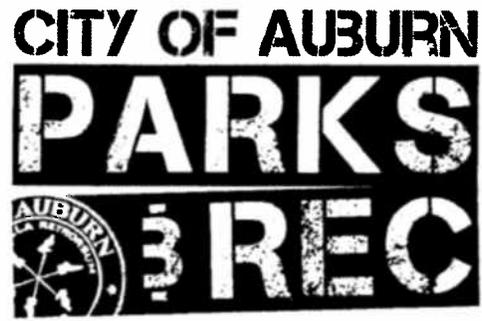
City of Auburn, Maine
2012 General Obligation Bonds
(Skating Arena - \$10.5 million/30 years)

Debt Service Schedule

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
3/ 1/13			210,000.00	210,000.00	210,000.00
9/ 1/13	185,000.00	4.000000	210,000.00	395,000.00	
3/ 1/14			206,300.00	206,300.00	601,300.00
9/ 1/14	190,000.00	4.000000	206,300.00	396,300.00	
3/ 1/15			202,500.00	202,500.00	598,800.00
9/ 1/15	200,000.00	4.000000	202,500.00	402,500.00	
3/ 1/16			198,500.00	198,500.00	601,000.00
9/ 1/16	210,000.00	4.000000	198,500.00	408,500.00	
3/ 1/17			194,300.00	194,300.00	602,800.00
9/ 1/17	215,000.00	4.000000	194,300.00	409,300.00	
3/ 1/18			190,000.00	190,000.00	599,300.00
9/ 1/18	225,000.00	4.000000	190,000.00	415,000.00	
3/ 1/19			185,500.00	185,500.00	600,500.00
9/ 1/19	235,000.00	4.000000	185,500.00	420,500.00	
3/ 1/20			180,800.00	180,800.00	601,300.00
9/ 1/20	245,000.00	4.000000	180,800.00	425,800.00	
3/ 1/21			175,900.00	175,900.00	601,700.00
9/ 1/21	255,000.00	4.000000	175,900.00	430,900.00	
3/ 1/22			170,800.00	170,800.00	601,700.00
9/ 1/22	265,000.00	4.000000	170,800.00	435,800.00	
3/ 1/23			165,500.00	165,500.00	601,300.00
9/ 1/23	275,000.00	4.000000	165,500.00	440,500.00	
3/ 1/24			160,000.00	160,000.00	600,500.00
9/ 1/24	285,000.00	4.000000	160,000.00	445,000.00	
3/ 1/25			154,300.00	154,300.00	599,300.00
9/ 1/25	300,000.00	4.000000	154,300.00	454,300.00	
3/ 1/26			148,300.00	148,300.00	602,600.00
9/ 1/26	310,000.00	4.000000	148,300.00	458,300.00	
3/ 1/27			142,100.00	142,100.00	600,400.00
9/ 1/27	325,000.00	4.000000	142,100.00	467,100.00	
3/ 1/28			135,600.00	135,600.00	602,700.00
9/ 1/28	335,000.00	4.000000	135,600.00	470,600.00	
3/ 1/29			128,900.00	128,900.00	599,500.00
9/ 1/29	350,000.00	4.000000	128,900.00	478,900.00	
3/ 1/30			121,900.00	121,900.00	600,800.00
9/ 1/30	365,000.00	4.000000	121,900.00	486,900.00	
3/ 1/31			114,600.00	114,600.00	601,500.00
9/ 1/31	380,000.00	4.000000	114,600.00	494,600.00	
3/ 1/32			107,000.00	107,000.00	601,600.00
9/ 1/32	395,000.00	4.000000	107,000.00	502,000.00	
3/ 1/33			99,100.00	99,100.00	601,100.00
9/ 1/33	410,000.00	4.000000	99,100.00	509,100.00	
3/ 1/34			90,900.00	90,900.00	600,000.00
9/ 1/34	430,000.00	4.000000	90,900.00	520,900.00	
3/ 1/35			82,300.00	82,300.00	603,200.00
9/ 1/35	445,000.00	4.000000	82,300.00	527,300.00	
3/ 1/36			73,400.00	73,400.00	600,700.00
9/ 1/36	465,000.00	4.000000	73,400.00	538,400.00	
3/ 1/37			64,100.00	64,100.00	602,500.00
9/ 1/37	480,000.00	4.000000	64,100.00	544,100.00	
3/ 1/38			54,500.00	54,500.00	598,600.00
9/ 1/38	500,000.00	4.000000	54,500.00	554,500.00	
3/ 1/39			44,500.00	44,500.00	599,000.00
9/ 1/39	525,000.00	4.000000	44,500.00	569,500.00	
3/ 1/40			34,000.00	34,000.00	603,500.00
9/ 1/40	545,000.00	4.000000	34,000.00	579,000.00	
3/ 1/41			23,100.00	23,100.00	602,100.00
9/ 1/41	565,000.00	4.000000	23,100.00	588,100.00	
3/ 1/42			11,800.00	11,800.00	599,900.00
9/ 1/42	590,000.00	4.000000	11,800.00	601,800.00	
3/ 1/43					601,800.00

	10,500,000.00	7,741,000.00	18,241,000.00
ACCRUED	10,500,000.00	7,741,000.00	18,241,000.00

Dated 9/ 1/12 with Delivery of 9/ 1/12
Bond Years 193,525.000
Average Coupon 4.000000

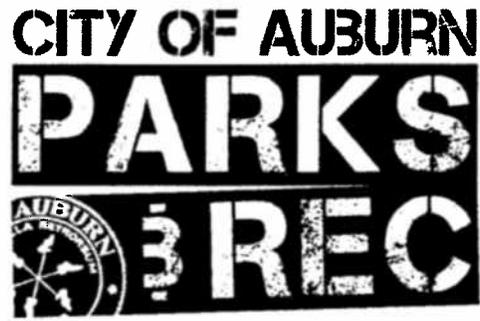


CONSULTANT REPORT

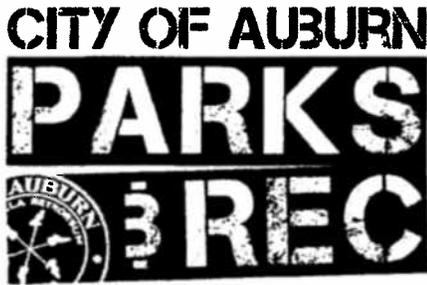


Consultant Report _____

At the time of distribution of this packet, the consultant report from MMD was not yet available. This information will be ready as a supplemental document for the September 4, 2012 Council meeting.



BEST & WORST CASE ICE RENTAL
REVENUE



Best and Worst Case Scenarios – Ice Rentals

The purpose of this document is to outline the best and worst case scenarios with respect to ice rentals for the proposed twin rink facility.

Best Case Scenario

- Total Available Hours – 8,192
- Total Rented Hours – 8,192
- Total Reserved Hours (Internal Programming) – 1,468
- Total Revenue – \$1,682,200 (6,440 prime hrs. X \$225) + (3,220 non prime hrs. X \$175) – (1,468 internal prog. hrs. X \$225)
- Net Profit/Loss (After Expenses) – \$350,689

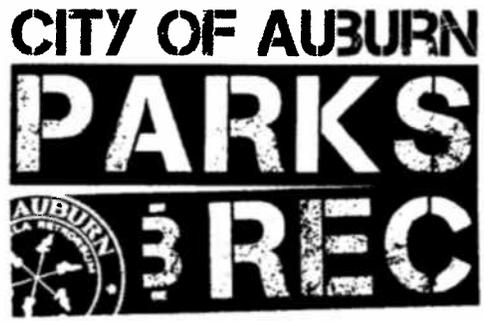
Under the best case scenario, all available hours would be rented at the rate of \$225 per hour for prime time ice (Mon-Fri 2-10 p.m. & Sat-Sun 7 a.m.-10 p.m.), and at \$175 per hour for non-prime ice (Mon-Fri 7 a.m.-2 p.m.)

Worst Case Scenario

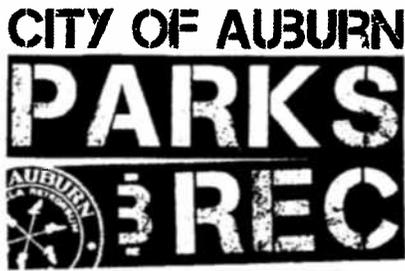
- Total Available Hours – 8,192
- Total Rented Hours – 1,748
- Total Reserved Hours (Internal Programming) – 1,468
- Total Revenue – 393,000 (1,748 Hrs X \$225 per hour)
- Net Profit/Loss (After Expenses) – \$-938,211

Under the worst case scenario, only clients who currently rent ice at Ingersoll Arena are accounted for in the revenue figures. Additionally, the revenue figure does not account for any birthday parties, room rentals or special events.

***Note** – Should the twin rink facility sustain a net loss after expenses, the losses will have to be covered through the general fund account.



MARKETING SYNOPSIS



Marketing Synopsis

The purpose of this document is to outline the marketing strategies to be used in conjunction with promoting the twin rink ice facility. The goal of our marketing approach and integrated marketing communications will be to make our facility a destination point and create value for our customers. We will seek to satisfy our clientele's personal value equation by building and maintaining relationships that are founded on confidence, loyalty, customer service and above all, value. Positioning our "brand" will also be important, as we seek out creative ways for customers to engage in ice-related activities. Analyzing and making changes to our supply chain is another area we will explore to create more value for our customers. Utilizing channel partners both "upstream" and "downstream" will be an additional method for our communications.

Situational Analysis

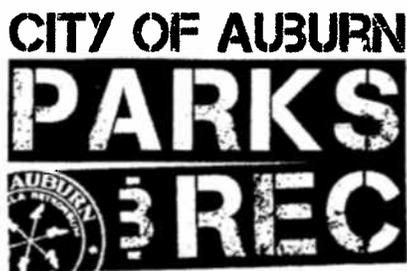
In conjunction with a private developer, the City of Auburn Department of Parks and Recreation is in the process of developing a new twin rink ice arena which will be the first of its kind in Maine. The facility will be located on the corner of King's Way and Turner Street, a major retail and hospitality corridor.

As this point in time, 60% of the available ice time has been committed to hockey programs, and of this, 89% of prime time ice has been accounted for. The remaining 40% will be devoted to a variety of other ice related activities such as: instructional and recreational skating, clinics, as well as, dry-use events such as: home shows, flower shows, college fairs, etc.

To maximize capacity, the City will seek marketing support to help brand and promote the arena so that the Department can sell the remaining 40% of available ice time. Non-prime ice will be the focus, and the most challenging type of time to sell.

Market Segmentation/Target Audiences

Demographic data points to youth-based activities being a primary generator of revenue for the facility. Additionally, secondary users such as parents and grandparents often engage in ice related recreation with their families. Segmenting our marketing messages to defined age groups will help to ensure our messages reach our intended audiences over a broad spectrum. An example of age segmentation can include: ages 3-5, 5-18, 18-35 & 35 and over.



Marketing Synopsis

Target markets are important as a basis for focusing the marketing message. We will seek to target our messages primarily to out of state and out of market hockey clubs, youth hockey programs, travel hockey programs, high school hockey programs, day care centers and summer camps. These target markets will have a focused message which will demonstrate safety, fun and value. Tournaments and clinics are another opportunity for primary market segmentation. We will seek to target local, regional and national tournaments that can expand our area of influence and make our facility a destination point.

Secondary target audiences have been identified as the local community. Marketing messages will be developed to encourage local residents and grade-school aged children to utilize the arena for family recreation, skating classes and birthday parties as well as, attending local tournaments and youth hockey events.

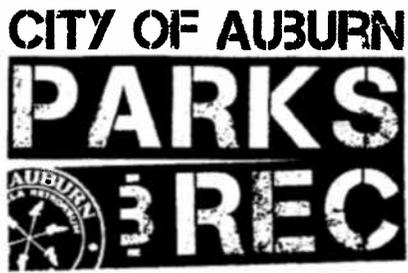
Tertiary target audiences will be segmented into providers of conferences and events. Securing a variety of community events that will utilize dry-use time available at the arena will be a dedicated effort towards selling non-prime hours.

Sponsorships and business advertising is another prospect for marketing efforts. We will focus primarily on creating a value in our sponsorship offerings and presenting information on how a corporation, business or private individual can take advantage of the advertising potential our facility offers. Our pro forma accounts for revenues of \$28,000 for advertising and sponsorship, however, it has been suggested that this figure is low and a figure of approximately \$128,000 can be expected.

Promotional Mix and Advertising Mediums

The strategy of the facilities promotion mix will be to employ advertising, personal selling and public relations. Some advertising mediums which can be utilized that are purposeful and especially effective include:

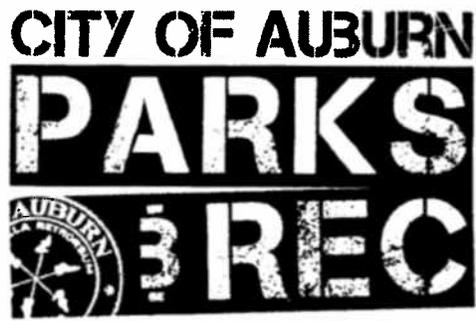
- New media
 1. Social Media
 - a) Facebook
 - b) Twitter
 - c) Google Plus
 - d) Mobile marketing



Marketing Synopsis

- Traditional Media
 1. Newspapers
 2. Flyers
 3. Television
 4. Radio

In addition to the outlined strategies, the facility will work with marketing professionals to further segment the market, develop more marketing strategies and determine the most effective means to communicate our message.



REDEVELOPMENT/REUSE
INGERSOLL ARENA



MEMORANDUM

TO: Clint Deschene, City Manager

FROM: Keith A. McBride, Economic Development Assistant
Ravi Sharma, Director of Parks & Recreation

DATE: July 12, 2012

RE: **Redevelopment/Reuse of Ingersoll Arena**

The Turner Street double-sheet ice arena project raises questions about the future of Ingersoll Arena. You have asked that we look at various options for re-use of the Ingersoll space.

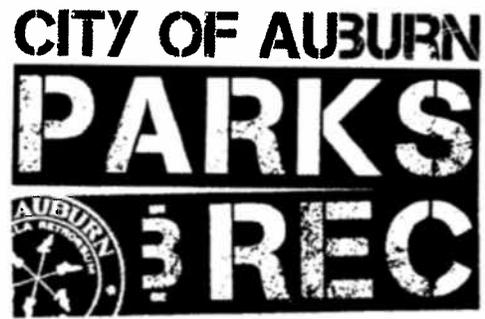
First, we researched other ice arenas around the country which were converted to a different use. In the majority of cases, these spaces were used for warehouse space. For a number of reasons, this is not appropriate for Ingersoll. One arena in Minnesota was planned to be re-developed as senior citizen housing, but the developer never brought that project to fruition. While a residential use is better than industrial, Ingersoll should ideally stay in a recreational use.

We recommend that the city assess the feasibility of converting Ingersoll into an indoor turf-field facility which could accommodate football, indoor lacrosse, indoor soccer, and winter training facilities for baseball and softball. We will need a much clearer picture of the costs associated with this redevelopment. Aside from the expense of laying artificial turf, this would also necessitate HVAC improvements so that the facility can be fully heated.

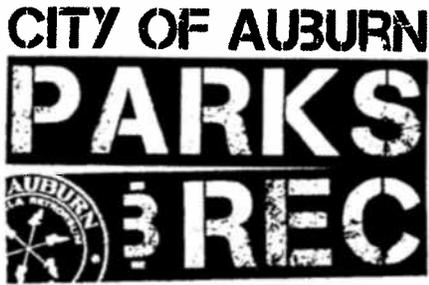
On the other hand, turf facilities have revenue potential, and cost less to maintain than ice or natural grass surfaces. We have already been contacted by one potential client, a professional soccer team from Portland, who is interested in buying some time at Ingersoll for winter training and soccer clinics.

If you would like more information on Ingersoll's potential as an indoor soccer/lacrosse turf field, please do not hesitate to ask. At some point, we will have to get a detailed estimate of costs, and a better picture of potential revenues before we make any recommendation to the community.

Other potential uses have been discussed such as: indoor tennis courts, artificial rock climbing equipment, batting cages and artificial pitching mounds and a synthetic surface indoor track. We also welcome other suggestions or proposals for re-use of Ingersoll, as there could be many other ways to take advantage of Ingersoll as a community asset.



INGERSOLL ARENA
INDOOR TURF FACILITY
DRAFT FINANCIALS



Ingersoll Indoor Sports Turf Facility _____

Estimated Revenue and Expense

Competitor price: \$250 – 315 per hour

Proposed Hourly Fees:

Hourly rental rates \$125.00 per hour (full field)
 Hourly rental rates \$75.00 per hour (half field)
 Hourly rental rates \$50.00 per hour (Quarter field)
 Batting cages: (2) \$50.00 per hour

Rental Hours Available:

Field Rental: (Best Case)

Monday – Friday	3pm – 9pm	30 hours x \$125	=	\$3,750
Sat – Sun	7am – 9pm	28 hours x \$125	=	<u>\$3,500</u>
Total Field Rental per week				\$7,250
Total Field Rental per month:				\$29,000
Total Field Rental per year: (10 months)				\$290,000

Batting Cages: (Best Case)

Monday – Friday	3pm – 9pm	30 hour x \$50	=	\$3,000
Sat – Sun	7am – 9pm	28 hours x \$50	=	<u>\$2,800</u>
Total cage Rental per week:				\$5,800
Total cage Rental per month				\$23,200
Total cage Rental per year: (10 months)				\$232,000
Total Field & Cage Rental per year: (Best Case)				\$522,000
75% Rental Capacity				\$391,500



Ingersoll Indoor Sports Turf Facility _____

50% Rental Capacity \$261,000

<u>Operating expense:</u>	<u>Monthly</u>	<u>Yearly</u>
Salary	\$7,280	\$87,360
Electricity:	\$1,800	\$18,000
Heat/AC	\$1,000	\$10,000
Insurance	\$416	\$5,000
Operating supplies	\$500	\$5,000
Phone	\$100	\$1,200
Equipment	\$500	\$5,000
Investment(Current Bond Payment)		\$87,000
Misc Expense	<u>\$500</u>	<u>\$5,000</u>
Total Expense	\$12,096	\$223,560

<u>Estimated Revenue:</u>	<u>Estimated Expense:</u>	<u>Net Profit/Loss:</u>
\$522,000 (100%)	\$223,560	+298,440
\$391,500 (75%)	\$223,560	+167,940
\$261,000 (50%)	\$223,560	+37,440

Rental Customer Base:

- Youth- Middle School- High School – Adult leagues
- Baseball – Softball - Football – Lacrosse – Soccer – Field Hockey
- Mostly training and practices – some games
- Internal programming developed by staff



ORGANIZATION DRAFT RENTAL
CONTRACT

Auburn Twin Rinks Rental Contract Organization Use

City of Auburn



Organization Information

Name: _____

Contact Person: _____

Mailing Address: _____

Phone: _____ Email: _____

The above organization, known as the Renter, is entering into agreement with the City of Auburn to use the facilities of Twin Rink Ice Arena from _____ to _____
(Month/Day/Year) (Month/Day/Year)

Facility Definition

Use of the facility includes the ice, locker rooms, bleachers, and concessions.

Rules and Guidelines

The Renter and all associate persons agree to abide by the following rules, guidelines, and restrictions:

1. All persons engaging in hockey must wear a helmet with a face mask, gloves, and skates.
2. No participants are allowed to carry children (in their arms, on their back, in a sling, etc.) while on the ice.
3. Locker rooms are to be cleaned after use.
4. All posted Arena rules must be followed.
5. Compliance with all Federal, State and Local laws.

Cancellation Policy

The Arena may cancel Facility Use Hours due to mechanical malfunction or weather conditions. Cancellation of any part of this contract by the Renter must be made thirty days prior to the contract start date.

Insurance Requirements

The Renter covenants and agrees, at its sole cost and expense, to obtain, keep and maintain, in full force and effect, for the mutual benefit of the city and the Renter, a commercial general liability insurance policy including a combined single limit of not less than \$500,000.⁰⁰ per occurrence, with respect to bodily injury, death or property damage, and an aggregate limit of not less than \$1,000,000.⁰⁰.

This certificate of insurance must be provided to an Arena representative at least seven days prior to the contract start date. The Auburn Parks and Recreation Department, 48 Pettengill Park Road, Auburn, ME 04210 must be listed as a certificate holder.

Auburn Twin Rinks Rental Contract Organization Use

City of Auburn

Terms and Conditions

- The City of Auburn retains the right to resell unguaranteed hours as of 60 days prior to contract start.
- All Facility Use Hours transferred to a different day or changed from their original uses must be approved in writing by a representative of the City of Auburn. All hours transferred must be used within the current contract term.
- A rebooking fee of \$100.⁰⁰ will be assessed for any hours deducted from the original contract.

Facility Rental Rate: \$ _____ /hour		
Total Hours Rented: _____		
\$ _____ (Rate)	x _____ (Hours)	= \$ _____ (Total)

Payment Options

A non-refundable deposit of \$ _____ equal to 10% of the contract total is due at the time of the contract signing.

- Payment in full may be made in advance of the contract start date.
- Payment may be made in equal installments throughout the contract term.

Payments, with the exception of the deposit, are to be paid to the Finance Department at:

Auburn Hall
60 Court Street
Auburn, ME 04210

Payments **will not be accepted** at the Arena or the Recreation Office.

As the responsible official for the above-named organization, I hereby acknowledge, by signing below, that the organization agrees to assume all risk for all participants and release the City of Auburn, the Parks and Recreation Department, and all employees and officials thereof, from any claims for personal damage or injury arising from these activities.

Renter Signature

Date

Arena Representative Signature

Date



PRIVATE USE DRAFT RENTAL CONTRACT



Auburn Twin Rinks Rental Contract Private Use

City of Auburn

Renter Information

Name: _____

Mailing Address: _____

Phone: _____ Email: _____

The above person, known as the Renter, is entering into agreement with the City of Auburn to use the facilities of the Twin Rinks on _____ from _____ to _____.
(Date) (Start Time) (End Time)

Use of the facility includes the ice, locker rooms, bleachers, and concessions.

The Renter and all associate persons agree to abide by the following rules, guidelines, and restrictions:

1. All persons engaging in hockey must wear a helmet with a face mask, gloves, and skates.
2. No participants are allowed to carry children (in their arms, on their back, in a sling, etc.) while on the ice.
3. Locker rooms are to be cleaned after use.
4. All posted Arena rules must be followed.
5. Compliance with all Federal, State and Local laws.
6. Cancellation of this contract must be made at least seven days in advance of reserve date.
7. All fees must be paid in full before facilities are to be used.

Facility Rental Rate: \$ _____ /hour

Total Hours Rented: _____

\$ _____ x _____ = \$ _____
(Rate) (Hours) (Total)

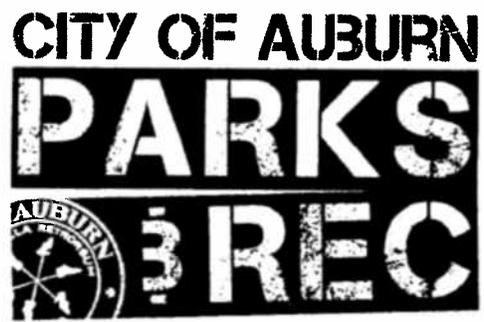
The Renter agrees to assume all risk for participants and release the City of Auburn from any claims for personal damage or injury which may arise from participating in activities in this facility. The renter also agrees to abide by the above rules and guidelines, and to pay the amount in full before any participants enter onto the ice. Failure to do so may result in cancellation of contract without return of fees and loss of future ice rental privileges.

Renter Signature

Date

Arena Representative Signature

Date



ADVERTISING DRAFT CONTRACT



Auburn Twin Rinks Advertising Contract

City of Auburn

Organization Information

Name: _____

Contact Person: _____

Mailing Address: _____

Phone: _____ Email: _____

The above organization, known as the Advertiser, is entering into agreement with the City of Auburn to display signage at the Auburn Twin Rinks from _____ to _____.
(Month/Day/Year) (Month/Day/Year)

Signage Options

Sign Size	Sign Location	Sign Cost (per Year)
<input type="checkbox"/>	Ice Resurfacer (Both Sides)	\$5,000
<input type="checkbox"/>	Ice Resurfacer (One Side)	\$2,500
<input type="checkbox"/>	Ice Resurfacer (Front)	\$1,500
<input type="checkbox"/>	Scoreboard (Full)	\$5,000
<input type="checkbox"/>	Scoreboard (Half)	\$2,500
<input type="checkbox"/>	Time of Day Clock	\$2,500
<input type="checkbox"/>	Dasher Board – 3' X 16'	\$1,000
<input type="checkbox"/>	On-Ice Logo – 3' X 8'	\$1,200
<input type="checkbox"/>	Wall Sign – 4' X 8'	\$750
<input type="checkbox"/>	TV Monitor Display (Every Hour)	\$750
<input type="checkbox"/>	Puck Wall (Gold)	\$1,000
<input type="checkbox"/>	Puck Wall (Silver)	\$500
<input type="checkbox"/>	Puck Wall (Bronze)	\$250

Sign Specifications

Cost of the sign includes the sign itself, logo/artwork, text, and year-round display

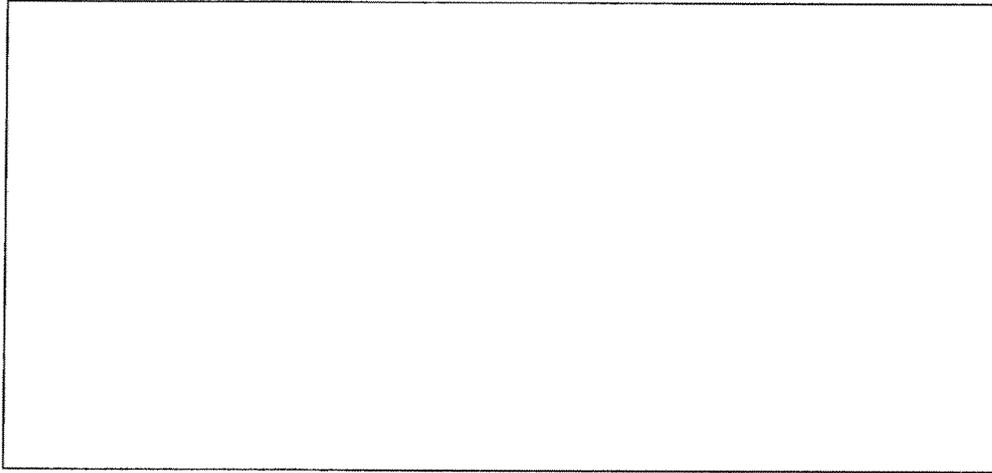
- Wall mount is 4' x 8' corrugated plastic
- Dasher board 3' x 16' vinyl

Auburn Twin Rinks Advertising Contract

City of Auburn

- Ice resurfacers 4' x 8' vinyl

Sketch of sign design, including text and logo placement:



Text wording, colors, and style: _____

Copyright Release

Attach a copyright release allowing the sign company to use the logo provided.

Damage to Signs

The purchaser(rentee) is responsible for the cost of making repairs to signs damaged during the normal course of activities at the Auburn Twin Rinks. Acts of theft and/or vandalism, or damage that is not the result of normal arena activities is the responsibility of the Auburn Twin Rinks (renter).

Contract Terms

Sign display contracts are for a term of one year. Contracts are renewed annually in October.

Auburn Twin Rinks Advertising Contract

City of Auburn

Payment

An invoice will be sent to the advertiser. Payments are to be made to the Finance Department at:

Auburn Hall
60 Court Street
Auburn, ME 04210

Payments **will not be accepted** at the Arena or the Recreation Office.

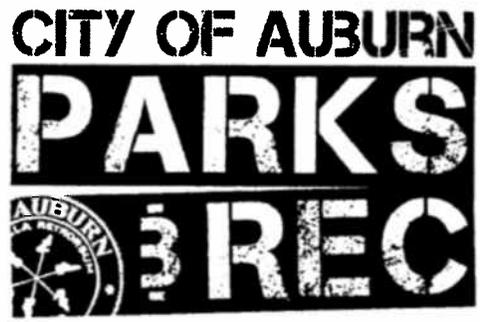
As the responsible official for the above-named organization, I hereby acknowledge, by signing below, that the organization agrees to pay the City of Auburn the amount listed in the table above for year-round display of an advertising sign.

Advertiser Signature

Date

Arena Representative Signature

Date



PRO SHOP LEASE DRAFT AGREEMENT

CITY OF AUBURN
TWIN RINK FACILITY
PRO SHOP LEASE AGREEMENT

THIS AGREEMENT made and entered into by and between the CITY OF AUBURN (hereinafter called the "Lessor" or "Landlord") and _____, hereinafter called the "Lessee" or "Tenant".)

WITNESSETH: That the Lessor for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, hereby lets and leaves to the Lessee, certain Premises, properties and improvements thereon, situated at the Twin rink Facility, located on Turner street, Auburn Maine, and more specifically described in Schedule A attached hereto.

1. **Term:** This rental agreement shall be for a period commencing September 1, 2013 and terminating August 31, 2014.

2. **Rents:** The Lessee agrees to pay to the Lessor as rental payments the amount of NINE HUNDRED AND SIXTEEN DOLLARS(\$916.00) per month for each year of the Lease agreement. All monthly payments shall be made by the 1st day of each month, by check, payable to the City of Auburn. Any amount which is past due shall be subject to an 1½% additional charge each month until paid. **Note: If the Lessee makes payment by check and there are insufficient funds to cover said amount being paid, It shall be cause for the City to immediately terminate this contract and the City shall pursue any legal action required for the proper collection of funds owed.**

3. **Period of Operation:** The Lessee agrees to operate the Pro Shop hours no less than the based upon agreement with the Twin Rink facility Management which is described on Schedule B attached here to. The Pro Shop must remain open for high school interscholastic games, tournaments, and other special events as directed by the Twin Rink facility Management. If, due to inclement weather conditions or mechanical breakdowns, or other reasons beyond the control of the Lessee, the Pro Shop may choose not to open for the day in question, if agreed by Twin Rink Facility Management or his designate.

4. **Use of the Premises:** The Premises described in this agreement (hereinafter the "Pro Shop) shall be used for the sole purpose of providing hockey equipment sales, skate sharpening and repairs to hockey equipment to persons attending the TRF and through public access. All

equipment sold and repairs provided by the Lessee shall be paid for at prices which are predetermined by the Lessee and posted at the Pro Shop. The Lessee must provide at their expense, prior to opening of operations all the equipment necessary, to perform properly, the services listed above.(skate sharpening machine, hockey equipment such as hockey sticks, tape, mouth pieces, helmets, gloves, skates, skate laces and repair supplies,) **The purchase of skate rentals** will be discussed and agreed upon between Lessor and or its designate and the Lessee. Final discretion of the agreement will be given to the Lessor.

5. **Records and Statements:** The Lessee agrees to keep a full and true account of all receipts and disbursements in a form prescribed by the City for that purpose and shall furnish to the City at time of monthly payments, a statement of the gross income derived from the operation of the Pro Shop, as defined in paragraph 2 above, for the duration of this agreement. All books, accounts, records and operation of the Pro Shop shall be open to inspection by the City at all reasonable times.

6. **Equipment and Fixtures:** Lessee shall provide at their own expense, all equipment needed to perform repairs and services which may be necessary or desirable for the proper operation of the Pro Shop. Should any equipment or fixtures need to be attached or installed to the Premises, the Lessee agrees to get written consent from the TRF Management prior to any installation.

7. **Utilities:** The Lessor agrees to supply electrical power to the Premises for the use by the Lessee. Any gas service, heat, telephone or other utilities that may be required by the Lessee shall be maintained and paid for by the Lessee.

8. **Signs:** No signs will be permitted inside or outside lease Premises described above hereinafter the "Pro Shop" unless written approval by TRF Management. After approval is submitted in writing, all signs approve shall meet City rules, regulations, codes and ordinances currently existing at Lessees expense.

9. **Maintenance and Repairs:** The Lessee shall keep and maintain in good order, condition and repair (which repair shall mean replaced if necessary) the Premises and every part thereof, including without limitation, all doors, windows, glass, fixtures, interior walls, floors, equipment and ceilings. Such repairs and/or maintenance shall be made promptly and in a good and workman-like manner by the Lessee. If Lessee refuses or neglects to commence or complete repairs promptly and adequately, the City may, but shall not be required to do so, make or complete said repairs and Lessee shall pay the costs thereof to the City upon demand. The Lessor or TRF Management retains the right to enter the Premises for inspection and maintenance at any reasonable time.

10. **Personnel:** The Lessee agrees during the period of operation of the Pro Shop described in this agreement, to operate the Pro Shop personally or to employ qualified personnel, who shall be fully authorized to act and represent the Lessee in all matters professionally, pertaining to the operation and management of the Pro Shop covered in the agreement. The personnel shall at all times be neat and dressed in clean and suitable attire. Personnel must use the necessary safety equipment at all time. TRF Management has the discretion of speaking with Lessee to express dissatisfaction of personnel and request that correction be made. If corrections are not made, said Lease agreement will be considered to be in default and may be terminated.

11. **Exclusivity:** During the time that this agreement is in full force and effect, the City shall not grant a lease or agreement to any other person or company which shall in any way compete with herein granted to the Lessee during the hours that the Lessee is in operation.

The City shall have **exclusivity** in the renting of ice skate rentals for all, but not limited to all public skating events, Birthday parties and any other events that may include skate rentals for the entirety of the lease agreement. An agreement may be made in writing between the Lessor or its designate and the Lessee that may supersede the exclusivity agreement of ice skate rentals.

12. **Assignment and Subleasing:** This Pro Shop shall be not sublet in whole or in part without the written consent of the City.

13. **Compliance With Laws:** The Lessee agrees to comply strictly with all laws of the City of Auburn, State of Maine, and United States of America and all rules and regulations governing the conduct of the personnel and management of the Pro Shop. All licenses or permits are the responsibility of the Lessee.

14. **Sanitation:** The Lessee agrees to keep all equipment, fixtures and the Premises themselves in a clean and sanitary condition at all times, and to remove all rubbish, waste and garbage promptly to a place designated by the City.

~~15. **Insurance:** The Lessee covenants and agrees, at its sole cost and expense, to obtain, keep and maintain in full force and effect for the mutual benefit of the City and the Lessee the following policies of insurance:~~

(a) Statutory Workers Compensation;

(b) A commercial general liability policy including a combined single limit of not less than \$500,000 per occurrence, with respect to bodily injury, death or property damage, and an aggregate limit of not less than \$1,000,000. Provided, however, that the City shall have the right during the lease term to require Lessee to obtain increased liability coverage to reflect the cost of living increases during the term of this lease, or to comport with generally accepted industry standards in the trade at such time;

- (c) During any construction or alterations performed by the Lessee or by the City, the City or Lessee, as the case may be, shall keep in force for the protection of the City and the Lessee, workers compensation insurance coverage with an insurance carrier licensed to do business in the State of Maine, covering-all persons employed by Lessee or by the City, or its contractors, in connection with the construction or alterations, and satisfying the requirements of the statutes of the State of Maine;
- (d) The Lessee shall insure his personal property on the lease Premises against physical loss or damage by at least the perils of fire and lightning, extended coverage, vandalism, malicious mischief and where pertinent, sprinkler leakage. The City shall have no obligation to replace, restore or repair any fixtures or personal property installed in or improvements made on the Premises by Lessee;
- (e) All insurance required under this paragraph shall be effected under valid enforceable policies issued by insurers as recognized responsible and authorized to do business in the State and otherwise reasonably acceptable to the City. All property (i.e. casualty) insurance policies shall name the City as additional insured. All liability insurance policies shall list the City as an additional insured. Upon the execution of this lease, the original policies procured by Lessee pursuant to this paragraph, or conforming copies thereof, shall be delivered to the City at least thirty (30) days prior to the expiration date of any policy of insurance required to be procured by Tenant under this paragraph, the original renewal policy (or conforming copies thereof) for such insurance shall be delivered by Tenant to Landlord and any additional insured, loss payee, or mortgagee, as the case may be, and certificates thereof shall be delivered as aforesaid, together with satisfactory evidence of payment of the premium thereon. All policies referred to in this paragraph shall, to the extent then generally obtainable, contain agreements by the insurers that (a) any loss shall be payable to the City, notwithstanding any act or negligence of the City which might otherwise result in forfeiture of said insurance, (b) such policies shall not be canceled ~~except upon thirty (30) days prior written notice to each name~~ insured, additional insured mortgagee and loss payee, as the case may be, and (c) the coverage afforded thereby shall not be affected by the performance of any work in or about the Premises;
- (f) If Tenant fails to procure the aforesaid insurance policies and pay the premiums for the same and deliver all such original policies or conforming copies thereof to the City within the time provided for in this lease, the City shall nevertheless have the right, without being obligated to do so, to procure such insurance and pay the premiums therefore, and all such premiums paid by Landlord shall be paid to Landlord on demand as additional rent. Tenant's failure to repay the same as aforesaid shall constitute a default under this lease;

16. **PRODUCT LIABILITY:** Lessee shall warrant that the equipment being sold is free from defects in material and workmanship, and was built in conformity with all applicable requirements of the Federal Government and the State of Maine for such equipment. If any breach or this warranty becomes apparent:

- (1) within a period of ONE (1) year after the date of purchase by the individual(s) or;
- (2) within such longer period as may be provided in such specifications for specific components by the manufacturer or;
- (3) in the case of latent defects, within one (1) year on the discovery of the breach;

the Lessee shall, upon written notice from the City, correct such nonconformity. All costs associated with corrections shall be borne by the bidder.

The Lessee shall obtain and maintain product liability insurance for a period of One (1) year after the date of purchase by individual(s) in an amount no less than FIVE HUNDRED THOUSAND Dollars (\$500,000) per person and ONE MILLION Dollars (\$1,000,000) per incident, and shall furnish to the City a certificate of insurance naming the City of Auburn as an additional insured and establishing that such insurance is in effect and shall not be modified or canceled on less than sixty (60) days notice to the City.

In consideration of the lease of the Pro Shop by the City, the Lessee shall agree to defend, indemnify and hold harmless the City from any loss, expense, cost, claim or judgment, including reasonable attorney's fees, arising from any claim for bodily injury, property damage or any other damage or injury when defects in the equipment have caused such injury or damage, or to the extent such defects contributed to such injury or damage;

17. **Waiver of Subrogation:** The City and Lessee agree that all fire and extended coverage insurance policies and comprehensive general liability policies carried by them, respectively, ~~covering the Premises or any property located thereon, shall contain a clause permitting the~~ insured to waive the insurance carrier's right of subrogation against any third person arising out of the occurrence of any casualty insured against. Landlord and Tenant agree that each of them waives to the other such right of subrogation. Provided, however, this waiver of subrogation provision shall become inoperative and null and void if the insured party contracts for insurance required to be carried under the terms of this lease with an insurance company which (i) takes the position that the existence of this waiver of subrogation provision vitiates or would adversely affect any policy insuring the insured party in a substantial manner or (ii) requires the payment of a higher premium by reason of the existence of this waiver of subrogation provision, unless in the latter case, the other party within ten (10) days notice thereof from the insured party pays such increase in premium.

18. **Taxes:** The Lessee hereby certifies that he is in good standing with respect to, or in full compliance with, plan to pay any and all taxes due any local, state and federal agencies as of the date of the execution of this agreement.

19. **Indemnification/Release:**

- (a) Except for claims arising out of the wrongful acts or negligence of the City, Tenants shall protect, indemnify, save and keep harmless the City, its agents, employees, and invitees against and from all claims, losses, costs, damages or expenses, including reasonable attorneys fees, arising out of or from any accident or other occurrence in, on or at the Premises described herein, the occupancy of use of the Premises, or any act or omission of Lessee, its employees, agents, invitees, subtenants, licensees, assignees or contractors. Lessee shall protect and save and keep the City harmless and indemnify it against and from any penalty or damage or expense, including reasonable attorneys fees, or charges imposed for any violations of any law or ordinance whether occasioned by the neglect of Lessee or those holding under Lessee, and also will protect, indemnify, save and keep harmless the City or the City's employees, tenants, or invitees against and from any and all claims and against and from any and all loss, cause, damage, liens or expense, including reasonable attorneys fees, arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions of this lease;
- (b) The Lessee shall also indemnify and hold the City harmless against all claims, demands, liabilities, lawsuits, damages, costs and expenses, including legal fees, incurred by the City as a result of any mechanics liens, or security agreement filed against the leased property, or any equipment therein, or any materials used in construction, alteration or improvement of the Premises;
- (c) Lessee agrees to make no claim against the City and to assume responsibility of defending, at Lessee's own expense, including reasonable attorney's fees, any claim which will be made against the City by any agent, employee, licensee or invitee of Lessee or by others claiming the right to be on or about the Premises through or under Lessee for any injury, loss or damage to person or property occurring upon the Premises, from any cause other than the negligence of the City.

20. **Default:** The City may cancel and terminate this agreement, upon giving five (5) days written notice to the Lessee, if the Lessee shall violate any terms or conditions of this lease or at anytime fails, neglects or refuses to fulfill or to perform any of the stipulations of this agreement. In such case it shall be lawful for the City, its agents or assigns, to commence forcible entry and detainer action against the Lessee pursuant to state law.

The Lessee shall pay and indemnify the Landlord against all costs, charges and expenses, including reasonable attorneys fees, incurred by the City in connection with the enforcement of its rights under this lease, including the collection of rents or other amounts due under this lease, or in obtaining possession of the Premises after the default of the Tenant or after the Tenant's default in surrendering possession upon the expiration or earlier termination of the term of this lease or extended term, or enforcing any covenants of the Lessee herein contained.

21. **Destruction or Damage by Fire or Other Casualty:** This lease is made on the condition that if the Premises or any part thereof be damaged or destroyed by fire or other casualty so as to render said Premises unfit for use and occupancy, a just and proportionate part of the rent, according to the nature and extent of the injury to said Premises, shall be suspended or abated until said Premises have been put in as good condition for the use and occupancy as at the time immediately prior to such damage or destruction, unless said destruction or damage was caused by the acts or negligence of the Lessee, its employees, agents or invitees. The City will proceed at its expense and as expeditiously as may be practical to repair the damage, unless the City should decide not to repair or restore the Premises or the building in which said Premises are located, in which event and at the City's sole option, the City may terminate this lease forthwith, by giving Tenant a written notice of its intention to terminate within thirty (30) days after the date of the casualty.

22. **Waiver of Jury Right:** Lessee shall, and does hereby, waive trial by jury in any action, proceeding or claim brought by the City against Lessee or by Lessee against the City on any matters arising out of or in any way connected with this lease, the relationship of the City and Lessee, the Lessee's use or occupancy of the Premises or the Lessee's rights thereto.

23. **Waiver:** No waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenants, conditions or agreement itself or of any subsequent breach thereof.

24. **Entire Agreement:** This lease contains the entire agreement of the parties in regard to the Premises. There are no oral agreements existing between them.

25. **Governing Law:** This lease shall be construed and governed by the laws of the State of Maine.

26. **Severability:** If any of the terms, provisions or conditions of this lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease and the application of such terms, provisions, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be

affected thereby and each of the other terms, provisions and conditions of this lease shall be valid and enforceable to the fullest extent permitted by law.

27. Either party has the right to terminate said contract by placing a written Ninety (90) days notice of such termination in the United States Mail, postage prepaid and addressed to, in the case of the City of Auburn, **Ravi Sharma, Parks and Recreation Director, 48 Pettengill Park Rd Auburn Maine, 04210,** or in the case of the lessee _____ or by hand delivery to appropriate office mentioned above.

Dated: _____

Witness:

OWNER: CITY OF AUBURN

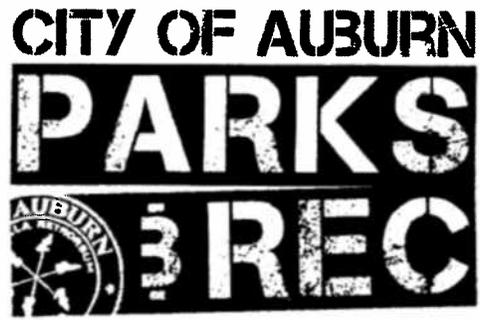
By: _____
Ravi Sharma, Parks and Recreation Director

Dated: _____

Witness:

Lessee: _____

By: _____
Authorized Signature



CONCESSION DRAFT AGREEMENT

CITY OF AUBURN
TWIN RINK FACILITY
CONCESSION LEASE AGREEMENT

THIS AGREEMENT made and entered into by and between the CITY OF AUBURN (hereinafter called the "Lessor" or "Landlord") and _____ (hereinafter called the "Lessee" or "Tenant")

WITNESSETH: That the Lessor for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, hereby lets and leaves to the Lessee, certain Premises, properties and improvements thereon, situated at the Twin Rink Facility, Turner Street Auburn Maine, and more specifically described in Schedule A attached hereto.

1. **Term:** This rental agreement shall be for the period commencing September 1st, 2013 and terminating August 31st, 2014.

2. **Rents:** The Lessee agrees to pay to the Lessor as rental payments the amount of \$ _____ (00.00) per month. All monthly payments shall be received by the 1st day of each month for the duration of said lease agreement. Payments are to be made by check payable to the City of Auburn, TRF Arena account. Any amount, which is past due, shall be subject to 1½% additional charge each month until paid. The Lessee agrees to execute a security agreement providing the City with a first priority lien upon all assets, property and effects of the Lessee to secure the payments of the above-mentioned rents. **Note: If the Lessee makes payment by check and there are insufficient funds to cover said amount being paid, it shall be cause for the City to immediately terminate this contract and the City shall pursue any legal action required for the proper collection.**

3. **Period of Operation:** The Lessee agrees to operate the concession weekdays, from 4:00 p.m. to 8:00 p.m., except on non-school days and holidays when the hours of operation will be 7:00 a.m. to 8:00 p.m. Concession hours on Saturdays and Sundays shall be 7:00 a.m. to 8:00 p.m. with the following exceptions: The concession stand shall remain open for high school interscholastic games, tournaments, and other special events as directed by the TRF Management or their designee. If, due to inclement weather conditions or mechanical breakdowns, or other reasons beyond the control of the Lessee, the concession may choose not to open for the day in question, if agreed by the TRF Management or their designee.

4. **Use of the Premises:** The Premises shall be used for the sole purpose of providing food and beverage concessions to persons attending the TRF. All food and beverages provided by the

Lessee shall be paid for at prices, which are predetermined and posted at the concession stand. The Lessee shall not permit the serving, giving away, sale or insofar as possible, allow to be brought into the concession any spirituous malt, alcoholic or other intoxicating liquors. The Lessee further covenants and agrees that they shall provide no glass drink containers due to the possibility of breakage and personal injury.

5. **Records and Statements:** The Lessee agrees to keep a full and true account of all receipts and disbursements in a form prescribed by the City for that purpose and shall furnish to the City at time of monthly payments, a statement of the gross income derived from the operation of the concession, as defined in paragraph 2 above, for the duration of this agreement. All books, accounts, records and operation of the concession shall be open to inspection by the City at all reasonable times.

6. **Equipment and Fixtures:** It is understood and agreed that the Lessee shall have the use of all equipment now on the Premises which are necessary for the operation of the concession, and which are more particularly described in Schedule B attached hereto. Lessee shall provide at his or her own expense, any additional equipment which may be necessary or desirable for the proper operation of the concession. Should any equipment or fixtures need to be attached or installed to the Premises, the Lessee agrees to get written consent from the Lessor prior to any installation and shall be at the Lessee own expense.

7. **Utilities:** The City agrees to supply electrical power and heat to the Premises for the use by the Lessee. Any gas service or telephone required by the Lessee shall be maintained and paid for by the Lessee.

8. **Signs:** No signs will be permitted inside or outside of the lease Premise unless approved in writing by the Lessor or it designate. All signs approved in writing shall meet City rules, regulations, codes and ordinances that exist. All installation and or removal cost will be at the Lessees expense.

9. **Maintenance and Repairs:** The Lessee shall keep and maintain in good order, condition and repair (which repair shall mean replaced if necessary) the Premises and every part thereof, including without limitation, all doors, windows, glass, fixtures, interior walls, floors, equipment and ceilings. The Lessee shall make such repairs and/or maintenance promptly and in a good and workman-like manner. If Lessee refuses or neglects to commence or complete repairs promptly and adequately, the City may, but shall not be required to do so, make or complete said repairs and Lessee shall pay the costs thereof to the City upon demand. The Lessor and TRF Management retains the right, to enter the sail lease Premises for inspection and maintenance at any reasonable time for the duration of said lease agreement.

10. **Personnel:** The Lessee agrees during the period of operation of the concession described in this agreement, to operate the concession personally or to employ qualified personnel, who shall be fully authorized to act and represent the Lessee in all matters pertaining to the operation and management of the concession and to the satisfaction of the Lessor covered in the agreement. The personnel shall at all times be neat and dressed in clean and suitable attire. Personnel must all wear hats or hairnets and aprons. In addition, utensils will be used to handle food items as much as possible. The employment of any such person not meeting these requirements or is considered objectionable shall receive disciplinary action or work termination in writing by the Lessor or their designate.

11. **Exclusivity:** During the time that this agreement is in full force and effect, the City shall not grant a lease or agreement to any other person or company which shall in any way compete with the concession herein granted to the Lessee **during the hours that the Lessee is in operation**. This agreement, however, shall not preclude the general public from bringing into the arena, for personal use, but not for sale, food or other articles for their own consumption. This agreement, also, does not preclude a private party or group from hiring a caterer for their own use. **The City, however, reserves the right to maintain beverage dispensing machines to be located outside of the concession, for soda and all sport beverages.**

12. **Assignment and Subleasing:** This concession shall be not sublet in whole or in part without the written consent of the City.

13. **Compliance With Laws:** The Lessee agrees to comply strictly with all laws of the City of Auburn, State of Maine, and United States of America and all rules and regulations governing the conduct of the personnel and management of the concession. All licenses or permits are the responsibility of the Lessee.

14. **Sanitation:** The Lessee agrees to keep all equipment, fixtures and the Premises themselves in a clean and sanitary condition at all times, and to remove all rubbish, waste and garbage promptly to a place designated by the City. **The Lessee shall at all times comply with all regulations and codes set forth by the State or local government in the proper handling and serving of food items to the public. Violation of any code infraction could lead to immediate termination of the lease agreement.**

15. **Insurance:** The Lessee covenants and agrees, at its sole cost and expense, to obtain, keep and maintain in full force and effect for the mutual benefit of the City and the Lessee the following policies of insurance:

- (a) A commercial general liability policy including a combined single limit of not less than \$500,000 per occurrence, with respect to bodily injury, death or property damage, and an aggregate limit of not less than \$1,000,000.

Provided, however, that the City shall have the right during the lease term to require Lessee to obtain increased liability coverage to reflect the cost of living increases during the term of this lease, or to comport with generally accepted industry standards in the trade at such time;

- (b) During any construction or alterations performed by the Lessee or by the City, the City or Lessee, as the case may be, shall keep in force for the protection of the City and the Lessee, workers compensation insurance coverage with an insurance carrier licensed to do business in the State of Maine, covering-all persons employed by Lessee or by the City, or its contractors, in connection with the construction or alterations, and satisfying the requirements of the statutes of the State of Maine;
- (c) The Lessee shall insure his personal property on the lease Premises against physical loss or damage by at least the perils of fire and lightning, extended coverage, vandalism, malicious mischief and where pertinent, sprinkler leakage. The City shall have no obligation to replace, restore or repair any fixtures or personal property installed in or improvements made on the Premises by Lessee;
- (d) All insurance required under this paragraph shall be effected under valid enforceable policies issued by insurers as recognized responsible and authorized to do business in the State and otherwise reasonably acceptable to the City. All property (i.e. casualty) insurance policies shall name the City as additional insured. All liability insurance policies shall list the City as an additional insured. Upon the execution of this lease, the original policies procured by Lessee pursuant to this paragraph, or conforming copies thereof, shall be delivered to the City at least thirty (30) days prior to the expiration date of any policy of insurance required to be procured by Tenant under this paragraph, the original renewal policy (or conforming copies thereof) for such insurance shall be delivered by Tenant to Landlord and any additional insured, loss payee, or mortgagee, as the case may be, and certificates thereof shall be delivered as aforesaid, together with ~~satisfactory evidence of payment of the premium thereon.~~ All policies referred to in this paragraph shall, to the extent then generally obtainable, contain agreements by the insurers that (a) any loss shall be payable to the City, notwithstanding any act or negligence of the City which might otherwise result in forfeiture of said insurance, (b) such policies shall not be canceled except upon thirty (30) days prior written notice to each name insured, additional insured mortgagee and loss payee, as the case may be, and (c) the coverage afforded thereby shall not be affected by the performance of any work in or about the Premises;
- (e) If Tenant fails to procure the aforesaid insurance policies and pay the premiums for the same and deliver all such original policies or conforming

copies thereof to the City within the time provided for in this lease, the City shall nevertheless have the right, without being obligated to do so, to procure such insurance and pay the premiums therefore, and all such premiums paid by Landlord shall be paid to Landlord on demand as additional rent. Tenant's failure to repay the same as aforesaid shall constitute a default under this lease;

16. **Waiver of Subrogation:** The City and Lessee agree that all fire and extended coverage insurance policies and comprehensive general liability policies carried by them, respectively, covering the Premises or any property located thereon, shall contain a clause permitting the insured to waive the insurance carrier's right of subrogation against any third person arising out of the occurrence of any casualty insured against. Landlord and Tenant agree that each of them waives to the other such right of subrogation. Provided, however, this waiver of subrogation provision shall become inoperative and null and void if the insured party contracts for insurance required to be carried under the terms of this lease with an insurance company which (i) takes the position that the existence of this waiver of subrogation provision vitiates or would adversely affect any policy insuring the insured party in a substantial manner or (ii) requires the payment of a higher premium by reason of the existence of this waiver of subrogation provision, unless in the latter case, the other party within ten (10) days notice thereof from the insured party pays such increase in premium.

17. **Taxes:** The Lessee hereby certifies that he is in good standing with respect to, or in full compliance with, plan to pay any and all taxes due the State of Maine and the Internal Revenue Service as of the date of the execution of this agreement.

18. **Indemnification/Release:**

- (a) Except for claims arising out of the wrongful acts or negligence of the City, Tenants shall protect, indemnify, save and keep harmless the City, its agents, employees, and invitees against and from all claims, losses, costs, damages or expenses, including reasonable attorneys fees, arising out of or from any accident or other occurrence in, on or at the Premises described herein, the occupancy of use of the Premises, or any act or omission of Lessee, its employees, agents, invitees, subtenants, licensees, assignees or contractors. Lessee shall protect and save and keep the City harmless and indemnify it against and from any penalty or damage or expense, including reasonable attorneys fees, or charges imposed for any violations of any law or ordinance whether occasioned by the neglect of Lessee or those holding under Lessee, and also will protect, indemnify, save and keep harmless the City or the City's employees, tenants, or invitees against and from any and all claims and against and from any and all loss, cause, damage, liens or expense, including reasonable attorneys fees, arising out of any failure of

Lessee in any respect to comply with and perform all the requirements and provisions of this lease;

- (b) The Lessee shall also indemnify and hold the City harmless against all claims, demands, liabilities, lawsuits, damages, costs and expenses, including legal fees, incurred by the City as a result of any mechanics liens, or security agreement filed against the leased property, or any equipment therein, or any materials used in construction, alteration or improvement of the Premises;
- (c) Lessee agrees to make no claim against the City and to assume responsibility of defending, at Lessee's own expense, including reasonable attorney's fees, any claim which will be made against the City by any agent, employee, licensee or invitee of Lessee or by others claiming the right to be on or about the Premises through or under Lessee for any injury, loss or damage to person or property occurring upon the Premises, from any cause other than the negligence of the City.

19. **Default:** The City may cancel and terminate this agreement, upon giving five (5) days written notice to the Lessee, if the Lessee shall violate any terms or conditions of this lease or at anytime fails, neglects or refuses to fulfill or to perform any of the stipulations of this agreement. In such case it shall be lawful for the City, its agents or assigns, to commence forcible entry and detainer action against the Lessee pursuant to state law.

20. The Lessee shall pay and indemnify the Landlord against all costs, charges and expenses, including reasonable attorneys fees, incurred by the City in connection with the enforcement of its rights under this lease, including the collection of rents or other amounts due under this lease, or in obtaining possession of the Premises after the default of the Tenant or after the Tenant's default in surrendering possession upon the expiration or earlier termination of the term of this lease or extended term, or enforcing any covenants of the Lessee herein contained.

21. **Destruction or Damage by Fire or Other Casualty:** This lease is made on the condition that if the Premises or any part thereof be damaged or destroyed by fire or other casualty so as to render said Premises unfit for use and occupancy, a just and proportionate part of the rent, according to the nature and extent of the injury to said Premises, shall be suspended or abated until said Premises have been put in as good condition for the use and occupancy as at the time immediately prior to such damage or destruction, unless said destruction or damage was caused by the acts or negligence of the Lessee, its employees, agents or invitees. The City will proceed at its expense and as expeditiously as may be practical to repair the damage, unless the City should decide not to repair or restore the Premises or the building in which said Premises are located, in which event and at the City's sole option, the City may terminate this lease forthwith, by giving Tenant a written notice of its intention to terminate within thirty (30) days after the date of the casualty.

22. **Waiver of Jury Right:** Lessee shall, and does hereby, waive trial by jury in any action, proceeding or claim brought by the City against Lessee or by Lessee against the City on any matters arising out of or in any way connected with this lease, the relationship of the City and Lessee, the Lessee's use or occupancy of the Premises or the Lessee's rights thereto.

23. **Waiver:** No waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenants, conditions or agreement itself or of any subsequent breach thereof.

24. **Entire Agreement:** This lease contains the entire agreement of the parties in regard to the Premises. There are no oral agreements existing between them.

25. **Governing Law:** This lease shall be construed and governed by the laws of the State of Maine.

26. **Severability:** If any of the terms, provisions or conditions of this lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease and the application of such terms, provisions, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each of the other terms, provisions and conditions of this lease shall be valid and enforceable to the fullest extent permitted by law.

27. Either party has the right to terminate said contract by placing a written Ninety (90) day notice of such termination in the United States Mail, postage prepaid and addressed to, in the case of the City of Auburn, **Ravi Sharma, Parks and Recreation Director, 48 Pettengill Park Rd Auburn Maine, 04210**, or in the case of the Lessee _____ or by hand delivery to appropriate office mentioned above.

IN WITNESS WHEREOF, the parties have executed this instrument hereto on the date first above written.

City of Auburn

By: _____
Signature

Print Name

Witness: _____

By: _____
Signature

Print Name

Witness: _____

Date: _____

Date: _____

SCHEDULE "B"

TWIN RINK FACILITY EQUIPMENT

The following is a list of equipment provided to the Lessor for use during the lease period:

- 1 Up right freezer
- 1 Horizontal freezer
- 2 Pitco fryolators
- 1 Pizza oven
- 1 Flat grill
- 1 Micro-wave unit
- 2 Stainless steel tables
- 1 Hot dog steamer
- 1 Pizza warmer
- 1 Heat lamp
- 1 Hood system

The Lessee shall be responsible to maintain all equipment in good operating condition and must have all equipment properly inspected where required by law, for the duration of said lease agreement.

CITY OF AUBURN, MAINE

STANDING CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Bidders shall use the enclosed form for quotations. Whenever, in bid forms and specifications, an article or material is defined by using a trade name and catalog number of a manufacturer or contractor, the term "or approved equal" if not inserted therewith, shall be implied. Any reference to a particular manufacturers product, either by trade name or by limited description, has been made solely for the purpose of more clearly indicating the minimum standard of quality desired. The term "or approved equal" is defined as meaning any other make which in the opinion of the City is of such character, quality and performance equivalence as to serve the purpose for which it is to be used equally as well as that specified. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interest of the City of Auburn. The bidder quoting on a commodity other than as specified, shall furnish complete identification, descriptive literature or data with respect to the alternate commodity they propose to furnish.
 2. Submit a separate unit price for each item unless otherwise specified in the bid request. Award will be made on a basis of each item, or as a group, whichever is in the best interest of the City.
 3. Please indicate contractor's name and manually sign bid in ink before returning it to the City. Failure of bidder to sign the bid may be cause for rejection of bid.
 4. Bid amendments thereto, or withdrawals of bids, received after the opening date and hour will not be considered. Bids shall be subject to acceptance by Contract Agreement by the City. Bids may be withdrawn by written notice, provided such notice is received prior to the time set for the opening of bids.
-
5. Bids are opened publicly. Bidders or their representatives may be present at bid openings. Tabulations will be available for public inspection after the award of the contract and copies of the tabulations will be sent upon request by individual bidders.
 6. Bid forms, including alternates and unit prices if applicable, the Bid Guaranty, Non-Collusion Affidavit, shall be enclosed in envelopes which shall be sealed and clearly labeled with the words "Concession Rental 2013" the name of the bidder and date and time of the bid opening, in order to guard against premature opening of the bid, and addressed the attention of Ravi Sharma, Director of Parks and Recreation, 48 Pettengill Park Rd, Auburn, ME 04210.

If the proposal is forwarded by mail, it should be sent by Certified Mail, to insure delivery.

7. Any discrepancy between unit and total price will be governed by unit price as quoted in the original bid.
 8. The City of Auburn reserves the right to waive any formality and technicality in bids, which are deemed in the best interest of the City.
 9. Awards will be made, within Thirty -(30)- days, to the lowest responsible bidder considering the quality of the services, supplies, materials or equipment to be supplied, their conformity with specifications, the purpose for which it is required, date of delivery, and ultimate cost thereof to the City; the intent being to purchase in a manner that will best secure the greatest possible economy consistent with the grade or quality of services, supplies, materials and equipment best adapted for the purpose for which it is needed.
 10. Samples of items, when required, must be furnished free of charge prior to opening of bids and, if not destroyed, will upon request be returned EXPRESS COLLECT unless STAMPS for postage and insurance are forwarded with bid. PLEASE DO NOT ENCLOSE BID IN PACKAGE WITH SAMPLES.
 11. The contractor must furnish the item as specified on the bid and any deviation therefrom will be grounds for rejection.
 12. All transportation charges, including expense for freight, mail etc., shall be prepaid and at the expense of the contractor unless otherwise specified in the bid.
-
13. Please specify terms and cash discounts. Time, in connection with discount offered, will be computed from date of delivery at destination after final inspection and acceptance, or from date of correct invoice, whichever is later.
 14. Time of proposed delivery must be stated in definite terms. If time varies for different items, the bidder shall so state. If time is the essence of the bid, the earliest date may be a factor in the award.
 15. The City of Auburn is exempt from payment of Federal Excise Taxes on the articles not for resale, Federal Transportation Tax on all shipments and Maine Sales Tax and Use

Taxes. Please quote less these taxes. Upon application, an exemption certificate will be furnished with the Purchase Order when required.

16. No contract may be assigned, sublet, or transferred without the written consent from the City of Auburn.
 17. In case of default by the contractor, the right is reserved by City of Auburn to procure the materials or supplies from other sources and charge any excess cost occasioned thereby to the contractor. However, the contractor shall not be held liable for any failure or delays in fulfillment of his contract arising from strikes, fires, Act of God, or any other case(s), which by reasonable diligence could not be prevented.
 18. The successful bidder must furnish a certificate of insurance.
 19. The General Conditions and Instructions to bidders shall be an integral part of the attached specifications.
-

GENERAL CONDITIONS

1. Equal Employment Opportunity

The City of Auburn is an Equal Opportunity Employer and shall not discriminate against an applicant for employment, an employee or a citizen because of race, color, sex, marital status, physical and/or mental handicap, religion, age, ancestry or natural origin, unless based upon a bonafide occupation qualification. Vendors and contractors or their agents doing business with the City of Auburn shall not violate the above clause or the Civil Rights Acts of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract or service to the City of Auburn.

2. Insurance

The Firm shall not commence work under this contract until it has obtained all insurance required under this section, and such insurance has been approved by the owner, nor shall the Firm allow any subcontractor to commence work on his/her subcontract until all similar insurance required of the subcontractor has been obtained as so approved.

The Contractor shall carry insurance as a minimum coverage as follows:

Statutory Workers' Compensation

Public Liability and Property Damage:

Bodily Injury

Each Person	\$500,000
Each Accident	\$500,000

Property Damage

Each Accident	\$500,000
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Motor Vehicle Public Liability and Property Damage

Bodily Injury

Each Person	\$500,000
Each Accident	\$500,000

Property Damage

Each Accident	\$500,000
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<u>Umbrella Coverage</u>	
Aggregate	\$1,000,000
 <u>Product Liability</u>	
Each incident	\$1,000,000

All policies and certificates of insurance shall carry a thirty-(30)-day cancellation or expiration, and notice of such cancellation or expiration shall be sent to the City of Auburn and Lewiston.

A certificate of Insurance shall name the City of Auburn as additional insured.

The Contractor, at its own expense, shall maintain adequate insurance during the performance of the work to protect the interests of the participants. This insurance shall include Contractor's public liability and property damage insurance, motor vehicle public liability and property damage insurance, and Workers' Compensation insurance. The Contractor shall provide a Certificate of Insurance naming the City of Auburn as additional insured with provision for a thirty -(30)- day cancellation notice to the City of Auburn, prior to commencement of any work, the Contractor shall provide a Certificate of Insurance to the City with a combined single minimum limit of \$1,000,000 with statutory requirements for Workers' Compensation and Fleet Insurance.

3. Save Harmless

The Contractor agrees to protect and save harmless the owner from all costs, expenses or damages that may arise out of alleged infringement of patents of materials used.

4. Requirements

The requirements contained herein must be adhered to without exception. The requirements imposed by the City of Auburn are:

The City of Auburn shall have the right to terminate this agreement with the Contractor after giving them seven (7) days written notice of termination in the event of any default by the Firm.

It shall be considered a default by the Firm whenever he/she shall:

declare bankruptcy, become insolvent, or assign his/her assets for the benefit of his/her creditors.

disregard or violate provisions of the contract documents, or fail to prosecute the work according to the agreed schedule of completion.

5. Safety and Health Regulations

The Contractor shall, at all times, comply with all Local and State health codes and regulations and enforce the subcontractors to abide accordingly. Any violation either by the Contractor or his/her subcontractors shall be the sole responsibility of the Contractor.

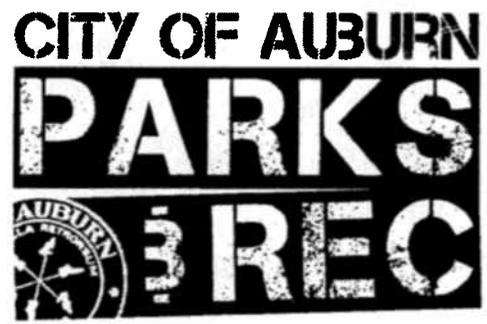
6. Subcontracting

The Contractor shall not subcontract any part of the concession or assign any monies due it without first obtaining the written consent of the municipality.

Neither party shall assign or transfer its interest in the contract without the written consent of the other party.

7. The Contract Price

The monthly rental rate shall be payable to the City of Auburn in accordance to the contract document.



TIF IMPLICATIONS



MEMORANDUM

TO: Mayor Jonathan LaBonté & Members of the City Council

FROM: Keith A. McBride, Economic Development Assistant

DATE: June 25, 2012

RE: Ice Arena Project and Implications for TIF #14/15

If the Council chooses the site currently owned by Auburn Plaza, Inc./George Schott, the ice arena project will be built in TIF District #14. The site owned by the YMCA is not currently in any TIF District. Council has asked us to address how the development of this project would impact this TIF. In order to understand this impact, some background on TIF 14 and 15 is necessary.

TIF #14 was created to capture increased taxable value in the Auburn Mall area which would then be allocated for two purposes. First, the city executed a Credit Enhancement Agreement (CEA) to repay George Schott, at 0% interest, for public infrastructure improvements. These improvements were built in 2007 by Mr. Schott, and include a public access road, retaining wall, and stormwater drainage improvements. The city's obligations under this TIF expire once 100% of this debt is repaid to Mr. Schott. Second, a portion of the captured value is placed in a sinking fund account to pay for debt service on "Phase Two" of the mall area traffic improvements, which are proposed along Mount Auburn Avenue. Phase One of the mall area traffic improvements were completed in 2008. In addition, a portion of captured incremental value is returned to the general fund.

Tax revenues on the original assessed value of this district (\$12,715,000) go to the general fund. Property taxes collected on incremental value in this district are currently being allocated pursuant to the TIF as follows:

47% of the incremental value is paid to Mr. Schott pursuant to the CEA

53% of the incremental value is returned to the city as the city's share, as follows:

25% of the city's share goes to the general fund;

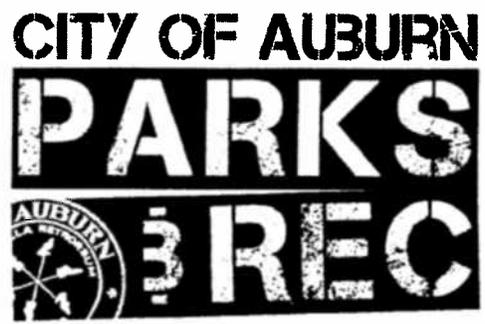
75% of the city's share goes to a sinking fund for debt service.

TIF district #15 was created to include the Marriot-Residence Inn development on Turner Street. When TIF #14 was created, only a portion of the property on which the hotel was built was in the district. TIF #15 was created so that value from the entire hotel property could be captured. TIF revenues from District #15 are allocated in the same manner as #14, and are included when calculating the city's share, as well as our obligations to Mr. Schott under the CEA.

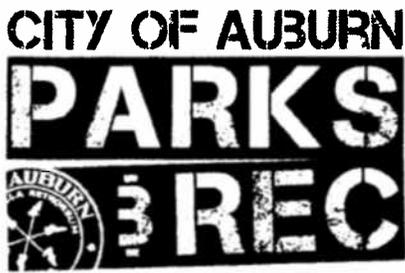
Therefore, an increase in value to TIF District #14 would increase both the amount of the city's share (a portion of which goes directly to the general fund) and the amount of the CEA payments to Mr. Schott. However, it would **not** increase the total amount of money Mr. Schott will be paid under the CEA; it only serves to satisfy our obligation sooner.

Attached is a spreadsheet which compares our payment obligations under the CEA with and without the added taxable value from the ice arena project. There are a number of assumptions built into this analysis. First, it assumes a taxable value of \$7 million for the ice arena project. Our assessing department has estimated a value of \$6,995,000 with very limited information about the completed project. The analysis also assumes a tax rate in all future years of .02. The analysis also ignores any other potential added value in Districts #14 or 15, despite the fact that there are permitted development sites and projects which we know will add value to these districts.

These assumptions aside, the analysis shows that the ice arena project will help bring TIFs #14 and 15 to completion approximately two years faster than without, which means that the entire value of the property in these TIF districts will be returned to the general fund and available to support general municipal services two years earlier. Furthermore, the analysis shows that during the life of the TIF, the added value from the ice arena project will return almost \$40,000 more to the general fund out of the city's share of TIF revenues (\$1,175,187) during the life of the TIF compared to the city's share of TIF revenues without value from the ice arena, (\$1,136,495) even with two additional years of TIF life adding to the total.



COMMITMENT LETTERS



Statement of Intent - Long Term Ice Rental Agreement

Ravi and Mike,

I am writing to let you know that the Boston Kremes adult co-ed rec league would like to pursue a long-term relationship with the City at the new ice arena. Our group focuses on providing a co-ed environment for adults to begin playing ice hockey. With additional ice and fixed days/times we are confident that our league can grow to become an even larger user of the new facility. We would also like to use the facility to host an annual adult, co-ed beginners tournament.

In the past I have also run youth clinics for both co-ed and girls groups. This is something that I enjoy doing and would like to do more of in the future. If the new rink is built and additional ice is available, I would definitely offer more clinics.

This new facility is both needed and a great way to make Auburn a hockey destination. The game is growing at both the youth and adult levels and more ice capacity will only create more opportunities and growth. Thank you for your time.

Brian Fons

Boston Kremes Hockey League

Brian Fons

Environmental Projects, Inc.

Phone: 207.786.7390

Fax: 207.786.7396

www.envprojects.com



June 22, 2012

Mayor Jonathan Labonte
City of Auburn
60 Court Street
Auburn, ME 04210

Re: City of Auburn Dual Ice Rink Project

Dear Mayor Labonte:

On behalf of the Maine Gladiator board, I urge you and the City Council to continue with the construction of the new ice rinks for the City of Auburn. Our Board and Organization is in full support of your project and pledge our full support. We applaud your efforts up to this point.

We also tremendously appreciate the City of Auburn's assistance in our recent transition and upheaval that was forced upon us. Your staff efforts allowed over 200 kids the opportunity to participate in the rewarding game of hockey at a time when their ice time was ripped away from them.

Our nonprofit organization educates approximately 200 young boys and girls in the wonderful game of ice hockey. We pride ourselves in doing everything within our power to make the game affordable for all to play the game, while also developing them into good citizens.

If you build the dual ice facilities proposed, we promise to exclusively negotiate only with the City of Auburn for ice time for our program for the 2013-2014 season. We pledge for the next 6 months to negotiate exclusively and in good faith with the City of Auburn towards a long term commitment between our organization and the City of Auburn. We look forward to calling the new Auburn ice rinks the home of the Maine Gladiators.

Please know that not only will this project bring great economic benefit to the City of Auburn, but it will also allow close to more than 1000 community children from age 4 thru age 18 the opportunity to continue their dream of playing hockey.

For the Kids

A handwritten signature in cursive script that reads "Andy Guerin".

Andy Guerin, President
Maine Gladiators

June 22, 2012

Mayor Jonathan Labonte

City of Auburn

Court Street

Auburn, ME 04210

RE: City of Auburn dual ice rink project

Dear Mayor Labonte:

On behalf of the Twin City Titans board, I urge you and the City Council to continue with the construction of the New Ice rinks for the City of Auburn. Our board and Organization is in full support of your project and pledge our full support. We applaud your efforts up to this point.

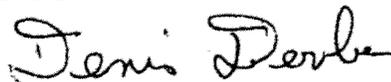
We also tremendously appreciate the City of Auburn's assistance in our recent transition and upheaval that was forced upon us. Your staff efforts allowed over 600 +/- kids the opportunity to participate in the rewarding game of hockey at a time when their ice time was ripped away from them.

Our nonprofit organization educates approximately 600 +/- young boys and girls in the wonderful game of ice hockey. We pride ourselves in doing everything within our power to make the game affordable for all to play the game, while also developing them into good citizens.

If you build the dual ice facilities proposed, we promise to exclusively negotiate only with the City of Auburn for ice time for our program for the 2013-2014 season. We pledge for the next 6 months to negotiate exclusively and in good faith with the City of Auburn towards a long term commitment between our organization and the City of Auburn. We look forward to calling the new Auburn Ice rinks the home of the Twin City Titans.

Please know that not only will this project bring great economic benefit to the City of Auburn, but it will also allow close to more than 1000 community children from age 4 thru age 18 the opportunity to continue their dream of playing hockey.

For the Kids



Denis Berube Co-President

Twin City Titans

Ravi Sharma

From: Gary Rousseau [rousseau@roadrunner.com]
Sent: Saturday, June 23, 2012 6:40 AM
To: Ravi Sharma
Cc: Mike Berube
Subject: RE: Hockey Community Survey

Follow Up Flag: Follow up
Flag Status: Flagged

Ms. Sharma,

My name is Gary Rousseau and I operate Rousseau's Hockey Clinic. We are a family run Maine hockey school and enroll over 600 players in our programs each year. We are based in Auburn Maine and have been training Maine hockey players of all ages since 1986. In 2009, we moved some of our divisions to the then newly renovated Ingersoll Arena and have purchased nearly 140 hours of ice time each year from the Mid-March through August time period. We are very happy with our relationship with the Ingersoll Arena and intend to continue conducting some of our clinics in Auburn.

Please accept this e-mail as our support of the proposed "Twin Rink" facility in Auburn and as our intent to continue to purchase approximately 140 hours of ice time during the Spring and Summer months. If you have any questions or wish to discuss this further, please call me at 784-2821.

Best Regards,
Gary Rousseau
President – Rousseau's Hockey Clinic, Inc.
www.rousseauhockeyclinic.com

From: Ravi Sharma [mailto:rsharma@auburnmaine.gov]
Sent: Thursday, June 21, 2012 9:08 AM
To: 'Denis Berube'; 'g'; 'rousseau@roadrunner.com'; 'Robert Berube'; 'Brian Fons'; 'LASHL STAFF Of LA'; 'parkersmom@juno.com'
Cc: Mike Berube; Denis D'Auteuil
Subject: Hockey Community Survey

Good Morning All,

In an effort to gather more information for the council meeting on Monday, June 25th, we have developed a short survey that we are requesting you circulate through your respective organizations. We realize that this does not leave much time, however, the survey can be completed online and should take less than 3 minutes to complete. Your assistance is greatly appreciated! The link for the survey is located below.

<http://www.surveymonkey.com/s/VGVCNWS>

Ravi Sharma
City of Auburn
Parks & Recreation Director
48 Pettengill Park Rd
Auburn, ME 04210
(207) 333-6601 EXT 2102

www.auburnmaine.org

www.teamsideline.com/auburnme

Ravi Sharma

From: LASHL STAFF Of LA [laseniorhockeyleague@yahoo.com]
Sent: Saturday, June 23, 2012 8:45 AM
To: Ravi Sharma
Cc: Mike Berube
Subject: Re: Double Surface Arena

Follow Up Flag: Follow up
Flag Status: Flagged

We, the L/A Senior Hockey League, have been in existence for 17 years at the Ingersoll Ice Arena. We started with 6 teams and have now grown to 14-16 teams over the years. We still continue to generate more interest in growing and bringing more hockey players to Auburn and our league, showing the need for more ice time in the area.

Our relationship with the City of Auburn along with the arena staff has been very positive and respectable. For adult hockey times, we have the best!

I am sure to say that on behalf of all players and officials involved in the L/A Senior Hockey League program, we are hoping that we will continue this relationship with the City of Auburn for many more years to come. We are in hopes that we will continue to receive the great ice times we currently have and will be able to purchase ice time at a good competitive rate.

Sincerely,

Roger Binette
President
L/A Senior Hockey League

Matt Bourassa
Vice-President
L/A Senior Hockey League

From: Ravi Sharma <rsharma@auburnmaine.gov>

To: 'Dan Deshaies' <ddeshaies@auburnschl.edu>; "'dking@rsu16.org'" <dking@rsu16.org>; "'jeff.ramich@rsu52.us'" <jeff.ramich@rsu52.us>; 'Denis Berube' <DenisB@jeodonnell.com>; 'g' <bigred1414@aol.com>; "'rousseau@roadrunner.com'" <rousseau@roadrunner.com>; 'Robert Berube' <rberube@duhockeydevelopment.com>; 'Craig Latuscha' <clatuscha@auburnschl.edu>; 'LASHL STAFF Of LA' <laseniorhockeyleague@yahoo.com>; "'parkersmom@juno.com'" <parkersmom@juno.com>

Cc: Mike Berube <mberube@ci.auburn.me.us>; Denis D'Auteuil <dadauteuil@ci.auburn.me.us>

Sent: Wednesday, June 20, 2012 3:57 PM

Subject: Double Surface Arena

Good Afternoon,

As you may know, the Ingersoll Arena Staff and Parks & Recreation Staff have been working on a proposal to construct a dual surface ice arena to be built in Auburn. We have had conversations with many of you on this topic and it appears as though there is a large base of supporters for a project of this nature. We are nearing the home stretch in this process and will need to provide City Council with some assurance of the financial sustainability of such a facility. I am in hopes that you all will be willing to provide us with an email stating that

your organizations' are prepared to work with the City of Auburn to reach agreements on long-term ice rental contracts. It will be necessary to present this information to Council at the workshop meeting scheduled for **Monday, June 25th at 5:30 p.m.** Please feel free to contact me for clarification or if you have any questions, thanks!

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