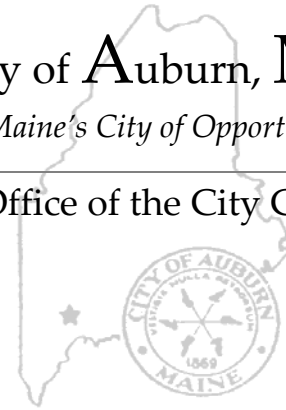


City of Auburn, Maine

"Maine's City of Opportunity"

Office of the City Clerk



Council Meeting Agenda Packet

March 20, 2006

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City Council Meeting

March 20, 2006

7:00 P.M.

Agenda

5:30 p.m. Workshop

- Budget presentation: Community Development Block Grant (CDBG) Program

7:00 p.m. Council Meeting

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.

Minutes

*032006-00 Minutes of March 6, 2006 Council Meeting

Reports

- Mayor
- City Councilors
- City Manager
Finance Report – Month of February

Communications and Recognitions

Open Session - Members of the public are invited to speak to the Council about any issue which does *not* appear on the agenda

Old Business

New Business

- 032006 - 1 Resolve - Recognizing Marilyn Isaacson Simonds – 2006 Recipient of the Lewis Hine Award
- 032006 - 2 Resolve - Authorizing the City Manager to Enter Into a Purchase & Sale Agreement for Land located in Great Falls Plaza
- 032006 - 3 Resolve – Authorizing the City Manager to Enter into an Agreement with the International Association of Assessing Officers to conduct a Review of the City-wide Revaluation

- 032006 - 4 Resolve – Supporting the purpose of Trails or a Healthy Maine and Encourage the State Legislature to Approve Funding for Shared-Use Trails

- 032006 - 5 Resolve – Accepting Certain Forfeited Funds

- 032006 - 6 Public Hearing and action on Special Amusement Permit Application for Auburn Fireside Inn & Suites, 1777 Washington Street

ADJOURNMENT

Executives Sessions: 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. Those applicable to municipal government are:

1. Discussion of personnel issues
2. Discussion or consideration of the condition, acquisition, or the use of real or personal property or economic development if premature disclosure of the information would prejudice the competitive or bargaining position of the body or agency.
3. Discussion of labor contracts and proposals and meetings between a public agency and its negotiators.
4. Consultations between a body or agency and its attorney
5. Discussion 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.
6. Discussion or approval of the content of examinations administered by a body or agency for licensing, permitting or employment purposes
7. Consultations between municipal officers and a code enforcement officer relating to enforcement matter pending in District Court.

**CITY OF AUBURN
MARCH 6, 2006
CITY COUNCIL MEETING**

PRESENT

Mayor Normand W. Guay, Councilors Bethel B. Shields, Robert P. Hayes, Eric G. Samson, Donna L. Rowell, Belinda A. Gerry, Robert C. Mennealy, and M. Kelly Matzen, City Manager Pat Finnigan, Assistant City Manager Laurie Smith and City Clerk Mary Lou Magno. There were 43 people in the audience.

Mayor Guay called the meeting to order at 7:00 p.m. in the Council Chambers of Auburn Hall with a salute to the flag.

CONSENT AGENDA

Councilor Mennealy moved to accept, approve and place on file the following items listed with an asterisk. Seconded by Councilor Shields. Vote: 7 Yeas.

***MINUTES OF FEBRUARY 27, 2006**

Approved under consent agenda.

REPORTS OF THE MAYOR

None

REPORTS OF CITY COUNCILORS

Councilor Gerry noted information recently released by the Auburn Housing Authority regarding a lengthy waiting list for 1, 2, 3 and 4 bedroom units for the Section 8 program.

Councilor Mennealy questioned the status of the search for a firm to perform a quality review of the revaluation.

Pat Finnigan, City Manager, indicated she is optimistic about having a report soon.

It was noted that Councilors Rowell, Gerry and Mennealy paid for an ad in "Auburn Highlights" promoting all the programs available to taxpayers.

REPORTS OF THE CITY MANAGER

PLANNING & PERMITTING BUDGET

David Galbraith, Director of Planning & Permitting and Charlie DeAngelis, City Electrician, presented the Planning & Permitting Budget for fiscal year 2006-07.

The following people made comments regarding the above budget: Ron Potvin, 82 Northern Avenue; Bob Bernier, 17 Lamplighter Circle; Dave Burke, 38 Harmons Corner Road; and Jonathan Labonte, 40 Reginald Street.

Councilor Samson requested that the City Clerk read a motion from the January 23rd minutes regarding an Executive Session.

Councilor Gerry questioned the City Manager regarding the Economic Development Budget.

COMMUNICATIONS AND RECOGNITIONS

***COMMUNICATION FROM AUBURN SCHOOL DEPARTMENT RE: WAIVE DAY CARE LICENSE FEES**

Approved under consent agenda.

OPEN SESSION

The following people made comments during the Open Session: Edward Desgrosseilliers, 121 Hatch Road; Ron Potvin, 82 Northern Avenue; Dan Herrick, 470 Hatch Road; Jean Libbey, 753 Perkins Ridge Road, Jonathan Labonte, 40 Reginald Street; Dick Bussiere, 9 Winter Street; and Mike Adler, 20 Paul Street.

CLOSED OPEN SESSION

OLD BUSINESS

None

NEW BUSINESS

ADD TO AGENDA

Councilor Gerry moved to add to the agenda "Discussion regarding communication from Attorney Patrick Scully Re: Initiative Petition Regarding City Parking Garage". Seconded by Councilor Rowell. Vote: 4 Yeas with Councilors Shields, Samson and Matzen voting Nay.

1. RESOLVE – TO AUTHORIZE STATE OF MAINE SCHOOL REVOLVING RENOVATION FUND LOAN FORGIVENESS GRANT FOR EDWARD LITTLE HIGH SCHOOL RENOVATIONS

Councilor Samson moved for passage of the resolve. Seconded by Councilor Rowell. Vote: 6 Yeas, No Nays (Councilor Mennealy out of the room)

2. RESOLVE – TO AUTHORIZE A SUPPLEMENTAL APPROPRIATION OF STATE FUNDS FOR SCHOOL CONSTRUCTION DEBT SERVICE

Councilor Hayes moved for passage of the resolve. Seconded by Councilor

Shields.

Vote: 7 Yeas.

3. ORDER – DESIGNATING CERTAIN AREAS AS “SAFE ZONES”

Councilor Hayes moved for passage of the resolve. Seconded by Councilor Gerry.

Councilor Mennealy moved to amend by adding Whitman Spring Road. Seconded by Councilor Hayes.

Vote on the amendment: 7 Yeas.

Vote on passage of the order as amended: 7 Yeas

4. APPOINTMENTS

COMMUNITY FOREST BOARD

Councilor Matzen moved to appoint Judy Webber to the Community Forest Board until March 2009. Seconded by Councilor Shields. Vote: 7 Yeas.

SEWER DISTRICT

Councilor Shields moved to re-appoint Stephen Ness and Joseph DeFilipp to the Sewer District until March 2010. Seconded by Councilor Matzen. Vote: 7 Yeas.

WATER DISTRICT

Councilor Matzen moved to re-appoint Roy Farnsworth and K.C. Geiger to the Water District until March 2010. Seconded by Councilor Shields. Vote: 7 Yeas.

5. RESOLVE – ADOPTING THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

Councilor Mennealy moved for passage of the resolve. Seconded by Councilor Shields. Vote: 7 Yeas.

6. DISCUSSION REGARDING COMMUNICATION FROM ATTORNEY PATRICK SCULLY RE: INITIATIVE PETITION REGARDING CITY PARKING GARAGE

Councilor Gerry moved to disregard the legal opinion of Attorney Scully, to instruct the City Clerk to prepare petitions and to allow members of the initiative petitioners committee to circulate such petitions. Seconded by Councilor Rowell.

The following people made comments regarding the above matter: Tammie Grieshaber, 100 Stony Ridge; Jonathan Labonte, 40 Reginald Street; Ed Desgrosseilliers, 121 Hatch Road; David Rowell, 95 Monroe Street; Mike Scott, 549 South Witham Road; and Dick Bussiere, 9 Winter Street.

Vote: 4 Nays with Councilors Rowell, Gerry and Mennealy voting Yea.

ADJOURNMENT – 10:47 p.m.

Councilor Mennealy moved to adjourn. Seconded by Councilor Samson. Vote: 7 Yeas.

A TRUE RECORD

ATTEST: _____
City Clerk

City of Auburn, Maine

"Maine's City of Opportunity"

Financial Services

March 15, 2006

Honorable Mayor and
Members of the City Council

Attached please find the financial report for the month of February 2006. At February 28, the City had completed eight months of the current fiscal year. A number of non-recurring expenditures have been paid, and all personal property taxes and the first half of real estate taxes were due by September 15th, and the remainder of real estate taxes were due March 15th. As a guideline for tracking purposes, revenues and expenditures should amount to approximately 67% of the annual budget. However, not all expenditures and revenues are distributed evenly throughout the year; individual line items will vary based upon cyclical activity.

Revenues

Revenues recorded through February 28 were \$41,814,283 or 68.07%, of the annual budget. The accounts listed below are noteworthy.

- A. Personal property taxes were due by August 29. The first half of real estate taxes was due September 15, with the remainder being due March 15. The City had collected approximately \$25.82 million in property tax revenue for the period ending February 28, of a total budget of \$39 million. Our collection rate is higher this year than last year. At February 28, the City had collected approximately 65% of the total annual taxes due, compared to approximately 65% at the same time last year.
- B. Excise taxes are coming in slightly better than budget, primarily due to conservative budgeting.
- C. Business licenses and permits are higher this time of year due to the timing of annual permits.
- D. State-Local Road Assistance is higher than budget due to an extra payment for local transit services.
- E. General Assistance reimbursements are higher due to higher expenditures resulting from more applicants and a greater need. The State of Maine reimburses municipalities 50% of eligible expenditures.
- F. Investment Income is higher than budget reflecting the improved interest rate environment and the higher interest rate we are being offered by TD Banknorth for our investments

- G. Rent revenue is higher than expected compared to budget due to the annual invoicing to Maine Intermodal Transportation, Inc. for lease payments for the intermodal facility.

Expenditures

Expenditures through February 28 were \$40,644,361, or 66.17%, of the annual budget. Noteworthy variances are discussed below.

- A. *Mayor & Council*: Progress payments for the fiscal year 2005 audit were paid during October and November.
- B. *Health & Social Services*: Public assistance costs are slightly higher than expected at this time, compared to budget.
- C. *Community Programs*: Includes full payment of the annual appropriations for the Liberty Festival and Saint Peter's School.
- D. *Debt Service*: The annual principal payments for the City's bonds were paid by November 30. Additionally, the first of the semiannual interest payments had been paid by November 30.
- E. *Property*: One-half the annual premium for various insurance coverages was paid to MMA in August.
- F. *Intergovernmental Programs*: The City funds the intergovernmental agencies quarterly, in the first month of each quarter, upon receipt of their invoices. The county tax payment was paid in August.

Investments

This section contains an investment schedule as of February 28, as well as a comparison of the investments between February 28 and the prior month. Interest rates have risen in recent months and TD Banknorth is offering the City a much higher interest rate on money market accounts than Bank of America did when they provided our banking services. All of this provides benefits for the City's investment income stream. Currently the City's funds are earning an average interest rate of 4.28%, compared to approximately 2.2 % last year at this time.

Respectfully Submitted,

Patricia A. Finnigan
City Manager

Christopher Trenholm
Finance Director

CITY OF AUBURN, MAINE
BALANCE SHEET - GENERAL FUND
FEBRUARY 28, 2006

	<u>January 31,</u> <u>2006</u>	<u>February 28,</u> <u>2006</u>	<u>Increase</u> <u>(Decrease)</u>
<u>ASSETS</u>			
CASH	9,531,126	7,800,739	(1,730,387)
RECEIVABLES			
ACCOUNTS RECEIVABLES	519,167	526,751	7,584
TAXES RECEIVABLE-CURRENT	15,511,042	14,135,476	(1,375,567)
DELINQUENT TAXES	216,538	217,643	1,105
TAX LIENS	262,299	248,218	(14,081)
NET DUE TO/FROM OTHER FUNDS	(1,270,817)	(459,986)	810,830
TOTAL ASSETS	24,769,356	22,468,841	(2,300,515)
<u>LIABILITIES & FUND BALANCES</u>			
ACCOUNTS PAYABLE	115,830	60,116	(55,714)
WAGES & TAXES PAYABLE	(61,919)	12,910	74,829
ACCRUED PAYROLL	778,069	778,069	-
STATE FEES PAYABLE	41,428	39,835	(1,594)
PREPAID TAXES	9,009	12,020	3,011
IN LIEU OF BONDS	61,205	61,205	-
DEFERRED REVENUE	16,740,906	15,967,030	(773,876)
TOTAL LIABILITIES	17,684,528	16,931,184	(753,344)
FUND BALANCE - NOT DESIGNATED	3,587,199	3,587,199	-
FUND BALANCE - DESIGNATED FOR WORKERS COMP & UNEMPLOYMENT	924,599	924,599	-
FUND BALANCE - DESIGNATED	84,325	84,325	-
UNAUDITED FY05 EXCESS REVENUE	-	-	-
NET CHANGE IN FUND BALANCE	2,488,705	941,533	(1,547,172)
TOTAL FUND BALANCES	7,084,828	5,537,656	(1,547,172)
TOTAL LIABILITIES AND FUND BALANCES	24,769,356	22,468,840	(2,300,516)

**CITY OF AUBURN, MAINE
REVENUES - GENERAL FUND
AS OF FEBRUARY 28, 2006**

REVENUE SOURCE	FY 2006 BUDGET	ACTUAL REVENUES THROUGH FEB 28	% OF TOTAL BUDGET
<u>TAXES</u>			
PROPERTY TAX REVENUE-	\$ 38,255,419	\$ 24,868,280	65.01%
PRIOR YEAR REVENUE	\$ -	\$ 376,767	
HOMESTEAD EXEMPTION REIMBURSEMENT	\$ 700,872	\$ 526,613	75.14%
ALLOWANCE FOR ABATEMENT	\$ (100,000)	\$ (96,736)	96.74%
ALLOWANCE FOR UNCOLLECTIBLE TAXES	\$ (15,000)	\$ -	0.00%
EXCISE	\$ 3,100,000	\$ 2,064,686	66.60%
PENALTIES & INTEREST	\$ 130,000	\$ 52,648	40.50%
TOTAL TAXES	\$ 42,071,291	\$ 27,792,260	66.06%
<u>LICENSES AND PERMITS</u>			
BUSINESS	\$ 29,700	\$ 28,021	94.35%
NON-BUSINESS	\$ 317,500	\$ 225,495	71.02%
TOTAL LICENSES	\$ 347,200	\$ 253,516	73.02%
<u>INTERGOVERNMENTAL ASSISTANCE</u>			
STATE-LOCAL ROAD ASSISTANCE	\$ 356,000	\$ 260,702	73.23%
STATE REVENUE SHARING	\$ 2,900,000	\$ 2,075,897	71.58%
WELFARE REIMBURSEMENT	\$ 16,250	\$ 16,700	102.77%
OTHER STATE AID	\$ 30,000	\$ -	0.00%
FEMA REIMBURSEMENT	\$ -	\$ 2,211	
CITY OF LEWISTON	\$ 180,000	\$ -	0.00%
EDUCATION SUBSIDY	\$ 14,471,377	\$ 9,224,648	63.74%
TOTAL INTERGOVERNMENTAL ASSISTANCE	\$ 17,953,627	\$ 11,580,158	64.50%
<u>CHARGE FOR SERVICES</u>			
GENERAL GOVERNMENT	\$ 241,600	\$ 127,117	52.61%
PUBLIC SAFETY	\$ 136,620	\$ 83,952	61.45%
EMS TRANSPORT	\$ 25,000	\$ 8,352	33.41%
EDUCATION	\$ 1,394,435	\$ 1,356,235	97.26%
TOTAL CHARGE FOR SERVICES	\$ 1,797,655	\$ 1,575,657	87.65%
<u>FINES</u>			
PARKING TICKETS & MISC FINES	\$ 80,000	\$ 39,358	49.20%
<u>MISCELLANEOUS</u>			
INVESTMENT INCOME	\$ 200,000	\$ 232,744	116.37%
INTEREST-BOND PROCEEDS	\$ 100,000	\$ -	0.00%
RENTS	\$ 130,000	\$ 121,158	93.20%
UNCLASSIFIED	\$ 103,600	\$ 50,402	48.65%
SALE OF RECYCLABLES	\$ 50,000	\$ 13,768	27.54%
COMMERCIAL SOLID WASTE FEES	\$ 53,500	\$ 31,283	58.47%
SALE OF PROPERTY	\$ 150,000	\$ 5,458	3.64%
RECREATION PROGRAMS	\$ 50,000	\$ -	0.00%
MMWAC HOST FEES	\$ 171,000	\$ 118,667	69.40%
9-1-1 DEBT SERVICE REIMBURSEMENT	\$ 70,000	\$ -	0.00%
TRANSFER IN: TIF	\$ 60,000	\$ -	0.00%
TRANSFER OUT: TIF	\$ (1,960,000)	\$ -	0.00%
TOTAL MISCELLANEOUS	\$ (821,900)	\$ 573,479	-69.77%
TOTAL GENERAL FUND REVENUES	\$ 61,427,873	\$ 41,814,428	68.07%

**CITY OF AUBURN, MAINE
EXPENDITURES - GENERAL FUND
AS OF FEBRUARY 28, 2006**

DEPARTMENT	FY 2006 BUDGET	ACTUAL EXPENDITURES THROUGH FEB 28	% OF TOTAL BUDGET
<u>ADMINISTRATION</u>			
MAYOR AND COUNCIL	\$ 98,610	\$ 75,964	77.04%
LEGAL SERVICES	\$ 65,000	\$ 53,664	82.56%
CITY CLERK	\$ 119,582	\$ 74,346	62.17%
CITY MANAGER	\$ 220,946	\$ 123,871	56.06%
PERSONNEL SERVICES	\$ 101,212	\$ 62,901	62.15%
INFORMATION SYSTEMS	\$ 186,507	\$ 119,257	63.94%
ASSESSING SERVICES	\$ 243,207	\$ 160,859	66.14%
FINANCIAL SERVICES	\$ 336,794	\$ 214,988	63.83%
CUSTOMER SERVICE	\$ 16,000	\$ 8,632	53.95%
TOTAL ADMINISTRATION	\$ 1,387,858	\$ 894,482	64.45%
<u>COMMUNITY SERVICES</u>			
HEALTH & SOCIAL SERVICES			
ADMINISTRATION	\$ 44,879	\$ 29,360	65.42%
ASSISTANCE	\$ 30,900	\$ 29,932	96.87%
PLANNING & PERMITTING	\$ 698,254	\$ 435,477	62.37%
PARKS AND RECREATION	\$ 552,328	\$ 370,162	67.02%
PUBLIC LIBRARY	\$ 837,957	\$ 558,821	66.69%
COMMUNITY PROGRAMS	\$ 23,050	\$ 21,350	92.62%
TOTAL COMMUNITY SERVICES	\$ 2,187,368	\$ 1,445,102	66.07%
<u>FISCAL SERVICES</u>			
DEBT SERVICE	\$ 7,411,314	\$ 6,550,317	88.38%
PROPERTY	\$ 520,694	\$ 426,823	81.97%
WORKERS COMPENSATION	\$ 150,000	\$ -	0.00%
WAGES & BENEFITS	\$ 3,935,023	\$ 2,301,222	58.48%
EMERGENCY RESERVE	\$ 600,000	\$ -	0.00%
TOTAL FISCAL SERVICES	\$ 12,617,031	\$ 9,278,362	73.54%
<u>PUBLIC SAFETY</u>			
EMERGENCY MGMT AGENCY	\$ 6,500	\$ 4,881	75.09%
FIRE DEPARTMENT	\$ 3,132,528	\$ 2,156,057	68.83%
POLICE DEPARTMENT	\$ 2,585,792	\$ 1,704,767	65.93%
TOTAL PUBLIC SAFETY	\$ 5,724,820	\$ 3,865,705	67.53%
<u>PUBLIC WORKS</u>			
PUBLIC WORKS DEPARTMENT	\$ 4,322,005	\$ 2,764,739	63.97%
WATER AND SEWER	\$ 457,500	\$ 351,080	76.74%
TOTAL PUBLIC WORKS	\$ 4,779,505	\$ 3,115,819	65.19%
<u>INTERGOVERNMENTAL PROGRAMS</u>			
AUBURN-LEWISTON AIRPORT	\$ 136,269	\$ 101,951	74.82%
E911 COMMUNICATION CENTER	\$ 874,118	\$ 655,581	75.00%
LATC-PUBLIC TRANSIT	\$ 117,994	\$ 88,496	75.00%
LAEGC-ECONOMIC COUNCIL	\$ 90,000	\$ 67,500	75.00%
L-A ARTS	\$ 21,000	\$ 15,750	75.00%
COUNTY TAX	\$ 1,745,129	\$ 1,745,129	100.00%
TAX SHARING	\$ 345,000	\$ 34,064	9.87%
TOTAL INTERGOVERNMENTAL	\$ 3,329,510	\$ 2,708,471	81.35%
<u>EDUCATION DEPARTMENT</u>	\$ 31,401,781	\$ 19,396,535	61.77%
TOTAL GENERAL FUND EXPENDITURES	\$ 61,427,873	\$ 40,704,477	66.26%

**CITY OF AUBURN, MAINE
INVESTMENT SCHEDULE
AS OF FEBRUARY 28, 2006**

INVESTMENT	FUND	ACCOUNT BALANCE	INTEREST RATE	VALUE		WEIGHTED AVG YIELD
				BOOK	MARKET	
BANKNORTH MNY MKT	GENERAL FUND	8,365,973.87	4.28%	8,365,973.87	8,365,973.87	
MBIA CLASS ACCOUNT	GENERAL FUND	664.82	4.33%	664.82	664.82	
BANKNORTH MNY MKT	GF-WORKERS COMP	45,994.28	4.28%	45,994.28	45,994.28	
MBIA CLASS ACCOUNT	GF-WORKERS COMP	54.03	4.33%	54.03	54.03	
BANKNORTH MNY MKT	GF-UNEMPLOYMENT	72,515.48	4.28%	72,515.48	72,515.48	
MBIA CLASS ACCOUNT	GF-UNEMPLOYMENT	74,221.18	4.33%	74,221.18	74,221.18	
BANK OF AMERICA	GF-UNEMPLOYMENT	15,852.19	2.40%	15,852.19	15,852.19	
BANKNORTH MNY MKT	SPECIAL REVENUE	1,417,499.53	4.28%	1,417,499.53	1,417,499.53	
MBIA CLASS ACCOUNT	SPECIAL REVENUE	2,287.84	4.33%	2,287.84	2,287.84	
BANKNORTH MNY MKT	SR-PERMIT PARKING	104,997.89	4.28%	104,997.89	104,997.89	
MBIA CLASS ACCOUNT	SR-PERMIT PARKING	342.30	4.33%	342.30	342.30	
BANKNORTH MNY MKT	SR-TIF	59,998.97	4.28%	59,998.97	59,998.97	
MBIA CLASS ACCOUNT	SR-TIF	732.43	4.33%	732.43	732.43	
BANKNORTH MNY MKT	CAPITAL PROJECTS	8,144,735.70	4.28%	8,144,735.70	8,144,735.70	
MBIA CLASS ACCOUNT	CAPITAL PROJECTS	58,040.14	4.33%	58,040.14	58,040.14	
BANK OF AMERICA	CAPITAL PROJECTS	24,279.02	2.40%	24,279.02	24,279.02	
BANKNORTH MNY MKT	ICE ARENA	80,823.97	4.28%	80,823.97	80,823.97	
MBIA CLASS ACCOUNT	ICE ARENA	185.79	4.33%	185.79	185.79	
GRAND TOTAL		18,469,199.43		18,469,199.43	18,469,199.43	4.28%

**CITY OF AUBURN, MAINE
INVESTMENT SCHEDULE
COMPARISON OF JANUARY 31, 2006
AND FEBRUARY 28, 2006**

INVESTMENT	FUND	JANUARY 31, 2006		FEBRUARY 28, 2006		INCREASE (DECREASE)	
		VALUE		VALUE		VALUE	
		BOOK	MARKET	BOOK	MARKET	BOOK	MARKET
BANKNORTH MNY MARKET	GENERAL FUND	10,340,941.14	10,340,941.14	8,365,973.87	8,365,973.87	(1,974,967.27)	(1,974,967.27)
MBIA CLASS ACCOUNT	GENERAL FUND	662.58	662.58	664.82	664.82	2.24	2.24
BANKNORTH MNY MARKET	WORKERS COMP	45,846.57	45,846.57	45,994.28	45,994.28	147.71	147.71
MBIA CLASS ACCOUNT	WORKERS COMP	53.75	53.75	54.03	54.03	0.28	0.28
BANKNORTH MNY MARKET	UNEMPLOYMENT	72,282.59	72,282.59	72,515.48	72,515.48	232.89	232.89
MBIA CLASS ACCOUNT	UNEMPLOYMENT	73,980.54	73,980.54	74,221.18	74,221.18	240.64	240.64
BANK OF AMERICA	UNEMPLOYMENT	15,851.14	15,851.14	15,852.19	15,852.19	1.05	1.05
BANKNORTH MNY MARKET	SPECIAL REVENUE	1,412,947.13	1,412,947.13	1,417,499.53	1,417,499.53	4,552.40	4,552.40
MBIA CLASS ACCOUNT	SPECIAL REVENUE	2,280.38	2,280.38	2,287.84	2,287.84	7.46	7.46
BANKNORTH MNY MARKET	PERMIT PARKING	104,660.68	104,660.68	104,997.89	104,997.89	337.21	337.21
MBIA CLASS ACCOUNT	PERMIT PARKING	341.18	341.18	342.30	342.30	1.12	1.12
BANKNORTH MNY MARKET	TIF	58,809.49	58,809.49	59,998.97	59,998.97	1,189.48	1,189.48
MBIA CLASS ACCOUNT	TIF	730.16	730.16	732.43	732.43	2.27	2.27
BANKNORTH MNY MARKET	CAPITAL PROJECTS	6,125,001.45	6,125,001.45	8,144,735.70	8,144,735.70	2,019,734.25	2,019,734.25
MBIA CLASS ACCOUNT	CAPITAL PROJECTS	57,851.71	57,851.71	58,040.14	58,040.14	188.43	188.43
BANK OF AMERICA	CAPITAL PROJECTS	24,277.47	24,277.47	24,279.02	24,279.02	1.55	1.55
BANKNORTH MNY MARKET	ICE ARENA	80,564.40	80,564.40	80,823.97	80,823.97	259.57	259.57
MBIA CLASS ACCOUNT	ICE ARENA	185.23	185.23	185.79	185.79	0.56	0.56
GRAND TOTAL		18,417,267.59	18,417,267.59	18,469,199.43	18,469,199.43	51,931.84	51,931.84

City Council

Agenda Information Sheet

Council Meeting Date: March 20, 2006 **Agenda Item No. 1**

SUBJECT: RESOLVE – Recognizing Marilyn Isaacson Simonds – The 2006 Recipient of the Lewis Hine Award

INFORMATION:

In January of this year, Marilyn Isaacson Simonds of Auburn was one of 10 people selected from throughout the United States to receive the prestigious Lewis Hine Award from the National Child Labor Committee.

The Lewis Hine Award honors unsung heroes who dedicate themselves to improve the lives of children and their families. The Award is named for acclaimed photographer Lewis Hine, whose photography documented the brutal working conditions children were subjected to in American sweatshops, coal mines, textile mills, and farms in the early 1900's. His photographic work prompted Americans to take action to address this problem by enacting state and federal laws to protect the rights of children in the workplace.

Mrs. Simonds has devoted her life to improving the lives of young people and their families. We are please that she has received this long-overdue recognition and the City Council wishes to join the National Child Labor Committee in recognizing her selfless dedication to the children of our community.

STAFF COMMENTS /RECOMMENDATION:

Staff recommends passage of the Resolve.

REQUESTED ACTION:

Motion for passage of the Resolve

VOTE:

City of Auburn

City Council, Auburn, Maine
Date: March 20, 2006

TITLE: RESOLVE – Recognizing Marilyn Isaacson Simonds – The 2006 Recipient of the Lewis Hine Award

Be It Resolved by the Auburn City Council that:

WHEREAS, Marilyn Isaacson Simonds has worked tirelessly for more than 40 years to improve the lives of children; and

WHEREAS, Marilyn Isaacson Simonds has devoted her life to helping children and families through her work and volunteer activities at Head Start, local public schools, and other organizations; and

WHEREAS, in 1985 the National Child Labor Committee initiated the Lewis Hine Awards for Service to Children and Youth, to honor unheralded Americans for their work with young people;

WHEREAS, Marilyn Isaacson Simonds received this year's prestigious Lewis Hine Award, which is named in honor of the 20th Century photographer whose work publicized the plight of working children;

WHEREAS, Marilyn Isaacson Simonds was one of 10 individuals and the only person from New England who received this award which recognizes the extraordinary work she has done to provide children in our community with the tools and support they need to become happy and self sufficient adults;

NOW, THEREFORE, the Auburn City Council hereby express our thanks and congratulations to Marilyn Isaacson Simonds for her lifetime of quiet efforts to improve the lives of countless children and families, and we extend our best wishes as she continues her selfless efforts on behalf of the youth and families of our community.

Motion for passage

By: _____

Seconded by _____

Vote:

Action by the City Council:

Date:

Attest:

City Clerk

City Council

Agenda Information Sheet

Council Meeting Date: March 20, 2006

Agenda Item No. 2

SUBJECT: **RESOLVE** - Authorizing the City Manager to Enter Into a Purchase & Sale Agreement for Land located in Great Falls Plaza

INFORMATION:

In order to continue the development of the City and in particular Downtown Auburn, the City needs to provide additional parking to serve existing businesses and to allow for future business growth and development.

The City will construct a parking garage that is designed to be completed in 2 phases. The first phase will serve the immediate, existing needs for parking. Phase 2 will be developed when additional development takes place and there is a need for additional parking. GFP Development will be constructing its first building this year. The site plan allows it to construct up to 3 additional new commercial buildings, totaling more than 150,000 square feet, with an expected value in excess of \$20 million, and the creation of 200 new jobs.

To accomplish this, the City of Auburn and GFP Development will convey a portion of land it each owns. The land exchange will mean that both parties will have essentially the same amount of land they have today, but it will be configured differently in order to be most effective layout of the area that will generate the most value.

STAFF COMMENTS /RECOMMENDATION:

Staff recommends passage of the Resolve.

REQUESTED ACTION:

Motion for passage of the Resolve

VOTE:

City of Auburn

CITY COUNCIL, AUBURN MAINE

Date: March 20, 2006

TITLE: RESOLVE – Authorizing the City Manager to Enter Into a Purchase & Sale Agreement for Land located in Great Falls Plaza

Be It Resolved Ordered that the City manager is hereby authorized to execute the attached Purchase and Sale Agreement/Land Swap and Option to Purchase Agreements and deeds referenced therein between the City of Auburn and Great Falls Plaza Development Corp.

Motion for passage of the Order

Seconded by:

Vote:

ACTION BY COUNCIL

DATE

ATTEST:

CITY CLERK

Purchase and Sale Agreement/Land Swap

This Agreement (the "Agreement") is made and entered into as of the ___ day of March, 2006 by and between **GFP DEVELOPMENT CO. LLC**, a Maine limited liability company with a mailing address Two Great Falls Plaza, Auburn, Maine 04210 or its wholly owned assignee (the "GFP") and **CITY OF AUBURN**, a municipal body corporate and politic and political subdivision of the State of Maine with a mailing address of 60 Court Street, Auburn, Maine 04210 (the "Auburn").

W I T N E S S E T H:

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Premises to be conveyed by Auburn. Subject to the terms and provisions hereof, Auburn agrees to sell and convey to GFP and GFP agrees to purchase that certain parcel of land located at Great Falls Plaza in Auburn, Androscoggin County, Maine, shown on that certain plan (the "GFP Parcel Survey Plan") attached hereto and incorporated herein by reference as Exhibit A as the City Land to GFP being more particularly bounded and described on Exhibit B attached hereto and made a part hereof (the "GFP Premises").

2. Premises to be conveyed by GFP. Subject to the terms and provisions hereof, GFP agrees to sell and convey to the City of Auburn that certain parcel of land located at Great Falls Plaza in Auburn, Androscoggin County, Maine shown on that certain GFP Parcel Survey Plan attached hereto and incorporated herein by reference as Exhibit A as the GFP land to City being more particularly bounded and described on Exhibit C attached hereto and made a part hereof (the "Auburn Premises").

3. Deed and Title to GFP Premises. The GFP Premises are to be conveyed by a quitclaim deed with covenant running to GFP or to such nominee as GFP may designate to Auburn prior to the Closing (as that term is hereinafter defined), and said deed shall convey good and marketable title thereto, free from all mortgages but subject to all restrictions, easements or other matters of record as of the date hereof and subject to and with the benefit of such further restrictions, easements and covenants as hereinafter set forth. If the aforesaid deed conveying the GFP Premises refers to a plan necessary to be recorded in the applicable Registry of Deeds, Auburn shall deliver such plan with the deed in form adequate for recording in said Registry.

4. Deed and Title to Auburn Premises. The Auburn Premises are to be conveyed by a quitclaim deed with covenant running to the City of Auburn and said deed shall convey good and marketable title thereto, free from all mortgages but subject to all restrictions, easements or other matters of record as of the date hereof and subject to and with the benefit of such further restrictions, easements and covenants as hereinafter set forth. If the aforesaid deed conveying the Auburn Premises refers to a plan necessary to be recorded in the applicable Registry of Deeds, GFP shall deliver such plan with the deed in form adequate for recording in said registry.

5. Consideration. The consideration for the conveyance of the GFP Premises by Auburn is the receipt of the deed for the Auburn Premises and the consideration for the conveyance of the Auburn Premises by GFP is the receipt of the deed for the GFP Premises.

6. Closing. The aforesaid deeds are to be delivered (the "Closing") at the offices of the City of Auburn, 60 Court Street, Auburn, Maine on the thirtieth (30th) day after all of the conditions contained in paragraphs 9, 10, 11 and 12 of this Agreement have been satisfied. In no event, however, shall the Closing date occur later than December 1, 2006 unless the Closing date is extended pursuant to another paragraph of this Agreement. The applicable Closing date is referred to herein as the "Closing Date". The parties agree that time is of the essence of this Agreement. In the event any Closing Date would fall on a Sunday, holiday or other non-business day, the Closing Date shall be deemed extended to the next business day.

7. Possession; AS IS Transaction. Full possession of the GFP Premises, free and clear of all tenants and occupants, is to be delivered on the Closing Date. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, AT CLOSING GFP HAS AGREED TO ACCEPT POSSESSION OF THE PREMISES ON THE CLOSING DATE ON AN "AS IS" BASIS. GFP AND AUBURN AGREE THAT THE GFP PREMISES SHALL BE SOLD "AS IS, WHERE IS, WITH ALL FAULTS", SUCH SALE SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, WARRANTY OF INCOME POTENTIAL, OPERATING EXPENSES, USES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BUT SPECIFICALLY EXCLUDING THE WARRANTY OF TITLE TO BE GIVEN IN THE DEED AND GFP DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION OR WARRANTY. For purpose of this Agreement, the term "AS IS" shall mean (without limitation thereon) AS IS with respect to (a) the physical condition of the GFP Premises (including defects seen and unseen and conditions natural and artificial), (b) title to the GFP Premises as disclosed by the Title Report and Title Commitment and subject to all easements, restrictions and other matters of record, (c) any documents, agreements or restrictions encumbering the GFP Premises as previously disclosed to GFP (including matters disclosed on any and all surveys), and (d) all laws, ordinances, rules and regulations to which the GFP Premises may be subject under any applicable governmental or regulatory jurisdiction.

Full possession of the Auburn Premises, free and clear of all tenants and occupants is to be delivered on the Closing Date. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, AT CLOSING AUBURN HAS AGREED TO ACCEPT POSSESSION OF THE AUBURN PREMISES ON THE CLOSING DATE ON AN "AS IS" BASIS. GFP AND AUBURN AGREE THAT THE AUBURN PREMISES SHALL BE SOLD "AS IS, WHERE IS, WITH ALL FAULTS", SUCH SALE SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, WARRANTY OF INCOME POTENTIAL, OPERATING EXPENSES, USES, MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE BUT SPECIFICALLY EXCLUDING THE WARRANTY OF TITLE TO BE GIVEN IN THE DEED AND AUBURN DOES HEREBY DISCLAIM

AND RENOUNCE ANY SUCH REPRESENTATION OR WARRANTY. For purpose of this Agreement, the term "AS IS" shall mean (without limitation thereon) AS IS with respect to (a) the physical condition of the Auburn Premises (including defects seen and unseen and conditions natural and artificial), (b) title to the Auburn Premises as disclosed by the Title Report and Title Commitment and subject to all easements, restrictions and other matters of record, (c) any documents, agreements or restrictions encumbering the Auburn Premises as previously disclosed to Auburn (including matters disclosed on any and all surveys), and (d) all laws, ordinances, rules and regulations to which the Auburn Premises may be subject under any applicable governmental or regulatory jurisdiction.

8. Cure of Title Objections. If either party shall be unable for any reason to give title or to make conveyance, or to deliver possession of the applicable premises, all as herein stipulated, or if on the Closing Date the applicable premises do not conform with the provisions hereof, then either party shall, if such party so elects, require the other party to use good faith and reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the applicable premises conform to the provisions hereof, as the case may be, and the Closing Date shall if necessary automatically be extended for a period of up to sixty (60) days (the "Extended Time"). If at the expiration of the Extended Time the notified party shall have failed for any reason so to remove any defects in title, deliver possession, or make the applicable premises conform, as the case may be, all as herein agreed, then, at the notifying party's option, exercised at the extended Closing Date, all obligations of all parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

The notifying party shall have the election, at either the original Closing Date or the Extended Time, to accept such title as the notified party can deliver to the applicable premises in its then condition without warranty as to the defect, in which case the notified party shall convey such title.

9. Closing Documents. The following documents shall be executed and/or delivered at the Closing:

(a) Auburn shall execute and deliver to GFP a Quitclaim Deed with Covenant for the GFP Premises in form reasonably acceptable to Auburn and GFP;

(b) GFP shall execute and deliver to Auburn a Quitclaim Deed with Covenant for the Auburn Premises in form reasonably acceptable to Auburn and GFP;

(c) GFP shall execute Easement in form and content reasonably acceptable to Auburn. GFP and Auburn agree to negotiate in good faith the terms of such Agreement.

(d) Survey's of the applicable premises, currently dated;

(e) Option Agreement executed by GFP for the benefit of Auburn in the form attached hereto as Exhibit D which document shall require the reconveyance of the Auburn premises being conveyed to GFP if GFP has failed to commence if construction of an office building by June 1, 2007;

(f) Reconveyance Agreement executed by Auburn for the benefit of GFP in the form attached hereto as Exhibit E which document shall require the reconveyance of the GFP premises being conveyed to Auburn if Auburn has failed to commence construction of the public garage by June 1, 2007;

(g) Such other documents, instruments and certifications as may be reasonably required and designated by either party or the title company consistent with Maine conveyancing practice to fully effect and consummate the transactions contemplated hereby.

10. Conditions to GFP's Obligations

10.1 Unless waived in writing by GFP, GFP's obligations hereunder and the Closing of this transaction shall be contingent upon and subject to satisfaction of all of the following additional conditions:

10.1.1. Issuance by the Title Company without additional or extraordinary coverage of a policy of title insurance relating to the GFP Premises being an ALTA Standard Form Policy of Title Insurance with liability in the amount of the Fair Market Value, showing title to the GFP Premises vested in GFP, subject only to Permitted Encumbrances.

10.1.2. Auburn is not in default of this Agreement.

10.2 GFP's written approval of satisfaction within One Hundred Twenty days of the Effective Date of this Agreement (the "Due Diligence Period") of the following:

10.2.1 Approval by GFP of preliminary title insurance commitment agreeing to insure that GFP will be the owner in fee simple of the GFP Premises upon consummation of this transaction which shall be in accordance with the following:

Jensen Baird Gardner & Henry shall provide a current title commitment for the Property and Improvements prepared by Lawyers Title Insurance Company (the "Title Company"), together with copies of all documents shown as exceptions affecting title, GFP may within the later to occur of (i) the Due Diligence Period; or (ii) fifteen business (15) days of receipt of the preliminary title report disapprove any items in the title report by giving a written notice of defect to Auburn specifying all of such disapproved exceptions. All exceptions not disapproved shall be the ("Permitted Encumbrances").

Within fifteen business (15) days following Auburn's receipt of a notice of defect, Auburn may decide either (i) to cure any or all of the disapproved exceptions, or (ii) to terminate this Agreement by written notice to GFP if Auburn reasonably determines that Auburn cannot remove a disapproved exception. If Auburn has not elected to terminate during such 15-day period, Auburn shall use reasonable efforts to cause the disapproved exceptions to be eliminated as a matter affecting title, and in the event Auburn has not successfully caused the disapproved exceptions to be eliminated prior to the Closing Date, GFP may terminate this Agreement by written notice to Auburn and all obligations of parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

10.2.2. The GFP Premises is served by all required public and/or private utilities, sewer and water lines, and, in the case of private companies, all necessary easements are in full force and effect.

10.2.3. No underground tanks are located on the GFP Premises.

10.2.4. Neither the Auburn nor the GFP Premises is subject to any outstanding agreement with any third party pursuant to which any such third party has acquired or may acquire any interest in the GFP Premises.

10.2.5. Approval of the present zoning with respect to the GFP Premises and GFP's satisfaction with the Federal Emergency Management Agency (FEMA) flood plan designation for the area within each of the GFP premises as situated.

10.2.6. All inspections and testing shall be conducted at GFP's sole cost and expense. Any and all documents and/or information identified above including copies of the Title Insurance Commitment and Specimen Title Policy to be provided to GFP shall be made available to GFP within fifteen (15) days of the Effective Date of this Agreement. If GFP cannot satisfy itself with regard to the contingencies within the term of the Due Diligence Period, and prior to the expiration of the Due Diligence Period, GFP has the right to cancel this contract which shall then become null and void. It is understood that Auburn is granting GFP the right to investigate the GFP Premises and satisfy itself as to the accuracy of the representations and warranties; at the expiration of the Due Diligence Period, GFP shall notify Auburn in writing that it will not proceed to consummate the purchase of the GFP Premises, in which event this Agreement shall terminate. If the transaction fails to close for any reason whatsoever, GFP shall return to Auburn all of the Documents which Auburn has delivered to GFP. THE FURNISHING OF ANY MATERIALS, DOCUMENTS, REPORTS OR AGREEMENTS DESCRIBED ABOVE SHALL NOT BE INTERPRETED IN ANY MANNER AS A REPRESENTATION OR WARRANTY OF ANY TYPE OR KIND BY AUBURN, ANY MUNICIPAL OFFICER OF AUBURN, OR ANY OFFICER,

EMPLOYEE, AGENT, OR OTHER PARTY RELATED IN ANY WAY TO ANY OF THE FOREGOING.

11. Conditions of Auburn's Obligations

11.1 Unless waived in writing by Auburn, Auburn's obligations hereunder and the Closing shall be contingent upon and subject to satisfaction of all of the following conditions:

11.1.1 GFP is not in default under this Agreement.

11.1.2 Issuance by the Title Company without additional or extraordinary coverage of a policy of title insurance relating to the Auburn Premises being an ALTA Standard Form Policy of Title Insurance with liability in the amount of the Fair Market Value, showing title to the Property vested in Auburn, subject only to Permitted Encumbrances.

11.2 Auburn's written approval of satisfaction within One Hundred Twenty days of the Effective Date of this Agreement (the "Due Diligence Period") of the following:

11.2.1 Approval by Auburn of preliminary title insurance commitment agreeing to insure that Auburn will be the owner in fee simple of the Auburn Premises upon consummation of this transaction which shall be in accordance with the following:

Jensen Baird Gardner & Henry shall provide a current title commitment for the Auburn Premises and Improvements prepared by Lawyers Title Insurance Company (the "Title Company"), together with copies of all documents shown as exceptions affecting title. Auburn may within the later to occur of (i) the Due Diligence Period; or (ii) fifteen business (15) days of receipt of the preliminary title report disapprove any items in the title report by giving a written notice of defect to GFP specifying all of such disapproved exceptions("Permitted Encumbrances").

Within fifteen business (15) days following GFP's receipt of a notice of defect, GFP may decide either (i) to cure any or all of the disapproved exceptions, or (ii) to terminate this Agreement by written notice to Auburn if GFP reasonably determines that GFP cannot remove a disapproved exception. If GFP has not elected to terminate during such 15-day period, GFP shall use reasonable efforts to cause the disapproved exceptions to be eliminated as a matter affecting title, and in the event GFP has not successfully caused the disapproved exceptions to be eliminated prior to the Closing Date, Auburn may terminate this Agreement by written notice to GFP and all obligations of both parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

11.2.2 The Auburn Premises is served by all required public and/or private utilities, sewer and water lines, and, in the case of private companies, all necessary easements are in full force and effect.

11.2.3 No underground tanks are located on the Auburn Premises.

11.2.4 Neither GFP nor the Auburn Premises is subject to any outstanding agreement with any third party pursuant to which any such third party has acquired or may acquire any interest in the Auburn Premises.

11.2.5 All inspections and testing shall be conducted at Auburn's sole cost and expense. Any and all documents and/or information identified above including copies of the Title Insurance Commitment and Specimen Title Policy to be provided to Auburn shall be made available to Auburn within fifteen (15) days of the Effective Date of this Agreement. If Auburn cannot satisfy itself with regard to the contingencies within the term of the Due Diligence Period, and prior to the expiration of the Due Diligence Period, Auburn has the right to cancel this contract which shall then become null and void. It is understood that GFP is granting Auburn the right to investigate the Auburn Premises and satisfy itself as to the accuracy of the representations and warranties; at the expiration of the Due Diligence Period, Auburn shall notify the GFP in writing that it will not proceed to consummate the purchase of the Auburn Premises, in which event this Agreement shall terminate. If the transaction fails to close for any reason whatsoever, Auburn shall return to GFP all of the Documents which GFP has delivered to Auburn. THE FURNISHING OF ANY MATERIALS, DOCUMENTS, REPORTS OR AGREEMENTS DESCRIBED ABOVE SHALL NOT BE INTERPRETED IN ANY MANNER AS A REPRESENTATION OR WARRANTY OF ANY TYPE OR KIND BY GFP, ANY OFFICER OF GFP, OR ANY OFFICER, EMPLOYEE, AGENT, OR OTHER PARTY RELATED IN ANY WAY TO ANY OF THE FOREGOING.

12. State of Title Auburn Premises.

12.1 Notwithstanding anything contained in this Agreement expressly or impliedly to the contrary, GFP shall have and Auburn shall accept good, marketable and insurable title to the Auburn Premises free and clear of all monetary liens and encumbrances, including, without limitation, deeds of trust and mortgages, bonds, assessments, mechanics' and materialmen's liens and claims, subject only to the Permitted Encumbrances.

12.2 In the event that on the Closing Date GFP's title to the Auburn Premises shall be subject to mortgages, liens, encumbrances or obligations, other than those to which Auburn is obligated to accept title hereunder, or if Auburn shall have not received the title policy in accordance with 11.1.5 and if Auburn shall be unwilling to waive the same and to close this transaction, except as may otherwise be provided in this Agreement, GFP shall take reasonable action to remove, remedy, satisfy, or comply

with such mortgages, liens, encumbrances, objections or other grounds. Thereupon, GFP shall be entitled to an adjournment of the Closing Date for a period not to exceed sixty (60) days, and such Closing Date shall be adjourned to a date specified by GFP not beyond such period. If GFP shall not have succeeded in removing, remedying, satisfying, or complying with such mortgage, liens, encumbrances, objections or other ground at or prior to the expiration of such adjournment GFP shall give Auburn written notice thereof and Auburn shall have thirty (30) days from such notice to elect by written notice to GFP to accept title to the Auburn Premises as is; except that GFP shall be obligated to cause to be discharged any lien or mortgage, other than Permitted Encumbrances, that arose during the ownership of the Auburn Premises by GFP or a predecessor in title affiliated with GFP. If Auburn shall still be unwilling to waive the same and/or to close this transaction with or without allowance of any kind agreed to by the Parties, this Agreement shall be null and void and shall cease, terminate and come to an end, and neither party hereto shall have any rights, obligations or liabilities against or to the other.

13. State of Title –GFP Premises

13.1 Notwithstanding anything contained in this Agreement expressly or impliedly to the contrary, Auburn shall have and GFP shall accept good, marketable and insurable title to the GFP Premises free and clear of all monetary liens and encumbrances, including, without limitation, deeds of trust and mortgages, bonds, assessments, mechanics' and materialmen's liens and claims, subject only to the Permitted Encumbrances.

13.2 In the event that on the Closing Date Auburn's title to the GFP Premises shall be subject to mortgages, liens, encumbrances or obligations, other than those to which GFP is obligated to accept title hereunder, or if GFP shall have not received the title policy in accordance with 10.1.1, and if GFP shall be unwilling to waive the same and to close this transaction, except as may otherwise be provided in this Agreement, Auburn shall take reasonable action to remove, remedy, satisfy, or comply with such mortgages, liens, encumbrances, objections or other grounds. Thereupon, Auburn shall be entitled to an adjournment of the Closing Date for a period not to exceed sixty (60) days, and such Closing Date shall be adjourned to a date specified by Auburn not beyond such period. If Auburn shall not have succeeded in removing, remedying, satisfying, or complying with such mortgage, liens, encumbrances, objections or other ground at or prior to the expiration of such adjournment Auburn shall give GFP written notice thereof and GFP shall have thirty (30) days from such notice to elect by written notice to Auburn to accept title to the GFP Premises as is, except that Auburn shall be obligated to cause to be discharged any lien or mortgage, other than Permitted Encumbrances, that arose during the ownership of the Project by Auburn or a predecessor in title affiliated with Auburn. If GFP shall still be unwilling to waive the same and/or to close this transaction with or without allowance of any kind agreed to by the Parties, this Agreement shall be null and void and shall cease, terminate and come to an end, and neither party hereto shall have any rights, obligations or liabilities against or to the other.

14. Covenants, Representations and Warranties of GFP

14.1 GFP hereby represents and warrants that as of the date of this Agreement and as of the Closing Date:

14.1.1 GFP has full power and authority to enter into and to perform the terms and conditions of this Agreement, the person executing this Agreement for GFP is fully and duly empowered so to act, and this Agreement constitutes a legal, valid and binding obligation of GFP, enforceable in accordance with its terms except to the extent any of the terms hereof may be contrary to law or applicable regulations.

14.1.2 Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate any agreement to which GFP is a party or by which GFP is bound, or violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental agency.

14.1.3 There is no claim, action, proceeding or investigation pending or to the best of GFP's knowledge, threatened against or involving GFP, which questions or challenges the validity of this Agreement or any action taken or to be taken by GFP pursuant to this Agreement or in connection with the transactions contemplated hereby and GFP knows of no valid basis for any such action, proceeding or investigation.

Notwithstanding the foregoing, Auburn at the time of the closing of the within contemplated transaction, shall take the Auburn Premises on an "as is" basis, as it acknowledges that it will have had ample opportunity to complete any due diligence deemed necessary by it.

15. Covenants, Representations and Warranties of Auburn

15.1 Auburn hereby represents and warrants that as of the date of this Agreement and as of the Closing Date:

15.1.1 Auburn has full power and authority to enter into and to perform the terms and conditions of this Agreement, the person executing this Agreement for Auburn is fully and duly empowered so to act, and this Agreement constitutes a legal, valid and binding obligation of Auburn, enforceable in accordance with its terms except to the extent any of the terms hereof may be contrary to law or applicable regulations.

15.1.2 Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate any agreement to which Auburn is a party or by which Auburn is bound, or violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental subsidy.

15.1.3 There is no claim, action, proceeding or investigation pending or to the best of Auburn's knowledge, threatened against or involving Auburn, which questions or challenges the validity of this Agreement or any action taken or to be taken by Auburn pursuant to this Agreement or in connection with the transactions contemplated hereby; and Auburn knows of no valid basis for any such action, proceeding or investigation.

Notwithstanding the foregoing, GFP at the time of the closing of the within contemplated transaction, shall take the GFP Premises on an "as is" basis, as it acknowledges that it will have had ample opportunity to complete any due diligence deemed necessary by it.

16. Expenses, Prorations and Adjustments

16.1 Auburn shall pay the fees and expenses of Auburn's counsel, all title charges including (i) fee and mortgage title insurance applicable to the Auburn Premises, (ii) 50% of the survey fees; and (iii) per page recordation fees of the Quitclaim Deed With Covenant.

16.2 GFP shall pay (i) the fees and expenses of GFP's counsel, all title charges including fee and mortgage title insurance applicable to the GFP Premises, (ii) per page recordation fees of the Quitclaim Deed with Covenant; (iii) 50% of the survey fees; and (iv) GFP's portion of the transfer tax.

16.3 All real estate taxes and other expenses shall be prorated between GFP and Auburn as of the Closing Date.

17. Default

17.1 Default by GFP. In the event of default by GFP prior to the Closing, Auburn shall be under no obligation to conclude the transaction and shall have the right to terminate this Agreement upon ten day written notification to GFP. GFP shall be liable to Auburn for all third party costs and expenses incurred by Auburn in connection with this transaction including the costs of collection and reasonable attorneys' fees.

17.2 Default by Auburn. In the event of default by Auburn prior to the closing, GFP shall be under no obligation to conclude the transaction and GFP shall have the right to terminate this Agreement upon ten day written notice to Auburn. Auburn shall be liable to GFP for all third party costs and expenses incurred by GFP in connection with this transaction including the costs of collection and reasonable attorneys' fees.

18. Inspection and Testing.

18.1 GFP shall have a right at all reasonable times during the term of this Purchase and Sale Agreement to inspect the GFP Premises and make engineering

studies, surveys, soils tests, inspections, and other reasonable evaluations of the GFP Premises; provided, however, that such right of entry shall be at GFP's own risk and GFP shall hold Auburn harmless and indemnify Auburn in all respects in connection with any entry into or onto said GFP Premises in pursuit thereof. Upon completion of any engineering studies, surveys, soils tests, inspections or other evaluations of the GFP Premises, GFP shall repair any damage occasioned by such entry. The provisions of this paragraph 18.1 shall survive the termination or consummation of this agreement, notwithstanding any other provision or term hereof.

18.2 Auburn shall have the right at all reasonable times during the term of this Purchase and Sale Agreement to inspect the Auburn Premises and make engineering studies, surveys, soils tests, inspections and other reasonable evaluations of the Auburn Premises; provided however, that such right of entry shall be at Auburn's own risk and Auburn shall hold GFP harmless and indemnify GFP in all respects in connection with any entry into or on said premises in pursuit thereof. Upon completion of any engineering studies, surveys, soil tests, inspections and other evaluations of the Auburn Premises, Auburn shall repair any damage occasioned by such entry. The provisions of this paragraph 18.2 shall survive the termination or consummation of this Agreement, notwithstanding any other provision or term hereof.

19. Confidentiality.

19.1 Although Auburn has endeavored to review the third party studies and reports which have been delivered to GFP for use in GFP's investigation, GFP understands that neither Auburn nor any of its representatives or advisors have made or make any representation or warrant as to the accuracy or completeness of the third party studies and reports except as specifically prepared by Auburn. GFP agrees that neither Auburn nor any of its representatives or advisors have made or make any representation or warrant as to the accuracy or completeness of the third party studies and reports. GFP agrees that neither Auburn nor its representatives or advisors shall have any liability to GFP or any of GFP's representatives or advisors resulting from the use of any third party studies and reports made available to GFP by Auburn. .

GFP agrees that the terms of this Section 19.1 of the Agreement will apply to any and all Project Information, whether disclosed to GFP before or after the date of this Agreement, and agrees to abide by such terms with respect to any such Project Information.

19.2 Although GFP has endeavored to review the third party studies and reports which have been delivered to Auburn for use in Auburn's investigation, Auburn understands that neither GFP nor any of its representatives or advisors have made, or make, any representation or warranty as to the accuracy or completeness of the third party studies and reports except as specifically prepared by GFP. Auburn agrees that neither GFP nor any of its representatives or advisors have made, or make, and representation or warranty as to the accuracy or completeness of the third party studies and reports. Auburn agrees that neither GFP nor its representatives or advisors shall

have any liability to Auburn or any of Auburn's representatives or advisors resulting from the use of the any third party studies and report made available to Auburn by GFP.

Auburn agrees that the terms of the Section 19.2 of the Agreement will apply to any and all Project Information, whether disclosed to Auburn before or after the date of this Agreement, and agrees to abide by such terms with respect to such Property Information.

20. Modifications

20.1 This Agreement may not be changed or terminated orally. The stipulations herein are to apply to and bind the heirs, executors, administrators, successors or assigns of the parties.

21. Miscellaneous Provisions

21.1 Concurrent with the Closing, the parties shall give any notice of transfer as may be required by statute, including any required notice to tenants and otherwise shall comply with all statutory requirements in connection therewith by delivering any such notices to the Title Company, in form complying with such law.

21.2 If any one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, such provision shall not affect any other provision hereof, and this Agreement shall be construed as if such provision had never been contained herein.

21.3 GFP and Auburn shall, prior to the Closing Date, execute any and all documents, and perform any and all acts reasonably necessary or appropriate to consummate this transaction.

21.4 This Agreement and all the covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

22. Development.

GFP and Auburn intend to develop their respective properties as shown on the plan. Accordingly, Auburn and GFP shall execute the Cross Easement Agreement and Declaration of Reciprocal Rights and Easements at closing in form and content reasonably acceptable to GFP and Auburn thereby subjecting the two parcels to various Cross Easement as specified therein (the "Cross Easement") and for ingress and egress for the benefit of each of the respective parcels. Such Cross Easement shall run for the benefit of and by each respective parcel and the owners thereof from time to time. The Cross Easement shall not be subject or subordinate to any mortgage or other lien.

23. Survival and Benefits

All representations, warranties, agreements, obligations and indemnities of the parties, notwithstanding any investigation made by any party hereto, shall survive for a period ending one year after the Closing Date and the same shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

24. Broker's Fee

24.1 If either GFP or Auburn has engaged or employed any broker or agent in connection with this transaction or has incurred any obligation, contingent or otherwise, for a broker's or finder's fee with respect to the matters provided for in this Agreement, the party incurring such obligation shall be solely responsible therefore. Each party hereto agrees to hold the other party harmless from and against any and all costs, expenses, claims, losses or damages including reasonable attorney's fees, resulting from a violation of the representations, warranties and covenants set forth in this section and this Agreement shall survive the closing.

25. Assignments

25.1 GFP shall have the right to assign its right to receive the GFP Premises to any entity owned or controlled by Tom and Jim Platz subject to GFP's performance of its obligations under this Agreement to Auburn in accordance with the terms of this Agreement.

26. Governing Law

26.1 This Agreement is and shall constitute a contract under and is to be construed in accordance with the laws of the State of Maine.

27. Entire Agreement, Survival

27.1 This Agreement embodies the entire agreement between the parties relative to the subject matter of this Agreement and supersedes all other agreements, including letters of intent between GFP and Auburn. Time is of the essence in the performance of all obligations in this Agreement. There are no oral or written agreements existing between the parties relative to the subject matter hereof that are not expressly set forth herein and covered hereby.

28. Counterparts

28.1 This Agreement may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.

29. Notice

29.1 All notices required to be given under this Agreement shall be deemed given upon the earlier of actual receipt or two days after being mailed by registered or certified mail, return receipt requested, addressed as follows: if to Auburn, to c/o City of Auburn, 45 Spring Street Auburn, Maine 04210 Attn: Patricia Finnigan, City Manager, with a copy to Richard H. Spencer, Jr., Jensen Baird Gardner & Henry, Ten Free Street, P.O. Box 4510, Portland, Maine 04112; if to Seller, at: c/o Pasquale F. Maiorino, Platz Associates, Two Great Falls Plaza, Auburn, Maine 04210.

29.2 In lieu of mail notice as provided in Paragraph 29.1, a delivery service, or Express Mail, may be utilized, but in such event notice shall be deemed given upon the next business day after sending, or upon actual delivery, if earlier.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GFP Development Co. LLC

Witness

By: _____
Its Manager

CITY OF AUBURN

Witness

By: _____
Its City Manager

PROPOSED DESCRIPTION OF PROPERTY BEING A PORTION OF LOT 2 OF THE PLAN OF DISPOSITION PARCELS – AUBURN URBAN RENEWAL AUTHORITY, MAP NO. 6.

**PARCEL TO BE CONVEYED FROM
CITY OF AUBURN TO THE GFP DEVELOPMENT, Co. LLC**

Exhibit B

A certain parcel of land with improvements thereon, situated northerly of Great Falls Drive, so-called, in the City of Auburn, County of Androscoggin, State of Maine and being more particularly described as follows:

BEGINNING at a 5/8” rebar found at the southeast corner of Lot 3 as depicted on the plan of “Disposition Parcels – Auburn Urban Renewal Authority, Map No. 6” as recorded in the Androscoggin County Registry of Deeds in Plan Book 27, Page 115. Said rebar also being the southeast corner of land now or formerly of GFP Development Co., LLC as described in a deed dated October 09, 2002 and recorded in the Androscoggin County Registry of Deeds in Book 5142, Page 11;

- 1) Thence, N 12° 45’ 00” W by the east sideline of said Lot 3, a distance of one hundred twenty-one and 66/100 feet (121.66’) to a point;
- 2) Thence, N 73° 45’ 21” E a distance of ten and 84/100 feet (10.84’) to a point of curvature;
- 3) Thence, Easterly and Southerly on a curve to the right having a radius of forty-three and 50/100 feet (43.50’) and an arc length of sixty-eight and 33/100 feet (68.33’) to a point of tangency;
- 4) Thence, S 16° 14’ 39” E a distance of seventy-seven and 92/100 feet (77.92’) to a point;
- 5) Thence, S 73° 45’ 21” W a distance of sixty-two and 08/100 feet (62.08’) to the **POINT OF BEGINNING**.

The above-described parcel contains 6,642.3 square feet more or less. The bearings above referred to are referenced to True North as taken from the said plan of “Disposition Parcels – Auburn Urban Renewal Authority, Map No. 6” aforesaid mentioned.

ALSO SUBJECT TO a certain vehicle and service access easement and right of way being more fully described in a deed from the City of Auburn to the Auburn Housing Authority dated June 11, 2002 and recorded in the Androscoggin County Registry of Deeds in Book 5018, Page 133.

ALSO SUBJECT TO any easements, covenants and restrictions of record appurtenant to the above described parcel.

Meaning and intending to describe only a portion of Lot 2 of said plan of “Disposition Parcels – Auburn Urban Renewal Authority, Map No. 6” and being a portion of that parcel described in a deed of the Auburn Urban Renewal Authority to the City of Auburn dated November 12, 1976 and recorded in said Registry in Book 1238, Page 169.

PROPOSED DESCRIPTION OF PROPERTY BEING THE NORTHEAST PORTION OF LOT 2 OF THE PLAN OF DISPOSITION PARCELS – AUBURN URBAN RENEWAL AUTHORITY, MAP NO. 6.

**PARCEL TO BE CONVEYED FROM
CITY OF AUBURN TO GFP DEVELOPMENT Co. LLC**

Exhibit B

A certain parcel of land situated northerly of, but not adjacent to, Great Falls Drive, so-called and southerly of the Maine Central Railroad property, in the City of Auburn, County of Androscoggin, State of Maine and being more particularly described as follows:

BEGINNING at a 5/8" rebar found at the northwest corner of Lot 1 as depicted on the plan of "Disposition Parcels – Auburn Urban Renewal Authority, Map No. 6" as recorded in the Androscoggin County Registry of Deeds in Plan Book 27, Page 115. Said rebar also being the northwest corner of land now or formerly of FPL Energy Maine Hydro LLC as described in a deed dated April 06, 1999 and recorded in said Registry in Book 4207, Page 01;

- 1) Thence, S 12° 09' 36" E by the westerly sideline of said Lot 1, a distance of one hundred seventy-four and 89/100 feet (174.89') to a point at the most northwest corner of Lot 8 as depicted on said plan of "Disposition Parcels" aforesaid mentioned;
- 2) Thence, S 16° 13' 27" E by the westerly sideline of Lot 8, a distance of thirty and 50/100 feet (30.50') to a point;
- 3) Thence, S 74° 54' 21" W a distance of one hundred sixty and 01/100 feet (160.01') to a point;
- 4) Thence, N 16° 14' 39" W a distance of two hundred six and 60/100 feet (206.60') to point on the southerly sideline of land now or formerly of the Maine Central Railroad as defined by the Right of Way and Track Map V-2/24 found recorded in the City of Auburn Engineering Department;
- 5) Thence, Easterly by the southerly sideline of said Maine Central Railroad on a curve to the right having a radius of one thousand eight hundred fifty-one and 82/100 feet (1851.82') and an arc distance of one hundred seventy-two 52/100 feet (172.54') to the **POINT OF BEGINNING**. Said rebar also being a chord bearing of N 74° 18' 14" E and a chord distance of one hundred seventy-two and 48/100 feet (172.48') from the last point described in course 4 above;

The above-described parcel contains 0.786 acres more or less. The bearings above referred to are referenced to True North as taken from the said plan of "Disposition Parcels – Auburn Urban Renewal Authority, Map No. 6" aforesaid mentioned.

SUBJECT TO a certain 72" storm drain as it now exists leading easterly under the above described parcel and as shown on a plan of a Standard Boundary Survey dated August 16, 2000 by JKL Land Surveying – Mechanic Falls, Maine.

ALSO SUBJECT TO a certain vehicle and service access easement and right of way being more fully described in a deed from the City of Auburn to the Auburn Housing Authority dated June 11, 2002 and recorded in the Androscoggin County Registry of Deeds in Book 5018, Page 133.

ALSO SUBJECT TO any easements, covenants and restrictions of record appurtenant to the above described parcel.

Meaning and intending to describe only a portion of Lot 2 of said plan of "Disposition Parcels – Auburn Urban Renewal Authority, Map No. 6" and being a portion of that parcel described in a deed of the Auburn Urban Renewal Authority to the City of Auburn dated November 12, 1976 and recorded in said Registry in Book 1238, Page 169.

PROPOSED DESCRIPTION OF PROPERTY BEING A PORTION OF LOT 3 OF THE PLAN OF DISPOSITION PARCELS – AUBURN URBAN RENEWAL AUTHORITY, MAP NO. 6.

**PARCEL TO BE CONVEYED FROM
THE GFP DEVELOPMENT, Co. LLC TO CITY OF AUBURN**

Exhibit C

A certain parcel of land with improvements thereon, situated easterly of Turner Street in the City of Auburn, County of Androscoggin, State of Maine and being more particularly described as follows:

BEGINNING at a point on the southerly sideline of land now or formerly of the Maine Central Railroad as defined by the Right of Way Map V-2/24 and found recorded in the City of Auburn Engineering Department. Said point being S 67° 12' 24" W a distance of fifty-two and 94/100 feet from a 5/8" rebar found at the northeast corner of Lot 3 as depicted on the plan of "Disposition Parcels – Auburn Urban Renewal Authority, Map No. 6" as recorded in the Androscoggin County Registry of Deeds in Plan Book 27, Page 115;

- 1) Thence, S 16° 14' 39" E a distance of three hundred sixty-nine and 18/100 feet (369.18') to a point;
- 2) Thence, N 73° 45' 21" E a distance of twenty-nine and 69/100 feet (29.68') to a point;
- 3) Thence, S 12° 45' 00" E a distance of forty-four and 07/100 feet (44.07') to a point;
- 4) Thence, S 73° 45' 21" W a distance of one hundred fifty-five and 79/100 feet (155.79') to a point at a point of curvature;
- 5) Thence, Southerly on a non-tangent curve to the left having a radius of forty-three and 50/100 feet (43.50') and an arc length of forty-five and 31/100 feet (45.31') to a point on the easterly sideline of Turner Street, said point also being a chord bearing of S 35° 56'04" W and a chord distance of forty-three and 29/100 feet (43.29') from the last described point in course four above;
- 6) Thence, N 28° 21' 13" W by the easterly sideline of said Turner Street, a distance of seventy-two and 15/100 feet (72.15') to a point;
- 7) Thence, N 73° 45' 21" E a distance of one hundred thirty-four and 13/100 feet (134.13') to a point;
- 8) Thence, N 16° 14' 39" W a distance of three hundred sixty-two and 95/100 feet (362.95') to a point on the southerly sideline of said Maine Central Railroad;
- 9) Thence, Northeasterly by the southerly sideline of said Maine Central Railroad on a curve to the right having a radius of one thousand eight hundred fifty-one and 82/100 feet (1851.82') and an arc distance of forty-four and 44/100 feet (44.44') to the **POINT OF BEGINNING**. Said point also being a chord bearing of N 65° 42' 01" E and a chord distance forty-four and 44/100 feet (44.44') from the last described point in the course eight above.

The above-described parcel contains 0.58 acres more or less. The bearings above referred to are referenced to True North as taken from the said plan of "Disposition Parcels – Auburn Urban Renewal Authority, Map No. 6" aforesaid mentioned.

SUBJECT TO a certain 72" storm drain as it now exists leading easterly under the above described parcel and as shown on a plan of a Standard Boundary Survey dated August 16, 2000 by JKL Land Surveying – Mechanic Falls, Maine.

ALSO SUBJECT TO any easements, covenants and restrictions of record appurtenant to the above described parcel.

Meaning and intending to describe only a portion of Lot 3 of said plan of "Disposition Parcels – Auburn Urban Renewal Authority, Map No. 6" and being a portion of that parcel described in a deed from The Tim Corp. to GFP Development Co. LLC dated October 09, 2002 and recorded in said Registry in Book 5142, Page 11.

**PROPOSED DESCRIPTION OF PROPERTY BEING A PORTION OF LOT 3 OF THE PLAN OF
DISPOSITION PARCELS – AUBURN URBAN RENEWAL AUTHORITY, MAP NO. 6.**

**PARCEL TO BE CONVEYED FROM
THE GFP DEVELOPMENT, Co. LLC TO CITY OF AUBURN**

Exhibit C

A certain parcel of land with improvements thereon, situated easterly of Turner Street in the City of Auburn, County of Androscoggin, State of Maine and being more particularly described as follows:

BEGINNING at a 5/8” rebar found at the northeast corner of Lot 3 as depicted on the plan of “Disposition Parcels – Auburn Urban Renewal Authority, Map No. 6” as recorded in the Androscoggin County Registry of Deeds in Plan Book 27, Page 115 and on the southerly sideline of land now or formerly of the Maine Central Railroad as defined by the Right of Way Map V-2/24 and found recorded in the City of Auburn Engineering Department. Said rebar also being the northwest corner of Lot 2 of said “Disposition Parcels – Auburn Urban Renewal Authority, Map No. 6” and being land now or formerly of The City of Auburn as described in a deed dated November 12, 1976 and recorded in Androscoggin County Registry in Book 1238, Page 169;

- 1) Thence, S 12° 45’ 00” E by the west sideline of said Lot 2, a distance of three hundred seventy-five and 92/100 feet (375.92’) to a point;
- 2) Thence, S 73° 45’ 21” W a distance of twenty-nine and 68/100 feet (29.68’) to a point;
- 3) Thence, N 16° 14’ 39” W a distance of three hundred sixty-nine and 18/100 feet (369.18’) to a point on the southerly sideline of said Maine Central Railroad;
- 4) Thence, Northeasterly by the southerly sideline of said Maine Central Railroad on a curve to the right having a radius of one thousand eight hundred fifty-one and 82/100 feet (1851.82’) and an arc distance of fifty-two and 94/100 feet (52.94’) to the **POINT OF BEGINNING**. Said point also being a chord bearing of N 67° 12’ 24” E and a chord distance fifty-two and 94/100 feet (52.94’) from the last described point in the course three above.

The above-described parcel contains 0.35 acres more or less. The bearings above referred to are referenced to True North as taken from the said plan of “Disposition Parcels – Auburn Urban Renewal Authority, Map No. 6” aforesaid mentioned.

SUBJECT TO a certain 72” storm drain as it now exists leading easterly under the above described parcel and as shown on a plan of a Standard Boundary Survey dated August 16, 2000 by JKL Land Surveying – Mechanic Falls, Maine.

ALSO SUBJECT TO any easements, covenants and restrictions of record appurtenant to the above described parcel.

Meaning and intending to describe only a portion of Lot 3 of said plan of “Disposition Parcels – Auburn Urban Renewal Authority, Map No. 6” and being a portion of that parcel described in a deed from The Tim Corp. to GFP Development Co. LLC dated October 09, 2002 and recorded in said Registry in Book 5142, Page 11.

OPTION TO PURCHASE REAL ESTATE

THIS OPTION is made and entered into this ___ day of _____, 2006 (the "Effective Date"), by and between the City of Auburn, a municipal body corporate and politic and political subdivision of the State of Maine (hereinafter referred to as the "City of Auburn") and GFP Development Co. LLC, of Auburn, Maine (hereinafter referred to as "GFP"), who agree as follows:

WITNESSETH:

WHEREAS, the City of Auburn has this day transferred the real property to GFP which is described and/or shown on Exhibit A attached hereto and made a part hereof (said property being hereinafter referred to as the "Premises"); and

WHEREAS, GFP intends to develop and construct an office building in the Great Falls Plaza area on or near the Premises as part of its development plans; and

WHEREAS, the City of Auburn has agreed to convey the Premises in order to enable GFP to implement its development plans; and

WHEREAS, the parties wish to provide an option from GFP to the City of Auburn to repurchase the Premises in the event that GFP fails to commence construction of an office building in the Great Falls Plaza area by June 1, 2007, with time being of the essence; and

WHEREAS, the parties wish to provide for the terms of such option to the City of Auburn to repurchase the Premises.

I. For and in consideration of the Option Consideration paid by the City of Auburn set forth in the Payment Rider attached to this Option and made a part hereof, the receipt and sufficiency of which is hereby acknowledged by GFP, GFP gives and grants to the City of Auburn, its successors and assigns, the exclusive and irrevocable right for a period of four (4) months next following the earlier to occur of (i) delivery of written notice from GFP to the City of Auburn that GFP does not intend to construct the office building; or (ii) next following June 1, 2007, the delivery of written notice from the City of Auburn to GFP that GFP has failed to commence construction of the office building by June 1, 2007, for a purchase price set forth in the Payment Rider and in accordance with the terms and conditions contained herein. The original option period (hereinafter referred to as the "Option Period") shall commence on the effective date of this agreement and shall end at midnight August 1, 2007, unless exercised in the manner herein provided. This Option shall automatically expire upon the commencement of construction of the office building on or near the Premises in the Great Falls Plaza area by GFP. If GFP does not go forward with its development plans for the construction of an office building in the Great Falls Plaza area and if the City of Auburn fails to exercise this Option, all payments by the City of Auburn to GFP shall be retained by GFP.

II. After receipt of written notice from GFP that GFP is not going to go forward with its development plans for the construction of an office building, or if by June 1, 2007, GFP has failed to commence construction of the office building on the Premises or in the Great Falls Plaza area, the City of Auburn, its successors or assigns, may exercise this Option by giving written notice (hereinafter referred to as the "Notice") within the Option Period, in any of the following manners:

- a. by letter of the City of Auburn addressed and deposited in the U.S

a public parking garage in the Great Falls Plaza area which development was induced in part by GFP's stated intention to construction a commercial office building in the Great Falls Plaza area. GFP shall execute the customary documents incidental to the transfer of real estate, including but not limited to, a Seller's Affidavit for title insurance purposes regarding liens, tenants and brokers; State of Maine Withholding Tax forms as applicable; certification of information for 1099 reporting purposes and non-foreign status for federal tax withholding purposes; Notice in regard to underground storage tanks pursuant to 38 M.R.S.A. §563(6), as may be amended.

2. If counsel for the City of Auburn, or its successors or assigns, shall be of the opinion, given in good faith, that the title to said Premises is defective or is otherwise not free and clear of all encumbrances or that the title is not marketable, then the City of Auburn, its successors or assigns, shall have the right, provided it or they shall have exercised this Option, to extend time for conveyance of the Premises, during which time GFP shall make every effort to remove such defects at its own expense, to the satisfaction of counsel of the City of Auburn, its successors or assigns. If record title proves defective and GFP shall fail to remove such defect within a reasonable time after notice from the City of Auburn of the nature of the defect, the City of Auburn may, at its election, cure said defect within a reasonable time after notice from the City of Auburn of the nature of the defect, the City of Auburn may, at its election, cure said defect and deduct the cost thereof from the Purchase Price to be paid at closing, or withdraw all Earnest Money and Option Consideration paid to GFP and thereafter be relieved of all obligations hereunder.
3. If all obligations of this agreement have been performed, excepting that the City of Auburn does not complete the purchase, GFP shall retain the Option Consideration as full liquidated damages, and without recourse to any other remedies.
4. GFP hereby agrees that the description in the quitclaim deed with covenant to be delivered at closing shall, at the option of the City of Auburn, utilize a description determined by the City of Auburn's survey of the Premises.
5. Full possession of the Premises, free of all tenants and other encumbrances except as aforesaid, is to be delivered to the City of Auburn at closing, with the Premises to be in the same condition as they are now, reasonable wear and tear, if any, excepted.
6. Real estate transfer taxes, if any, arising in connection with the conveyance of the Premises shall be paid by the City of Auburn.

IV. If the City of Auburn assigns this Option, the assignee of the City of Auburn shall acquire all of the rights and privileges and shall be obligated to perform all the duties of the City of Auburn hereunder.

V. The City of Auburn, its agents, servants or its authorized independent contractors, shall be entitled to enter upon the Premises after receipt of the written notice of non-development from GFP during the Option Period for the purpose of inspecting the same and making surveys, borings and soils tests, and for such other inspection or planning purposes as may seem necessary to the City of Auburn, its successors or assigns; provided, however, that such right of entry shall not create a nuisance and the City of Auburn shall repair any damage occasioned by the entry.

VI. GFP and the City of Auburn agree that GFP has not utilized a real estate broker in this transaction, and the City of Auburn agrees to hold and indemnify GFP harmless from and against any losses, damages, costs or expenses that either party may suffer as a result of claims made or suits brought by any broker in connection with this transaction.

VII. GFP warrants that during the period of GFP's ownership of the Premises, the Premises have not been and shall not be used for the storage, generation, discharge or disposal of any hazardous waste, substance or material or other toxic chemical pollutant. GFP further warrants that, to the best of GFP's knowledge, the Premises were not used for any such purposes prior to the time GFP acquired title to the Premises. The warranties contained in this paragraph shall survive the closing of this transaction. Use of the Premises for any of such purposes at any time prior to closing, including prior to GFP's acquisition of title to the Premises, shall constitute a title defect, rendering the title unmarketable under the provisions hereinabove.

VIII. This agreement shall be binding upon the parties hereto and their respective heirs, administrators, successors and assigns.

IX. GFP warrants that it is the owner of the Premises in fee simple, with marketable title thereto, and that it has full right and authority to grant the Option described in this agreement, free of all encumbrance, except as aforesaid.

X. GFP and the City of Auburn agree that this Option shall not be recorded. GFP agrees to execute a Memorandum of Option at the request of the City of Auburn.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first above written.

WITNESS:

CITY OF AUBURN:

By: Patricia Finnigan
Its: Manager

WITNESS:

GFP DEVELOPMENT CO. LLC

By:

Its:

STATE OF MAINE

Androscoggin, ss.

_____, 2006

Personally appeared the above named Patricia Finnigan, in her capacity as City Manager of the City of Auburn, and acknowledged the foregoing execution to be her free act and deed in said capacity and the free act and deed of the City of Auburn.

Before me,

Notary Public/Attorney at Law

Printed Name

STATE OF MAINE

Androscoggin, ss.

_____, 2006

Personally appeared the above named _____, in his capacity as _____ of GFP Development Co. LLC, and acknowledged the foregoing execution to be his free act and deed in said capacity and the free act and deed of GFP Development Co. LLC.

Before me,

Notary Public/Attorney at Law

Printed Name

PAYMENT RIDER
to
OPTION TO PURCHASE REAL ESTATE
Dated _____, 2006
City of Auburn, Grantee
GFP Development Co. LLC, Grantor

Option Consideration

The City of Auburn agrees to pay to GFP as option consideration ("Option Consideration") the sum of Ten Dollars (\$10).

Purchase Price

In the event the City of Auburn exercises the Option as provided therein, the Purchase Price shall be One Hundred Dollars (\$100), payable in the manner set forth in the Option.

Earnest Money Deposit

In the event the City of Auburn exercises the Option as provided therein, the City of Auburn shall pay to GFP the sum of One Dollar (\$1) payable in the manner set forth in the Option.

OPTION TO PURCHASE REAL ESTATE

THIS OPTION is made and entered into this ___ day of _____, 2006 (the "Effective Date"), by and between the City of Auburn, a municipal body corporate and politic and political subdivision of the State of Maine (hereinafter referred to as the "City of Auburn") and GFP Development Co. LLC of Auburn, Maine (hereinafter referred to as "GFP"), who agree as follows:

WITNESSETH:

WHEREAS, GFP has this day transferred the real property to the City of Auburn which is described and/or shown on Exhibit A attached hereto and made a part hereof (said property being hereinafter referred to as the "Premises"); and

WHEREAS, the City of Auburn intends to develop and construct a public parking garage in the Great Falls Plaza area on or near the Premises as part of its redevelopment plans; and

WHEREAS, GFP has agreed to convey the Premises in order to enable the City of Auburn to implement its redevelopment plans; and

WHEREAS, the parties wish to provide an option from the City of Auburn to GFP to repurchase the Premises in the event that the City of Auburn fails to commence construction of a public parking garage in the Great Falls Plaza area by June 1, 2007, with time being of the essence; and

WHEREAS, the parties wish to provide for the terms of such option to GFP to repurchase the Premises.

I. For and in consideration of the Option Consideration paid by GFP set forth in the Payment Rider attached to this Option and made a part hereof, the receipt and sufficiency of which is hereby acknowledged by the City of Auburn, the City of Auburn gives and grants to GFP, its successors and assigns, the exclusive and irrevocable right for a period of four (4) months next following the earlier to occur of (i) delivery of written notice from the City of Auburn to GFP that the City of Auburn does not intend to construct the public parking garage; or (ii) next following June 1, 2007, the delivery of written notice from GFP to the City of Auburn that the City of Auburn has failed to commence construction of the public parking garage by June 1, 2007, for a purchase price set forth in the Payment Rider and in accordance with the terms and conditions contained herein. The original option period (hereinafter referred to as the "Option Period") shall commence on the effective date of this agreement and shall end at midnight August 1, 2007, unless exercised in the manner herein provided. This Option shall automatically expire upon the commencement of construction of the public parking garage on or near the Premises in the Great Falls Plaza area by the City of Auburn. If the City of Auburn does not go forward with its development plans for the construction of a public parking garage in the Great Falls Plaza area and if GFP fails to exercise this Option, all payments by GFP to the City of Auburn shall be retained by the City of Auburn.

II. After receipt of written notice from the City of Auburn that the City of Auburn is not going to go forward with its development plans for the construction of a public parking garage, or if by June 1, 2007, the City of Auburn has failed to commence construction of the public parking garage on the Premises or in the Great Falls Plaza area, GFP, its successors or assigns, may exercise this Option by giving written notice (hereinafter referred to as the "Notice") within the Option Period, in any of the following manners:

- a. by letter of GFP addressed and deposited in the U.S. Mail by certified or registered mail, postage prepaid, return receipt requested, addressed to the City of Auburn, 60 Court Street, Suite 243, Auburn, Maine 04210 Attention: City Manager;
- b. by letter of any attorney-at-law purporting to act for GFP addressed to the City of Auburn, in the manner aforesaid, or
- c. by letter of any other person or corporation acting as assignee of the Option herein granted, and who or which thereafter is an assignee-in-fact, addressed as above.

Notice shall be effective when deposited in the U.S. mail in accordance with the foregoing sentence. Notice is to be accompanied by a payment to the City of Auburn of the Earnest Money set forth in the Payment Rider attached hereto and made a part hereof. GFP shall indicate in said Notice the date, time and place for closing, which shall be held not less than ten (10) nor more than sixty (60) days after the giving of such Notice.

III. If GFP, or its attorney, successors or assigns, exercise this Option to purchase the premises, then in consideration of the terms, covenants and conditions contained herein, the parties mutually agree as follows:

1. Upon the giving of the above-mentioned Notice of election to purchase by GFP, its successors or assigns, together with the earnest money as set forth in the Payment Rider, the City of Auburn shall thereby be bound to sell and GFP shall thereby be bound to purchase the Premises upon the terms and conditions set forth herein. The City of Auburn shall convey the Premises by a good and sufficient quitclaim deed with covenant granting marketable title thereto, free and clear of all encumbrances and defects in title except for utility easements of record servicing the Premises. The closing shall be held at the date, time and place set forth in said Notice, or at such reasonable date thereafter as may be required to clear any encumbrance and defects in title, and the City of Auburn shall then and there deliver the deed to GFP, its successors or assigns, upon tender of the balance of the purchase price by certified check, cashier's check, or cash. The balance to be tendered to the City of Auburn shall be the Purchase Price, less all Earnest Money Consideration. The parties acknowledge that the purchase price set forth in the Payment Rider is reasonable in

light of the cost and expenses incurred by GFP in the construction of an office building in the Great Falls Plaza area which development was induced in part by the City of Auburn's stated intention to construction a public parking garage in the Great Falls Plaza area. The City of Auburn shall execute the customary documents incidental to the transfer of real estate, including but not limited to, a Seller's Affidavit for title insurance purposes regarding liens, tenants and brokers; State of Maine Withholding Tax forms as applicable; certification of information for 1099 reporting purposes and non-foreign status for federal tax withholding purposes; Notice in regard to underground storage tanks pursuant to 38 M.R.S.A. §563(6), as may be amended.

2. If counsel for GFP, or its successors or assigns, shall be of the opinion, given in good faith, that the title to said Premises is defective or is otherwise not free and clear of all encumbrances or that the title is not marketable, then GFP, its successors or assigns, shall have the right, provided it or they shall have exercised this Option, to extend time for conveyance of the Premises, during which time the City of Auburn shall make every effort to remove such defects at its own expense, to the satisfaction of counsel of GFP, its successors or assigns. If record title proves defective and the City of Auburn shall fail to remove such defect within a reasonable time after notice from GFP of the nature of the defect, GFP may, at its election, cure said defect within a reasonable time after notice from GFP of the nature of the defect, GFP may, at its election, cure said defect and deduct the cost thereof from the Purchase Price to be paid at closing, or withdraw all Earnest Money and Option Consideration paid to the City of Auburn and thereafter be relieved of all obligations hereunder.
3. If all obligations of this agreement have been performed, excepting that GFP does not complete the purchase, the City of Auburn shall retain the Option Consideration as full liquidated damages, and without recourse to any other remedies.
4. The City of Auburn hereby agrees that the description in the quitclaim deed with covenant to be delivered at closing shall, at the option of GFP, utilize a description determined by GFP's survey of the Premises.
5. Full possession of the Premises, free of all tenants and other encumbrances except as aforesaid, is to be delivered to GFP at closing, with the Premises to be in the same condition as they are now, reasonable wear and tear, if any, excepted.
6. Real estate transfer taxes, if any, arising in connection with the conveyance of the Premises shall be paid by GFP.

IV. If GFP assigns this Option, the assignee of GFP shall acquire all of the rights and privileges and shall be obligated to perform all the duties of GFP hereunder.

V. GFP, its agents, servants or its authorized independent contractors, shall be entitled to enter upon the Premises after receipt of the written notice of non-development from the City of Auburn during the Option Period for the purpose of inspecting the same and making surveys, borings and soils tests, and for such other inspection or planning purposes as may seem necessary to GFP, its successors or assigns; provided, however, that such right of entry shall not create a nuisance and GFP shall repair any damage occasioned by the entry.

VI. The City of Auburn and GFP agree that the City of Auburn has not utilized a real estate broker in this transaction, and GFP agrees to hold and indemnify the City of Auburn harmless from and against any losses, damages, costs or expenses that either party may suffer as a result of claims made or suits brought by any broker in connection with this transaction.

VII. The City of Auburn warrants that during the period of the City of Auburn's ownership of the Premises, the Premises have not been and shall not be used for the storage, generation, discharge or disposal of any hazardous waste, substance or material or other toxic chemical pollutant. The City of Auburn further warrants that, to the best of the City of Auburn's knowledge, the Premises were not used for any such purposes prior to the time the City of Auburn acquired title to the Premises. The warranties contained in this paragraph shall survive the closing of this transaction. Use of the Premises for any of such purposes at any time prior to closing, including prior to the City of Auburn's acquisition of title to the Premises, shall constitute a title defect, rendering the title unmarketable under the provisions hereinabove.

VIII. This agreement shall be binding upon the parties hereto and their respective heirs, administrators, successors and assigns.

IX. The City of Auburn warrants that it is the owner of the Premises in fee simple, with marketable title thereto, and that it has full right and authority to grant the Option described in this agreement, free of all encumbrance, except as aforesaid.

X. The City of Auburn and GFP agree that this Option shall not be recorded. The City of Auburn agrees to execute a Memorandum of Option at the request of GFP.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first above written.

WITNESS:

CITY OF AUBURN:

By: Patricia Finnigan
Its: Manager

WITNESS:

GFP DEVELOPMENT CO. LLC

By:

Its:

STATE OF MAINE

Androscoggin, ss.

_____, 2006

Personally appeared the above named Patricia Finnigan, in her capacity as City Manager of the City of Auburn, and acknowledged the foregoing execution to be her free act and deed in said capacity and the free act and deed of the City of Auburn.

Before me,

Notary Public/Attorney at Law

Printed Name

STATE OF MAINE

Androscoggin, ss.

_____, 2006

Personally appeared the above named _____, in his capacity as _____ of GFP Development Co. LLC, and acknowledged the foregoing execution to be his free act and deed in said capacity and the free act and deed of GFP Development Co. LLC.

Before me,

Notary Public/Attorney at Law

Printed Name

PAYMENT RIDER
to
OPTION TO PURCHASE REAL ESTATE
Dated _____, 2006
City of Auburn, Grantor
GFP Development Co. LLC, Grantee

Option Consideration

GFP agrees to pay to the City of Auburn as option consideration ("Option Consideration") the sum of Ten Dollars (\$10).

Purchase Price

In the event GFP exercises the Option as provided therein, the Purchase Price shall be One Hundred Dollars (\$100), payable in the manner set forth in the Option.

Earnest Money Deposit

In the event GFP exercises the Option as provided therein, GFP shall pay to the City of Auburn the sum of One Dollar (\$1) payable in the manner set forth in the Option.

City Council

Agenda Information Sheet

Council Meeting Date: March 20, 2006 **Agenda Item No. 3**

SUBJECT: RESOLVE – Authorizing the City Manager to Enter into an Agreement with the International Association of Assessing Officers to conduct a Review of the City-wide Revaluation

INFORMATION:

The City recently conducted a city-wide revaluation of all properties in Auburn. The City Council has received a suggestion from some citizens that the City retain an outside professional review team who can perform a quality review of the revaluation.

The purpose of this review would be to perform a specific random review of real property. This review would include an analysis of best practices applied (data collection, modeling, ratio study and other appraisal issues). The study would also provide specific recommendations as to policies, procedures, guidelines, and other informational documents, where applicable, to ensure proper valuation techniques and methodologies are being employed as they pertained to the revaluation program.

The primary focus of an appraisal and valuation review is to determine whether adherence to Maine Law, common revaluation practices, and the standards of professional appraisal practice are being employed when gathering data, determining specific valuation approaches, reporting of the value, valuation and appeal processes, and other related revaluation issues to ensure credible results.

The purpose of this Resolve is to authorize the City Manager to retain the International Association of Assessing Officers (IAAO) to perform this review.

STAFF COMMENTS /RECOMMENDATION:

REQUESTED ACTION:

Motion for passage of the Resolve

VOTE:

City of Auburn

City Council, Auburn, Maine
Date: March 20, 2006

TITLE: RESOLVE – Authorizing the City Manager to Enter into an Agreement with the International Association of Assessing Officers to conduct a Review of the City-wide Revaluation

Be It Resolved by the Auburn City Council that: the City Manager is authorized to enter into an agreement with the International Association of Assessing Officers in order to conduct a quality review of the City's property revaluation.

Motion for passage

By: _____

Seconded by _____

Vote:

Action by the City Council:

Date:

Attest:

City Clerk



International Association of Assessing Officers

314 W 10th Street · Kansas City, Missouri 64105-1616 · U.S.A · 816.701-8100 · Fax: 816.701-8149
CAE · AAS · CMS · RES · PPS Professional Designations

March 13, 2006

Patricia Finnigan
City Manager
City of Auburn Building
60 Court Street
Auburn, Maine 04210

RE: Review of Assessor's Office

Dear Ms. Finnigan:

The International Association of Assessing Officers (IAAO) is pleased to submit the attached proposal to provide a review, analysis, and evaluation of the Assessor's Office.

Our flat fee bid on the proposed undertaking is Eighteen thousand dollars (**\$18,000.00**). That sum will cover review and analysis of the residential reassessment program, procedures and methodologies, on-site data review, and results analysis via accepted sales ratio standards, and other standard performance recommendations related to sound assessment practice.

The IAAO project principals will be Frederick Chmura, AAS, CCMA from Woodstock Connecticut, and Ronald J. Schultz from Homosassa Florida. Other professionals in the property assessment and tax administration fields may be used as needed to complete the project. IAAO staff will perform all general administrative and clerical tasks for this project.

Our standard payment terms are 25% of the engagement fee due at the time the project is accepted by both parties and the balance payable with the completion and submission of the final project report. These terms are negotiable in the event the jurisdiction has a different payment schedule for professional services.

The details of our proposal are attached, along with a summary of our qualifications. Please feel free to contact me for any clarification or elaboration you may desire.

Sincerely,

IAAO Executive Director
Enclosures

IAAO

TECHNICAL ASSISTANCE PROJECT

**CITY OF AUBURN, MAINE
Review, and Analysis Residential
Reassessment Conducted by the
Assessor's Office**

Prepared by:
International Association of Assessing Officers
March 13, 2006



International Association of Assessing Officers
314 West 10th Street
Kansas City, Missouri 64105-1616
Tel: 816.701.8100
Fax: 816.701.8149
www.iaao.org

**CITY OF AUBURN, MAINE
ASSESSOR’S OFFICE**

**REVIEW AND ANALYSIS OF THE RESIDENTIAL
REASSESSMENT BY THE OFFICE OF THE CITY
ASSESSOR PROJECT**

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REVIEW AND ANALYSIS OF THE RESIDENTIAL REASSESSMENT BY THE OFFICE OF THE CITY ASSESSOR PROJECT

Statement of the Proposal

The Office of the Assessor, City of Auburn, Maine (“the Assessors Office”), has requested a review, analysis, and study of its recent reassessment of residential real property and related assessment processes. **This project is limited to residential (one, two, three and four family units) properties. No apartments, commercial, industrial, or vacant land parcels will be included in this project.** The proposed study is being undertaken to provide an independent evaluation of the reassessment process and performance of work performed by the City.

The City is particularly concerned that matters of residential reassessment processes, valuation practices, and techniques employed be reviewed to determine if a reliable reassessment of all residential property has been performed.

The goal of the International Association of Assessing Officers (IAAO) in conducting its review, study, and evaluation is to report objective conclusions about the three specific areas of ad valorem taxation—that is, property appraisal, property tax policy, and assessment administration. In so doing, the IAAO will make appropriate recommendations and advise the City on their compliance with commonly accepted appraisal practices and standards within the industry.

To conduct an objective study, IAAO employs individuals who have achieved the highest levels of education, training, and experience in the assessment field. All are familiar with both policy and procedural issues, as well as the technical measurements required of this study. Members of the study team will conduct an on-site visit and an inspection of appropriate length to ensure comprehensive coverage of all issues and problems.

IAAO’s leadership in the assessment profession covers education, certification, consultation, and the creation of standards for assessment performance quality. Its members must subscribe to IAAO’s Code of Ethics and Standards of Professional Conduct and the *Uniform Standards of Professional Appraisal Practice* (USPAP). Due of the importance of the review and study to City of Auburn, Maine, and to the assessment profession, IAAO will match its thorough and professional understanding of the details of the project with the most intense level of effort.

Project Overview

IAAO is pleased to receive your request to review the City of Auburn Residential Real Estate Assessment Project. Specifically, the IAAO will examine the operations of the residential property reassessment project, including performing the review, analysis, and evaluation of the following tasks:

- Residential real property valuation practices, methods, and techniques used in determining assessed values for the jurisdiction;
- Residential data quality review;

- Residential procedural practices utilized in the reassessment project;
- Residential statistical practices that were applied in the reassessment project;
- Residential statistical analysis through the use of sales assessment ratio studies;
- Other applicable or pertinent issues that result from the residential reassessment project for City of Auburn.
- This project is limited to residential (one, two, three and four family units) properties. No apartments, commercial, industrial, or vacant land parcels will be included in this project.

At the conclusion of the project we will provide a final written report, and a verbal report, before the City Council with recommendations based upon Maine State Law and the standards for the mass appraisal industry.

The IAAO project manager will be Frederick Chmura, AAS, appraisal, and assessment consultant, from Woodstock, Connecticut. Mr. Chmura has worked for the State of Connecticut, Office of Policy and Management for nearly 28 years, the last 12 years as Director of Assessment Procedures and Grants. Mr. Chmura will make two visits to the City of Auburn Assessor's Office. He will lend the expertise of many years experience in appraisal and assessment. Mr. Chmura will gather the data necessary to perform the balance of the IAAO study.

Ronald J. Schultz will assist Mr. Chmura in the project. Ron Schultz has 29 years of experience as an Assessor/Property Appraiser in Florida and is currently a self-employed assessment consultant.

Other professional appraisers, consultants, and specialists may be used as needed throughout the project. IAAO staff will complete all general administrative and clerical tasks for this project. IAAO would like to reserve the right to use additional experts as needed. Any and all additional experts' names and qualifications will be submitted for prior approval before any involvement in the project.

IAAO has been a leader in mass appraisal education, technology, and standard-setting for mass appraisal and ad valorem systems in the United States and many countries around the world. IAAO has the team, resources, and ability to provide City of Auburn, with a quality report as requested.

Statement of Qualifications of IAAO

The International Association of Assessing Officers (IAAO) is a nonprofit professional membership organization of government officials and others interested in the administration of the property tax. It was founded in 1934 and currently has a membership base in excess of 7,500 with an annual budget of about \$3.7 million. In addition to the usual conference, publication, and membership activities of professional associations, IAAO engages in a full program of research, library services, and technical assistance projects (consultation).

The education program and our professional designation program were developed to fill gaps in both university-level and vocational-level training in the United States for individuals interested in pursuing a career in property tax administration.

Our education program comprises more than thirty courses in a defined curriculum with validated examinations at the end of each, and a choice of subject areas in which students may choose to specialize as they progress through the curriculum. The education programs are regularly presented in many states and are incorporated into the state assessor-certification programs administered by a number of state property tax oversight agencies. Each year more than 7,500 course completions are recorded in our student records; approximately 90,000 students have taken at least one of our courses in the past fifteen years.

Recognizing that assessment administration is a specialty within public service, and that assessment personnel are relatively mobile, we offer our own professional designation program. It seeks to certify the competence of individuals and to attest to their competence when career paths cross state/provincial lines.

Several alternative routes are available to designations, all of which involve some independent project, such as a demonstration appraisal or a mass appraisal case study, in addition to the successful completion of one of the prescribed curricula. A generalist designation requiring demonstrated competence in all areas of assessment: Certified Assessment Evaluator (CAE) and four specialist designations: Residential Evaluation Specialist (RES), Cadastral Mapping Specialist (CMS), Personal Property Specialist (PPS), and Assessment Administration Specialist (AAS) are available.

For more than thirty years, the association has been active both in establishing voluntary objective standards for the advancement of professional assessment officials and in conducting a research and technical services program to help define such standards and to help jurisdictions attain them.

Most germane to the proposed engagement are: *Standard on Mass Appraisal Real Property (2002)*; *Standard on Ratio Studies (1999)*; and the IAAO publication *Assessment Practices Self-Evaluation Guide (2003)*. In addition, all members of the Association subscribe to the Appraisal Foundations' *Uniform Standards of Professional Appraisal Practice*.

To help interpret the applicability of standards, to apply them in ambiguous situations, and to explore areas in which standards have not yet been conceptualized, the Association offers consulting services, also known as technical assistance services.

Technical assistance services or consulting services are offered in a number of areas and by means of a variety of arrangements. Our most common engagement is to perform an evaluation of assessment practices within a specific jurisdiction. Our services are provided on either a time-and-materials or fixed-price basis, as the client may prefer, and are rendered by team experts assembled for the purpose.

Typically the team comprises of a member project manager, as well as and one or more individuals known to be expert practitioners, usually persons in governmental employment who, without the association's infrastructure and team synergy, would neither be able to share their expertise with other agencies nor to have the opportunity to engage in consulting activities of the magnitude typically required by our engagements. Given the ad hoc nature of the requests for assistance and the needs being addressed, no two teams are ever exactly the same, but the general pattern of providing assistance in this way has enjoyed a remarkable success for more than three decades.

IAAO is an independent association not affiliated with any vendor or firm in the private sector or any other association not in the assessment field. IAAO is a founding and continues to be a sponsoring member of The Appraisal Foundation. IAAO does not undertake technical assistance projects for taxpayers or any other individual or group in the private sector. IAAO does not set values for ad valorem purposes. IAAO contracts with government agencies and represents their interests. Among the ways it does so are by developing unbiased objective standards against which to measure assessment administration, resources, and performance.

Performance Standards (IAAO)

The IAAO publishes standards of performance for the mass appraisal industry and specifically for governmental assessment jurisdictions around the world. These standards are utilized as guidelines for industry valuation and assessment practices. As a leader in developing best practices, the IAAO will utilize many of the standards below in the appraisal and assessment administration study project.

The performance standards that will be used as guidelines in making suggestions and recommendations are noted below.

Guide to Assessment Administration Standards (August 2004)
Standard on Manual Cadastral Maps and Parcel Identifiers (August 2004)
Standard on Property Tax Policy (August 2004)
Standard on Automated Valuation Models (AVMs) (September 2003)
Standard on Digital Cadastral Maps and Parcel Identifiers (July 2003)
Standard on Administration of Monitoring and Compliance Responsibilities (June 2003)
Standard on Facilities, Computers, Equipment, and Supplies (January 2002)
Standard on Contracting for Assessment Services (February 2002)
Standard on Mass Appraisal of Real Property (February 2002)
Standard on Assessment Appeal (2001)
Standard on Public Relations (2001)
Standard on the Valuation of Properties Affected by Environmental Contamination (2001)
Standard on Professional Development (2000)
Standard on Ratio Studies (1999)
Standard on Valuation of Personal Property (February 1996)

Previous Experience

IAAO has performed many technical assistance projects for assessment officials. Listed are some jurisdictions where IAAO has completed projects:

- City of Hampton, Virginia
- York County, Virginia
- Providence, Rhode Island
- Kennebunk, Maine
- Luzerne County, Pennsylvania
- Bexar County, Texas
- City of Richmond, Virginia
- Jackson County, Missouri
- Jasper County, Texas
- Jefferson County, Texas
- Orange County, Texas
- City of Midland, Michigan
- City of Anchorage, Alaska
- Mecklenburg County, North Carolina (Personal Property Only)
- Johnson County, Kansas
- City of Philadelphia, Pennsylvania
- City of Ludington, Michigan
- Cascade Township, Michigan
- Brevard County, Florida
- Orange County, Florida
- Sedgwick County, Kansas
- Nassau County, New York
- Wyandotte County, Kansas
- City of Winnipeg, Manitoba, Canada
- Cook County, Illinois
- Dona Ana County, New Mexico

Similar reviews and projects for state agencies or national governments include:

- Iceland
- State of Illinois
- State of Indiana
- State of Delaware
- Czech Republic
- Indonesia
- Poland
- State of Oklahoma
- State of Wyoming
- State of Kansas
- United Kingdom (Northern Ireland)
- United Kingdom (England)
- State of Nebraska

References

References will be provided upon request.

Technical Assistance Personnel

IAAO technical assistance teams are drawn exclusively from its membership. See Appendix B for proposed Project Team.

Affirmative Action

IAAO is a membership organization open to everyone with an interest in the property tax and property tax administration. IAAO welcomes members of any sex, race, color, nationality, ethnic origin, and religious preference. It does not discriminate on the basis of sex, race, color, nationality, ethnic origin, or religious preference in the administration of any of its policies or programs, nor does it enter any information of this kind in its membership records.

Americans With Disabilities Act

IAAO complies with the Americans with Disabilities Act.

Anti-Discrimination

IAAO complies with the Federal Civil Rights Act of 1964, as amended.

Immigration Reform and Control Act

IAAO complies with the Federal Immigration Reform and Control Act of 1986, as amended.

Review of Residential Reassessment Project Work Plan

After the initial meeting with City of Auburn officials to discuss the planning and to determine the final scope of the project a more definitive work plan will be agreed upon at that time. However, under normal circumstances, the first phase will be on-site data collection by Mr. Chmura. A sampling of assessment records will be audited including a brief field audit. Interviews and a review of procedures used by the appraiser's staff will also be conducted. Interviews with other City of Auburn officials such as the City Assessor and others who have a direct working relationship with the City of Auburn Assessor's Office will be conducted.

The IAAO will utilize the *Assessment Practices Self-Evaluation Guide, Edition Two*, an IAAO publication, as one of the primary tools for evaluating best practices used in assessment administration and providing guidelines and standards. This IAAO publication has been utilized by assessment jurisdictions around the world in establishing typical guidelines and practices in assessment administration. The IAAO has published a comprehensive revision and update to this publication in 2004, and this new material will be used to ensure the latest changes in guidelines for the industry are followed in the City of Auburn jurisdiction.

See Addendum A for a proposed work plan.

City's Deliverables

The main focus of this project will be to review the recent residential reassessment project undertaken by the City. To ensure accurate, consistent, and sufficient data for IAAO to review and monitor the progress and status of the reassessment program it is essential that all appropriate data and information from the Assessor's Office be accessible for review by the IAAO team. **It is also required that the Assessor Office makes available to IAAO all assessment, valuation, sales data in electronic format with data dictionary (field layout and characteristics information) and parcel maps including neighborhood boundary maps.** Data collection is an essential and vital element to the successful completion and conclusion of any reassessment project.

Proposed Deliverables

This proposal is designed to provide the City of Auburn with a comprehensive report on the 2006 residential reassessment project. City of Auburn will reserve all rights and ownership of the report. Should the City desire additional presentations or oral reports, the City and the IAAO will negotiate those services for an additional fee.

The IAAO proposes to provide the following deliverables regarding the proposed review, monitoring, and performance evaluation. Those deliverables include the following:

Work Plan

Although a description of the approach to the project has been discussed and included in Addendum A, the final details of the work plan will be agreed upon and submitted following the initial meeting for planning and discussion of the project with the City.

Preliminary Report

A preliminary report will be presented for review prior to the submission of the final report. This report will detail, in draft form, the areas of review and findings of the team. Determination will be made at this time if all areas of the project have been covered.

Final Report

This report will summarize in completed form the activities conducted by the IAAO while reviewing, and evaluating the project. It will also include specific findings that were noted as a result of conducting the analysis and review. Other specific inclusions will be noted in the final report based upon the procedural and statistical analyses conducted on the program.

Proposed Costs

The IAAO proposes a fixed price contract to the City of Auburn for the Review and Analysis of the Residential Reassessment conducted by the City of Auburn Assessor’s Office. The IAAO’s estimated cost is based on the following breakdown of review, evaluation, and consulting days during the City of Auburn project.

**Schedule of Costs
Technical Assistance Proposal**

Review and Analysis of Residential Reassessment of City of Auburn, Maine

Portion of Project	Description	Cost
Professional Services	Personnel	\$ 9,600.00
Travel Expenses	Transportation & Per Diem	\$ 1,300.00
Reporting	Clerical Assistance, Preparation, Review, & Printing	\$ 1,100.00
Total Cost		\$ 18,000.00

Project Cost Summary

The proposal provided is a flat fixed fee for the entire project as outlined in this document. However, the IAAO proposal is subject to change and modifications dependent upon the specific

needs for City of Auburn. If necessary, certain deliverables and or processes are negotiable in this proposal as long as the overall independence and integrity of the project is not compromised.

Addendum A

Proposed Work Plan for City of Auburn, Maine

City of Auburn Proposed Work Plan

1. Review Maine Statutes, Administrative Code, IAAO standards, and the IAAO “*Assessment Practices Self-Evaluation Guide*”
2. Receive from City valuation and property characteristics data electronic file.
3. Review Documents
 - a. Office of Assessment Office Organization chart
 - b. Revaluation plan
 - c. Appraisal manuals
 - d. Software manuals, work plans, flow charts and benchmarks
4. First on-site visit
 - a. Affirm scope of project
 - b. Interview Assessor and staff
 - i. Leadership
 - ii. Planning
 - iii. Communication
 - c. Data collection
 - i. Property record files
 - ii. Field verification of samples
 - iii. Sales analysis
 - d. Software, identify software and version, analyze data storage and retrieval
 - e. Modeling
 - i. Who develops models
 - ii. How many models
 - iii. How are the models qualified
 - iv. AVM standard
 - f. Valuation System
 - i. Approaches
 - ii. Administrative system
 - iii. Data collected
 - iv. Data Collection System
 - g. Statistical Analysis
 - i. Before and After value analysis
 - ii. Ratio studies
 - iii. Uniformity measures
 - iv. Stratification
 - v. Percentage changes in value
 - vi. Data base
 - h. Analyze results of first visit and draft a rough findings report
5. Complete first draft
 - a. Review the draft with the Office of the Assessor
6. Finalize report
7. Second visit
 - a. Present findings and final report to the City Council

Addendum B

Qualifications of Project Personnel

FREDERICK M. CHMURA

25 Crooked Trail

Woodstock, CT 06281-2601

Phone: (860) 974-1354

Fax: (860) 963-

E-Mail: fred.chmura@charter.net

SUMMARY OF QUALIFICATIONS

- Thirty-two years of real estate, property appraisal, personal property appraisal, mass appraisal, geographic information systems, and property tax administration experience in consulting, managerial, supervision, and administrative positions. Twenty-eight years record of analyzing problems, developing, and implementing solutions for assessment policy and administration with the State of Connecticut in the assessment policy and oversight agency.

PROFESSIONAL EXPERIENCE

1994 – 2003 State of Connecticut, Office of Policy and Management, Intergovernmental Policy Division
Director of Data Collection and Equalization

- Management and supervision of the Tax Relief Unit, the Sales/Assessment Ratio Unit, and various grant programs to municipalities and individuals.
- Responsible for property tax exemption reimbursement to municipalities for the tax relief programs for the elderly, disabled, veterans, and renters.
- Responsible for grants to municipalities for the College and Hospital Payment-in-Lieu-of-Taxes (PILOT), State-Owned Property PILOT, and the Local Capitol Improvement Program (LoCIP).
- Oversaw a program budget of approximately one hundred million dollars annually.
- Plan and direct meetings, seminars and workshops with public officials and the general public on a regular and special basis.
- Responsible for finalizing the annual sales/assessment ratio and Equalized Net Grand List for the 169 Connecticut municipalities.
- Present testimony in court for the State of Connecticut and as an expert witness in assessment and sales/assessment ratio issues. Serve as the hearing officer for the Secretary in appeals to the Office of Policy and Management brought by municipalities and taxpayers.
- Responsible for the supervision of twelve professional and ten clerical employees.

1981 – 1994 State of Connecticut, Office of Policy and Management, Intergovernmental Policy Division
Manager of Equalization and Tax Relief

- Management and supervision of the Tax Relief Unit and the Sales/Assessment Ratio Unit. Responsible for reimbursement to municipalities for the tax relief programs for the elderly, disabled, veterans, and renters.
- Oversee a program budget of fifty million dollars annually.
- Plan and direct meetings, seminars and workshops with public officials and the general public on a regular and special basis. Responsible for finalizing the annual sales/assessment ratio and Equalized Net Grand List for the 169 Connecticut municipalities.
- Present testimony in court for the State of Connecticut and as an expert witness in assessment and sales/assessment ratio issues.

1975 – 1981 State of Connecticut, Department of Revenue Services,
Assessment Advisor

- Advised and provided technical assistance to municipal assessors in valuation, appraisal and assessment practices, procedures and administration.
- Co-author of the State of Connecticut Land Use Values for Farm and Forest Land and the Recommended Revaluation Contract.

- Developed and implemented all phases of the Connecticut Sales/Assessment Ratio Program. The Sales/Assessment Ratio Program analyzes all real estate property transfers in the State and determines the relationship between market value and assessment values in each of the 169 municipalities.

1973 – 1985 Town of Putnam, Connecticut,

Assessor

- Duties and Responsibilities: Assessor for the municipality performing all duties related to the assessment of real and personal property.

1971 – 1983 United Appraisal Company,

Real Estate Appraiser

- Duties and Responsibilities: Field appraising for mass appraisal purposes in Connecticut, New York, and Massachusetts. Supervisor of the assessment data conversion program of Orangetown, New York.

EDUCATION

- University of Connecticut, Bachelor of Arts - Psychology
- American Institute of Real Estate Appraisers:
 - Course 1-A & 1-B Introduction to Appraisal and Income Appraisal
- International Association of Assessing Officers
 - Course 1 - Fundamentals of Real Property Appraisal
 - Course 2 - Income Approach to Valuation
 - Various Workshops
- Connecticut Certified Assessor Courses
 - Course I - Introduction to Assessment Administration
 - Course II - Real Estate Appraisal
 - Course III - Introduction to the Income Approach
- Connecticut Certified Tax Collector Courses
 - Course I - Introduction to Tax Collection Administration and Law
 - Course II - Municipal Finance Administration and Management
 - Course III - Connecticut Governmental, Supervision and Public Relations

INSTRUCTOR

- Connecticut Assessors School
 - Workshop Instructor 1975 to 1991
- International Association of Assessing Officers:
 - Course 1 - Fundamentals of Real Property Appraisal
 - Course 4 - Assessment Administration
 - Course 301 - Mass Appraisal of Residential Property
 - Instructor Training Workshops (instructor for training potential instructors)
- Assuntnuck Community College (Enfield, Connecticut)
 - Real Estate Appraisal - Senior Instructor

ADDITIONAL PROFESSIONAL ACTIVITIES

Member of the Board of Regents of the Centre for Advanced Property Economics, 2000 - 2005
International Association of Assessing Officers – President, 2003-2004
International Association of Assessing Officers – Executive Committee, 2002-2005
International Association of Assessing Officers - Infrastructure Review Committee 1992, 2005

International Association of Assessing Officers – Executive Board, 1990-1991
Certified Connecticut Municipal Assessor Committee 1993-2003

PROFESSIONAL MEMBERSHIPS

International Association of Assessing Officers
Connecticut Association of Assessing Officers
Connecticut Chapter International Association of Assessing Officers
Massachusetts Chapter International Association of Assessing Officers

COMMUNITY ACTIVITIES

Zoning Commission of the City of Willimantic, Connecticut 1974 to 1982
Willimantic Community Redevelopment Commission, 1979 to 1985, Chairman 1982 to 1984.
Northeast Connecticut Community Development Corp. Vice-president
Rural Homes Limited, Inc. (Non-Profit Housing Development Corporations)
Day Kimball Hospital – Incorporator
Witches Woods Tax District - Treasurer

OTHER ACTIVITIES

International Association of Assessing Officers - Technical Editor and Chairman of Assessment Administration sub-committee for new IAAO Textbook *"Property Appraisal and Assessment Administration"*
International Association of Assessing Officers - Course Development Consultant for Course 4 "Assessment Administration"

PUBLICATIONS

"Measuring Local Property Wealth: The Connecticut Approach", Assessment Digest, September/October 1980, IAAO, Chicago, 1980.
"Sales Ratio Studies in a Changing Real Estate Market", Revenue Administration 1983, National Association of Tax Administrators, Washington, DUC., 1983.

ACCREDITATIONS

Certified Connecticut Municipal Assessor – Level II (CCMA) – Connecticut Office of Policy and Management
Assessment Administration Specialist (AAS) – International Association of Assessing Officers

AWARDS RECEIVED

Connecticut Association of Assessing Officers – Distinguished Service Award 2004
International Association of Assessing Officers – Most Valuable Member 1997
State of Connecticut – Distinguished Employee Service Award 1985

Ronald J. Schultz

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Fax:

E-Mail: EDA@tampabay.rr.com

SUMMARY OF QUALIFICATIONS

- Ronald Schultz is a State Certified General Appraiser and was the elected Property Appraiser for Pinellas County FL from 1976 to 1988 and the elected Property Appraiser for Citrus County FL from 1990 to 2005. He is retired and serving his third term on the Research Committee of IAAO.

PROFESSIONAL EXPERIENCE

Consulting - 1998 - Current

Functioned as an appraisal and software consultant to Sabre Systems. Provided appraisal services and electronic Data Processing Services to the Dauphin and Allegheny County, Pennsylvania Reappraisal projects.

Property Appraiser, Citrus County, FL. 1989 -Retired January 2005

Responsible for all functions of the office. The Citrus tax roll represents some 141,515 real property and 10,116 personal property accounts with a just value of 7.4 billion dollars. Office staff of 46 with budget of \$2,700,000. Utilizes EDA-Feedback market modeling of some 42,000 parcels per year.

Property Appraiser, Pinellas County, FL. 1976 - 1989

Responsible for the administration of ad valorem taxation in a jurisdiction of 360,000 real property parcels and 140,000 personal property accounts yielding a just value in excess of 31 billion dollars. The office consisted of 156 authorized staff positions with an annual budget of 6.5 million dollars.

- Designed and implementation of an appraisal and data management system within an ADMINS environment operating in a VAX Cluster was completed within 10 years
- In 1981, the Pinellas Property Appraiser's office was the first agency to use an adaptive estimation procedure (FEEDBACK) in the preparation of an assessment roll.

EDUCATION and CERTIFICATIONS

University of South Florida, (1964-1967) Bachelors and Masters, Education

Syracuse University (1969-1971), all class work for PhD, Interdisciplinary Social Science research methodology

Certified Florida Appraiser (Florida Department of Revenue) Public Sector Certification.

State Certified General Real Estate Appraiser, Florida (RZ-000 2236) - Private Sector Certification

PROFESSIONAL MEMBERSHIPS

Professional:

- Science and Technology Committee for the International Association of Assessing Officers, (recipient of the 1995 Presidential Award for professional contributions).

- Former Director of the Florida Association of Property Appraisers (recipient of the 1994 President's Award for work connected with Amendment 10).

International Association of Assessing Officers

- Member of the Science and Technology Committee. (1994 - 2000) Proposed and organized a contest to measure the performance of participants in predicting sales prices based on real life data sample.
- Member Research Committee 2004 -
- Speaker, National Conference 2001, 1998, 1997, 1985, 1982, 1979
- Appraiser Representative, Oklahoma Property Tax Reform Study, 1979
- Appraiser Representative, Winnipeg, Manitoba Province, Canada, Automated Assessment Systems, 1989
- Qualified Instructor for IAAO Courses - 1989

Florida Department of Revenue

- Department of Revenue's Approved Bidders List, approved by the Governor and Cabinet on August 22, 1989:
- EDPC-52(263-94-6996) Electronic Data Processing
- AAC-26(263-94-6996) Assessment and/or Appraisal
- Consultant to Collier County for the Florida Department of Revenue, 1989

PRESENTATIONS

National Tax Association - Tax Institute of American
Urban and Regional Information Systems Association
Urban Land Institute
International Council of Shopping Centers
Florida Association of Cadastral Mappers
Association of Mappers
Lincoln Institute of Land Policy
University of North Carolina - Chapel Hill Institute of Government

PUBLICATIONS

Schultz, Ronald J. Case Study: Keeping It Simple. Assessment Journal, Nov-Dec 2002.
Schultz, Ronald J. Research and Technology Update: The Other Market Model, Assessment Journal Jan - Feb 2001.

City Council

Agenda Information Sheet

Council Meeting Date: March 20, 2006 **Agenda Item No. 4**

SUBJECT:

Resolve –Supporting “Trails for a Healthy Maine” and Encouraging the Maine Legislature to Approve a Bond Issue to Fund Shared-Use Trails

INFORMATION:

Shared-use trails which are designed for walkers and bicyclists promote physical activity and a healthier lifestyle. In addition they make communities more attractive places in which to live, and they offer an alternative way to get around a community safely by eliminating pedestrian and vehicle conflicts.

“Trails for a Healthy Maine” is a coalition of organizations and agencies which wishes to promote shared-use trails in Maine for health, economic development, and improved quality of life in our communities. In order to promote more trail development, they are working with municipalities, community groups and others to encourage the Maine Legislature to approve a bond issue to develop trails. At current funding levels, it will take over 60 years to complete only the trails that are currently planned.

The purpose of this Resolve is to endorse the efforts of “Trails for a Healthy Maine” to promote trail development and encourage the Legislature to approve a bond issue for trial development.

STAFF COMMENTS /RECOMMENDATION:

Staff recommends passage of the Resolve.

REQUESTED ACTION:

Motion for passage of the Resolve

VOTE:

City of Auburn

City Council, Auburn, Maine
Date: March 20, 2006

TITLE: RESOLVE – Supporting Trails for a Healthy Maine and Encouraging the State Legislature to Approve Funding for Shared-Use Trails

Be It Resolved by the Auburn City Council that:

WHEREAS, shared-use paths and trails promote physical activity and a healthier lifestyle, support sustainable tourism and a healthier economy, provide transportation choices, make our communities more attractive places to live, and can link communities as shown by the Auburn-Lewiston Trestle bridge and Riverwalk; and

WHEREAS, developing more trails for the benefit of all citizens, will require a mix of federal, state, local and private funds; and

WHEREAS, Trails already on the Maine Department of Transportation and State Dept of Conservation’s ‘drawing board’ will take over 60 years to complete at current funding levels.

WHEREAS, “Trails for a Healthy Maine” is a coalition of organizations and agencies which promote shared-use trails in Maine for health, economic development, and improved quality of life in our communities;

NOW, THEREFORE, the City Council of the City of Auburn hereby Resolves to support the purpose of the “Trails for a Healthy Maine” and further supports their effort to secure Legislative approval for a bond issue to fund the design and construction of key trails, including trails planned in Auburn such as the rail-trail in the downtown and the rail-trail along the Little Androscoggin River.

Motion for passage

By: _____

Seconded by _____

Vote:

Action by the City Council:

Date:

Attest:

City Clerk

City Council

Agenda Information Sheet

Council Meeting Date 3/20/06 **Agenda Item No.** 5

SUBJECT:

RESOLVE – ACCEPTING CERTAIN FORFEITED FUNDS

INFORMATION:

Federal Forfeiture Law permits the forfeiture of currency/property used to facilitate drug trafficking or which exists as the result of being the proceeds of drug trafficking. The law further permits the United States to distribute up to 90% of the value of forfeited property to State and local law enforcement agencies who participate in the underlying investigation. Justice Department policy dictates that local law enforcement agencies must use the monies for “law enforcement purposes”.

STAFF COMMENTS/RECOMMENDATION:

Staff recommends approval of this resolve.

REQUESTED ACTION:

Motion for passage of the resolve.

CITY OF AUBURN

CITY COUNCIL, AUBURN, MAINE

DATE: March 20, 2006

TITLE: RESOLVE – ACCEPTING CERTAIN FORFEITED FUNDS

Be It Resolved by the Auburn City Council that, the City of Auburn agrees to accept the sum of \$695 in funds seized in connection with drug enforcement matters. The funds in question shall be made available to the Auburn Police Department for use in their drug enforcement functions

Motion for passage.:

Seconded by:

Vote:

Action by Council:

DATE:

ATTEST:

CITY CLERK

City Council

Agenda Information Sheet

Council Meeting Date 3/20/06 **Agenda Item No.** 6

SUBJECT:

**PUBLIC HEARING – SPECIAL AMUSEMENT PERMIT APPLICATION FOR
AUBURN FIRESIDE INN & SUITES**

INFORMATION:

Auburn Fireside Inn & Suites, 1777 Washington Street, has applied for renewal of their Special Amusement Permit. All appropriate departments (Treasurer, Fire, Police and Planning & Permitting) have given their approvals for issuance of this permit.

STAFF COMMENTS/RECOMMENDATION:

Staff recommends approval of this permit

REQUESTED ACTION:

Motion to approve the Special Amusement Permit

VOTE: