



**Special City Council Meeting
May 12, 2008**

**Agenda
5:30 p.m.**

- 1. Resolve – Annual Appropriation Resolve (1st Reading)**
- 2. Resolve – Authorize Acting City Manager to Enter Into Purchase and Sale Agreement (154 and 180 Mt. Auburn Avenue)**
- 3. Public Hearing and action on liquor license application for B&B Catering & Concession, 694 South Main 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

Item #1

City Council, Auburn, Maine

Date: May 12, 2008

TITLE: RESOLVE – 2008-2009 ANNUAL APPROPRIATION RESOLVE

Be It Resolved by the Auburn City Council, that the following be, and hereby is the Annual Appropriation Resolve of the City of Auburn for the fiscal year 2008-2009, which includes the amounts appropriated herein and revenues from all sources beginning July 1, 2008 and ending June 30, 2009, in the aggregate amount of \$66,218,673, with a municipal budget of \$32,011,833 and a School Department budget of \$34,206,840, based upon the budget submitted to the auburn City Council on March 17, 2008, by the City Manager, and notification was published in the Lewiston Sun Journal, a daily newspaper in the County of Androscoggin on March 24, 2008, that a public hearing would be held on April 7, 2008, at 7:00 p.m. and said hearing having been held on that date, and as amended by the City Council, the same is hereby appropriated for the fiscal year 2008-2009 beginning July 1, 2008 for the lawful expenditures of the City of Auburn and for the County of Androscoggin taxes, and said amounts are declared not to be in excess of the estimated revenue from taxation and sources other than taxation for the fiscal year of 2008-2009.

SCHOOL BUDGET ARTICLES

1. That \$13,394,375.00 be authorized to be expended for Regular Instruction;
2. That \$6,861,845.00 be authorized to be expended for Special Education;
3. That \$-0- be authorized to be expended for Career and Technical Education;
4. That \$596,813.00 be authorized to be expended for Other Instruction;
5. That \$3,649,504.00 be authorized to be expended for Student and Staff Support;
6. That \$717,509.00 be authorized to be expended for System Administration;
7. That \$1,266,769.00 be authorized to be expended for School Administration;
8. That \$1,279,023.00 be authorized to be expended for Transportation and Buses;
9. That \$3,201,056.00 be authorized to be expended for Facilities Maintenance;
10. That \$2,817,725.00 be authorized to be expended for Debt Service and Other Commitments;
11. That \$422,221.00 be authorized to be expended for All Other Expenditures;
12. That \$30,450,650.00 be appropriated for the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and that \$12,590,410.00 be raised as the municipality's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services

Funding Act in accordance with the Maine Revised Statutes, Title 20-A, section 15688;

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

13. That \$1,469,958.00 be raised and appropriated for the annual payments on debt service previously approved by the city's legislative body for non-state-funded school construction projects, non-state-funded portions of school construction projects and minor capital projects in addition to the funds appropriated as the local share of the city's contribution to the total cost of funding public education from kindergarten to grade 12;

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

14. That \$684,889.00 be raised and appropriated in additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690;

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

15. That the school committee be authorized to expend \$33,754,810.00 for the fiscal year beginning July 1, 2008 and ending June 30, 2009 from the city's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act, non-state-funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690, unexpended balances, tuition receipts, state subsidy and other receipts for the support of schools;

16. That the City of Auburn appropriate \$378,395.00 for adult education and raise \$180,108.00 as the local share, with authorization to expend any additional incidental or miscellaneous receipts in the interest for the well-being of the adult education program;

17. That the City of Auburn raise and appropriate \$73,635.00 for the services of Crossing Guards.

Motion for acceptance:

Seconded by:

Vote:

Action by the City Council:

Date:

Attest:

City Clerk

CITY OF AUBURN
 FY 2009 EXPENDITURES
 COMPARISON FY08 AND FY09 BUDGETS

CLASSIFICATION	COUNCIL ADOPTED BUDGET FY 07-08	DEPARTMENT PROPOSED BUDGET FY 08-09	MANAGER PROPOSED BUDGET FY 08-09	COUNCIL ADOPTED BUDGET FY 08-09	Increase (Decrease) from Prior Year Budget	Percentage of Increase (Decrease)
<u>Administration</u>						
Assessing	267,575	270,453	270,453	270,103	2,528	0.94%
City Clerk	133,399	154,575	154,575	140,367	6,968	5.22%
City Manager	214,776	228,013	227,703	227,703	12,927	6.02%
Customer Service	16,000	16,000	16,000	16,000	0	0.00%
Finance	364,296	376,558	374,058	374,058	9,762	2.68%
Human Resources	110,878	135,697	128,347	125,797	14,919	13.46%
Community Services-ICT	196,562	333,858	268,809	258,809	62,247	31.67%
Legal Services	55,000	55,000	55,000	55,000	0	0.00%
Mayor & Council	102,275	103,500	103,500	103,500	1,225	1.20%
Total Administration	1,460,761	1,673,654	1,598,445	1,571,337	110,576	7.57%
<u>Community Services</u>						
Community Programs	13,550	13,650	13,650	13,650	100	0.74%
Community Services-Engineering	411,150	437,037	435,826	435,626	24,476	5.95%
Health & Social Services	96,548	98,990	97,690	97,690	1,142	1.18%
Parks & Recreation	552,261	594,538	593,261	613,361	61,100	11.06%
Planning & Permitting	768,591	838,532	830,182	829,982	61,391	7.99%
Public Library	919,407	945,191	945,191	919,407	0	0.00%
Total Community Services	2,761,507	2,927,938	2,915,800	2,909,716	148,209	5.37%
<u>Fiscal Services</u>						
Debt Service	7,176,622	7,407,044	7,026,199	7,026,199	(150,423)	-2.10%
Emergency Reserve	326,900	326,900	326,900	329,500	2,600	0.80%
Property	543,614	569,815	553,307	553,307	9,693	1.78%
Wages & Benefits	4,130,343	4,162,215	4,162,215	4,120,408	(9,935)	-0.24%
Workers' Compensation	200,000	200,000	200,000	200,000	0	0.00%
Total Fiscal Services	12,377,479	12,665,974	12,268,621	12,229,414	(148,065)	-1.20%

CITY OF AUBURN
 FY 2009 EXPENDITURES
 COMPARISON FY08 AND FY09 BUDGETS

CLASSIFICATION	COUNCIL ADOPTED BUDGET FY 07-08	DEPARTMENT PROPOSED BUDGET FY 08-09	MANAGER PROPOSED BUDGET FY 08-09	COUNCIL ADOPTED BUDGET FY 08-09	Increase (Decrease) from Prior Year Budget	Percentage of Increase (Decrease)
Public Safety						
Fire	3,643,879	3,678,718	3,637,524	3,642,524	(1,355)	-0.04%
Police	2,712,013	3,092,288	3,009,471	2,995,571	283,558	10.46%
Total Public Safety	6,355,892	6,771,006	6,646,995	6,638,095	282,203	4.44%
Public Works						
Public Works	4,255,909	4,679,183	4,616,608	4,548,651	292,742	6.88%
Water & Sewer	472,500	504,700	504,700	504,700	32,200	6.81%
Total Public Works	4,728,409	5,183,883	5,121,308	5,053,351	324,942	6.87%
Total Municipal	27,684,048	29,222,455	28,551,169	28,401,913	717,865	2.59%
Intergovernmental Programs						
County Taxes	1,877,972	1,969,765	1,969,765	1,969,765	91,793	4.89%
Tax Sharing	350,000	325,000	325,000	325,000	(25,000)	-7.14%
Auburn-Lewiston Municipal Airport	98,000	98,000	96,750	96,750	(1,250)	-1.28%
Emergency Management Agency	6,678	7,120	7,120	7,120	442	6.62%
L/A Arts	22,680	24,267	24,267	24,267	1,587	7.00%
Lew-Aub Economic Growth Council	106,429	106,429	106,429	106,429	0	0.00%
Lew-Aug Transit Committee	117,994	130,000	130,000	130,000	12,006	10.18%
Lew-Aub 911 Communications Center	930,934	954,339	954,339	950,589	19,655	2.11%
Total Intergovernmental Programs	3,510,687	3,614,920	3,613,670	3,609,920	99,233	2.83%
Grand Total Municipal	31,194,735	32,837,375	32,164,839	32,011,833	817,098	2.62%

CITY OF AUBURN
 FY 2009 EXPENDITURES
 COMPARISON FY08 AND FY09 BUDGETS

CLASSIFICATION	COUNCIL ADOPTED BUDGET FY 07-08	DEPARTMENT PROPOSED BUDGET FY 08-09	MANAGER PROPOSED BUDGET FY 08-09	COUNCIL ADOPTED BUDGET FY 08-09	Increase (Decrease) from Prior Year Budget	Percentage of Increase (Decrease)
Education Operation	31,014,365	32,548,853	30,786,966	31,389,115	374,750	1.21%
Education Debt Service	2,712,420	2,817,975	2,817,975	2,817,725	105,305	3.88%
Total School	33,726,785	35,366,828	33,604,941	34,206,840	480,055	1.42%
Total Budget	64,921,520	68,204,203	65,769,780	66,218,673	1,297,153	2.00%
Non-Property Tax Revenue						
Municipal	6,652,650	6,685,125	6,719,025	9,094,025	2,441,375	36.70%
City Fund Balance	0	0	0	0	0	
Education	18,251,562	18,251,562	18,604,941	18,631,306	379,744	2.08%
School Fund Balance	0	0	0	575,534	575,534	
Total	24,904,212	24,936,687	25,323,966	28,300,865	3,396,653	13.64%
Property Tax Dollars Needed						
Municipal	24,542,085	26,152,250	25,445,814	22,917,808	(1,624,277)	-6.62%
Education	15,475,223	17,115,266	15,000,000	15,000,000	(475,223)	-3.07%
Total	40,017,308	43,267,516	40,445,814	37,917,808	(2,099,500)	-5.25%
Property Tax Rate Based on Assessed Values of :	19.28 2,076,000,000	21.08 2,052,359,100	19.71 2,052,359,100	18.48 2,052,359,100	(0.80)	-4.16%
Property Tax Rate Municipal Tax Rate	11.82	12.74	\$12.40	\$11.17	(\$0.66)	-5.54%
Education Tax Rate	7.45	8.34	\$7.31	\$7.31	(\$0.15)	-1.95%
	19.28	21.08	19.71	18.48	(\$0.80)	-4.16%

City Council

Agenda Information Sheet

Council Meeting Date 5/12/2008

Agenda Item No. 2

SUBJECT:

**RESOLVE – AUTHORIZE ACTING CITY MANAGER TO ENTER INTO
PURCHASE AND SALE AGREEMENT – 154 & 180 MT.
AUBURN AVENUE**

INFORMATION:

The School Committee has agreed to the sale of 154 and 180 Mt. Auburn Avenue to George Schott. In order for this sale to proceed, and to realize the net revenues in Fiscal year 2008-09, the City Council must take this action.

STAFF COMMENTS/RECOMMENDATION:

Staff recommends approval of this resolve.

REQUESTED ACTION:

Motion for passage of the resolve.

VOTE:

City of Auburn

City Council, Auburn, Maine

Date: May 12, 2008

TITLE: RESOLVE – AUTHORIZE ACTING CITY MANAGER TO EXECUTE
PURCHASE AND SALE AGREEMENT – 154 & 180
MT. AUBURN AVENUE

Be It Resolved by the Auburn City Council that the Acting City Manager is authorized to execute a purchase and sale agreement for 154 and 180 Mt. Auburn Avenue.

Motion for acceptance:

Seconded by:

Vote:

Action by the City Council:

Date:

Attest:

City Clerk

PURCHASE AND SALE AGREEMENT

November 15, 2007

11-16 07 Effective Date
Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between George Schott or Assigns ("Buyer") and City of Auburn ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of; If "part of" see para. 26 for explanation) the property situated in municipality of Auburn, County of Andro, State of Maine, located at 154 & 180 Mount Auburn Ave. and described in deed(s) recorded at said County's Registry of Deeds Book (S) 5146, Page (S) 254 & 256.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, sump pump and electrical fixtures are included with the sale except for the following: N/A

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: N/A

4. PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost, in "as is" condition with no warranties: N/A

Seller represents that such items shall be operational at the time of closing, except: N/A

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 900,000.00. Buyer has made; or will make within 3 business days of the date of this offer, a deposit of earnest money in the amount of \$ 25,000.00. If said deposit is to be made after the submission of this offer and is not made by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being made will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ N/A will be paid N/A. Failure by Buyer to make this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

6. EARNEST MONEY/ACCEPTANCE: Century 21 Advantage ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until November 16, 2007 (date) 8:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on June 30, 2008 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) No Proration Of Fuel. The day of closing is counted as a Seller day. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller.

Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention (formerly Maine Bureau of Health) regarding arsenic in private water supplies and arsenic in treated wood. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

13. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Licensee makes no warranties regarding the condition, permitted use or value of Sellers' real or personal property. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

TYPE OF INVESTIGATION			YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INVESTIGATION			YES	NO	RESULTS REPORTED TO SELLER
a.	General Building		X		Within 30 days	j.	Lead Paint		X		Within _____ days
b.	Chimney			X	Within _____ days	k.	Arsenic Treated Wood		X		Within _____ days
c.	Environmental Scan			X	Within _____ days	l.	Pests		X		Within _____ days
d.	Sewage Disposal			X	Within _____ days	m.	Pool		X		Within _____ days
e.	Water Quality (including but not limited to radon, arsenic, lead, etc.)			X	Within _____ days	n.	Zoning		X		Within _____ days
f.	Water Quantity			X	Within _____ days	o.	Habitat Review		X		Within _____ days
g.	Air Quality (including but not limited to asbestos, radon, etc.)			X	Within _____ days	p.	Flood Plain		X		Within _____ days
h.	Square Footage			X	Within _____ days	q.	Code Conformance		X		Within _____ days
i.	Mold			X	Within _____ days	r.	Insurance		X		Within _____ days
						s.	Other _____		X		Within _____ days

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

14. HOME SERVICE CONTRACTS: At closing, the property will will not be covered by a Home Warranty Insurance Program to be paid by Seller Buyer at a price of \$ _____.

15. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:

- This Agreement is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years.
- Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- Buyer to provide Seller with loan commitment letter from lender showing that Buyer has secured the loan commitment within _____ days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three business days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
- Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's licensee.
- After (b) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two business days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ N/A toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.

- g. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
- h. Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

16. AGENCY DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Roy L'Italien of Century 21 Advantage is a Seller Agent Buyer Agent
Licensee Agency Disc Dual Agent Transaction Broker

Dot Fernald of ERA Worden Realty is a Seller Agent Buyer Agent
Licensee Agency Disc Dual Agent Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

17. MEDIATION: Except as provided below, any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction. Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum.

18. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

19. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

20. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

21. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

22. ADDENDA: Lead Paint - Yes No ; Other - Yes No

Explain: _____
 The Property Disclosure Form is not an addendum and not part of this Agreement.

23. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property does does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 days prior to closing.

24. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated. Licensee is authorized to complete Effective Date on Page 1 of this Agreement. Except as expressly set forth to the contrary, the use of "by (date)" or "within x days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

25. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

26. OTHER CONDITIONS: 1. Buyer not prorating fuel at closing.
 2. Subject to a 5% commission of the sale price to be paid by the seller to be split 50/50 between Century 21 Advantage & ERA Worden Realty.

3. EARNEST MONEY NON-REFUNDABLE AFTER ACCEPTABLE INSPECTIONS BY BUYER TO BE COMPLETED BY 12/16/2007. *SUBJECT TO A CLEAN TITLE and DEED.

City Council

Agenda Information Sheet

Council Meeting Date 5/12/2008

Agenda Item No. 3

SUBJECT:

PUBLIC HEARING – LIQUOR LICENSE APPLICATION – B&B CATERING AND CONCESSION, 694 SOUTH MAIN STREET

INFORMATION:

Prospect Hill Golf Course, 694 South Main Street, has recently changed ownership. The owner has chosen a vendor (B&B Catering & Concession) to operate the food and beverage area. This request is for approval of a liquor license application. All appropriate departments have approved this application.

Scott Bussiere, B&B Catering, will be present at the Council Meeting to answer any questions that Councilors may have.

STAFF COMMENTS/RECOMMENDATION:

Staff recommends approval of the application.

REQUESTED ACTION:

Motion for approval of the application.

VOTE: