



THE CITY OF AUGUSTA

DAVID M. ROLLINS, MAYOR

CITY COUNCIL

JEFFREY M. BILODEAU
ANNA D. BLODGETT
LINDA J. CONTI
DAREK M. GRANT

DALE McCORMICK
CECIL E. MUNSON
PATRICK E. PARADIS

WILLIAM R. BRIDGEO
CITY MANAGER

INFORMATIONAL MEETING AGENDA

Thursday, June 11, 2015

CITY HALL (COUNCIL CHAMBERS)

Immediately Following the Special Business Meeting

A. Items for discussion submitted by the City Council and/or the City Manager:

1. Presentation by Nan Bell and Denis Culley on Elder Abuse Prevention Task Force – Mary Frances Bartlett
2. Augusta Housing Authority Lease – City Manager
3. Water Street parking changes – Chief Gregoire
4. Kavanaugh Amusements – Capital City Riverfront Fourth – Leif Dahlin
5. Non-union wage adjustment FY 2016 – City Manager

B. Persons wishing to address the City Council who have submitted a formal request in accordance with Section 2-61 of the Code of Ordinances:

1. Juice Express -- Eagles AAU Boys and Girls Youth Basketball Team

C. Open comment period for any persons wishing to address the City Council.

THIS LEASE made this _____ day of June, 2015, by and between the City of Augusta, Maine (“Landlord”), and Augusta Housing Authority (AHA) (“Tenant”)

WITNESSETH:

WHEREAS, Tenant desires to obtain a location for office space for the provision of providing services related to housing programs, and

WHEREAS, Landlord desires to provide such a location at a facility it owns at 33 Union Street, Augusta, Maine.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound hereby, Landlord and Tenant hereby agree with each other as follows:

SECTION 1. GRANTING OF LEASEHOLD

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, approximately 3,950 square feet of space contained in certain real property located at 33 Union Street, Augusta, Maine (the “Premises:). The Tenant intends to utilize the Leased space for approximately 5 days per week for the duration of the Lease agreement.

It is understood by both the Tenant and the Landlord that the Landlord is to deliver Tenant the Premises in the existing condition.

SECTION 2. TERM

This Lease shall be a continuation of the existing lease and shall continue on the date as hereafter defined and shall terminate June 30, 2016 thereafter, unless sooner terminated as provided hereinafter. The continuation date shall be July 01, 2015.

SECTION 3. TENANT’S LEASEHOLD IMPROVEMENTS AT RISK

The Tenant hereby understands and acknowledges that any and all leasehold improvements made to the Premises referenced herein will be fully at risk to the Tenant. As such, Landlord has no obligation whatsoever, implied or explicit, to compensate Tenant for improvements that may be considered as appurtenances or fixtures.

SECTION 4. USE OF THE PREMISES

The Tenant shall use and occupy the designated Premises throughout the term hereof solely for the purpose of providing services related to housing programs.

All activities will be conducted in accordance with any applicable municipal land use restrictions, building codes and other ordinances that may govern such operations.

SECTION 5. PARKING LOT AND RESERVATION OF SPACES

It is understood that the Tenant will have unrestricted use of the parking lot, except the spaces designated as "police business only", for its employees, agents and invitees and will share such facilities with other building tenants. The Tenant must ensure that it will discourage employees, agents and invitees from overnight parking on the Premises.

SECTION 6. IMPROVEMENTS

Tenant has inspected and accepts the condition of the Premises. At the expiration of the term of this Lease or any renewal period, Tenant shall have the right to remove the Improvements, provided that Tenant shall repair any damage to the Premises caused by such removal to a condition roughly equal to that upon commencement of the Lease. Improvements shall be defined as follows: lighting, carpeting, wall hangings, paintings, removable furniture, and any other item that is determined to be personal property of the Tenant. Improvements that are determined as fixtures or appurtenances will be at risk to the Tenant as set forth in Section 3 of this Lease.

SECTION 7. RENT

The rent shall be payable on a quarterly basis and be due on the first day of the first month of each quarter. Payment of the rent shall commence on July 1, 2015. The Tenants rent is based on the total of approximately 3,950 square feet that has been designated as Tenant space.

The rent payments shall be as follows:

FY2016 shall be \$ 16,892.00 with quarterly payments of \$ 4,223.00

All quarterly payments shall be due in July, October, January, and April.

Rent includes the following; the physical space indicated within this Lease for the Tenant, heat, sewer, water, electricity, trash removal and snow removal.

The rent does not include telephone, internet services or custodial services of the Tenant's designated space.

SECTION 8. REPAIRS AND MAINTENANCE

Tenant shall, during the term, at its sole expense, keep the Premises in as good order and repair as on the day the facility was received for occupancy, reasonable wear and tear excepted. Landlord will be responsible for repairs and maintenance of the heating system, electrical system, alarm system, and plumbing system, and all other repairs to the buildings, which are not necessitated by the actions of the Tenant, its employees, agents or invitees.

SECTION 9. RENTING AND ASSIGNMENT

The Tenant may not assign or sublet its interest in this Lease to any other party.

SECTION 10. QUIET ENJOYMENT

Landlord covenants and warrants that Landlord is seized in fee simple title to the Premises, with good and marketable title. Landlord covenants that Tenant shall at all time during the term of this Lease and any extensions thereof have peaceful and quiet possession of the Premises. Landlord further covenants and warrants that it has good right, full power and lawful authority to make this Lease for the full term and any extensions thereof.

Tenant agrees to not allow loitering on the Premises and agrees to secure the Facility at all time in a manner that reduces any noise emanating from the Premises.

SECTION 11. DEFAULT

In the event that the Tenant shall fail to pay the rent when due or shall fail to perform any of its other obligations under this lease or shall be dissolved or declared insolvent or bankrupt, the Landlord shall have all the rights and remedies granted by, Maine law. In the event that the Landlord shall fail to perform any of its obligations under this lease or shall be dissolved or declared insolvent or bankrupt, the Tenant shall have all the rights and remedies granted by, Maine law.

SECTION 12. INDEMNITY

Each party will indemnify the other and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with the loss of life, personal injury and/or damage to property of others arising under this Lease, but Tenant shall do so only to the extent of Tenant's liability and insurance therefore under the Maine Tort Claims Act. **In any matter arising under or relating to this Lease, each party shall be responsible for its own legal fees.** Nothing in this section, nor in any other section contained in this Lease, shall expand upon the scope or limits of liability set

forth by the Legislature under the Maine Tort Claims Act, 14M.R.S.A. sec. 1801, et seq., or immunities or limitations of any state or federal law.

SECTION 13. INSURANCE

A. At all times during the term of this Lease or any renewal term, the Tenant will purchase and keep in full force and effect, at its own expense, the following: Comprehensive general liability insurance in the amount of not less than the Maine Tort limits; and all risk casualty insurance, written at a replacement cost value and with replacement cost endorsement, covering all of Tenant's personal property in the premises, including, without limitation, its inventory, trade fixtures, floor coverings, furniture, and any other personal property removable by the Tenant under the provisions of this Lease.

B. Landlord shall provide during the term of this Lease and any other renewal term thereof, public liability insurance and building hazard insurance. Landlord will also maintain adequate fire insurance coverage for the Leased Premises.

SECTION 14. EXPIRATION OF TERM

Tenant has the option to renew this Lease for one additional (3) year term. Such an extension shall conform to all aspects of the Lease.

Tenant will provide notice to Landlord, in writing, of Tenant's intention to renew the Lease in accordance with the terms of this section within ninety (90) days prior to the termination date of this lease or any renewal thereof. The cost associated with the lease extension shall be negotiated at the time of the request to renew the lease.

This lease is made subject to available budgetary allocations and shall not create any obligation on behalf of the Landlord or Tenant in excess of such allocations. In the event that the amount of funds appropriated is such that either Landlord or Tenant must restrict or terminate its administrative program, this lease shall be terminated sixty (60) days after written notification.

SECTION 15. LANDLORD'S RIGHT OF ENTRY

Following the execution of the Lease, non-emergency entry of the premises by Landlord shall be conducted in a manner designed to not unreasonably interfere with any continuing or permitted use of the Premises by Tenant and done so by providing Tenant with 24 hour notice.

SECTION 16. MISCELLANEOUS

- (a) Landlord acknowledges that notwithstanding any contrary provision herein Landlord shall pay and be responsible for all utility expense and maintenance costs of the Premises prior to the commencement of the Lease term.
- (b) Tenant will place, or cause to be placed, trash to be removal from its designated space. Trash will not be allowed to be stored.
- (c) Tenant will make every attempt feasible, without disrupting its operations, to be energy conscious by turning off the lights and taking necessary steps to reduce energy consumption.
- (d) Smoking, on the grounds, shall conform to all applicable State laws.
- (e) Landlord warrants that the Leased Premises comply with all state and federal disability accessibility law requirements.

SECTION 17. DISPUTES

This lease and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Maine. If a dispute arises, the parties agree to mediate. If litigation is brought, is must be filed in Kennebec County Superior Court.

SECTION 18. ENTIRE LEASE

This Lease may be modified only by a written amendment duly authorized and signed by the Landlord and the Tenant.

SECTION 19. WAIVERS

Failure of the Landlord or Tenant to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of its rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver or a breach of any other provision of this Lease or a consent to any subsequent breach or any other provision.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

WITNESS:

CITY OF AUGUSTA
Landlord

By _____

Name:

Its _____

Tenant

By _____

Name:

Its _____

State of Maine
Kennebec, ss

PERSONALLY APPEARED the above-named _____
of the City of Augusta, Maine as aforesaid, and acknowledged the foregoing instrument
to be his free act and deed in his capacity and the free act and deed of said City of
Augusta, Maine.

Before me,

Name

State of Maine
Kennebec, ss

PERSONALLY APPEARED the above-named _____
of the _____ as aforesaid, and acknowledge the foregoing
instrument to be their free act and deed in their said capacity and the free act and deed of
said Corporation.

Before me,

Name

MEMORANDUM

TO: William R. Bridgeo, City Manager

FROM: Chief Robert C. Gregoire

DATE: June 1, 2015

RE: Amendment to City Ordinance.

The traffic calming committee has discussed the sight line issue which has developed by vehicles being parked on Water Street along the newly constructed island at the intersection of Green and Water Streets. Vehicles parked on the east side of Water Street south of Green Street significantly reduce the sight line of vehicles exiting Green Street onto Water Street.

Upon review of the parking ordinance for this addition I noted that Water Street and Chamberlain Streets were still referred to as Grove Street.

BE IT ORDAINED, By the City Council of the City of Augusta, as follows:

That Chapter 18, section 73 Schedule of no parking, restricted parking areas, of the Revised Code of Ordinances 1990, as amended, be further amended by adding the following:

Water Street:

**No parking on the westerly side beginning at Green Street southerly for a distance of 140 feet.
No parking on the east side from West Side Circle to Gage Street.**

Chamberlain Street:

No parking on the west side from Capitol Street to Chapel Street.

Chamberlain Street (Seasonal):

No parking on the east side from a point 173 feet north of Capitol Street northerly to the intersection of Higgins Street, from October 15 to April 15.

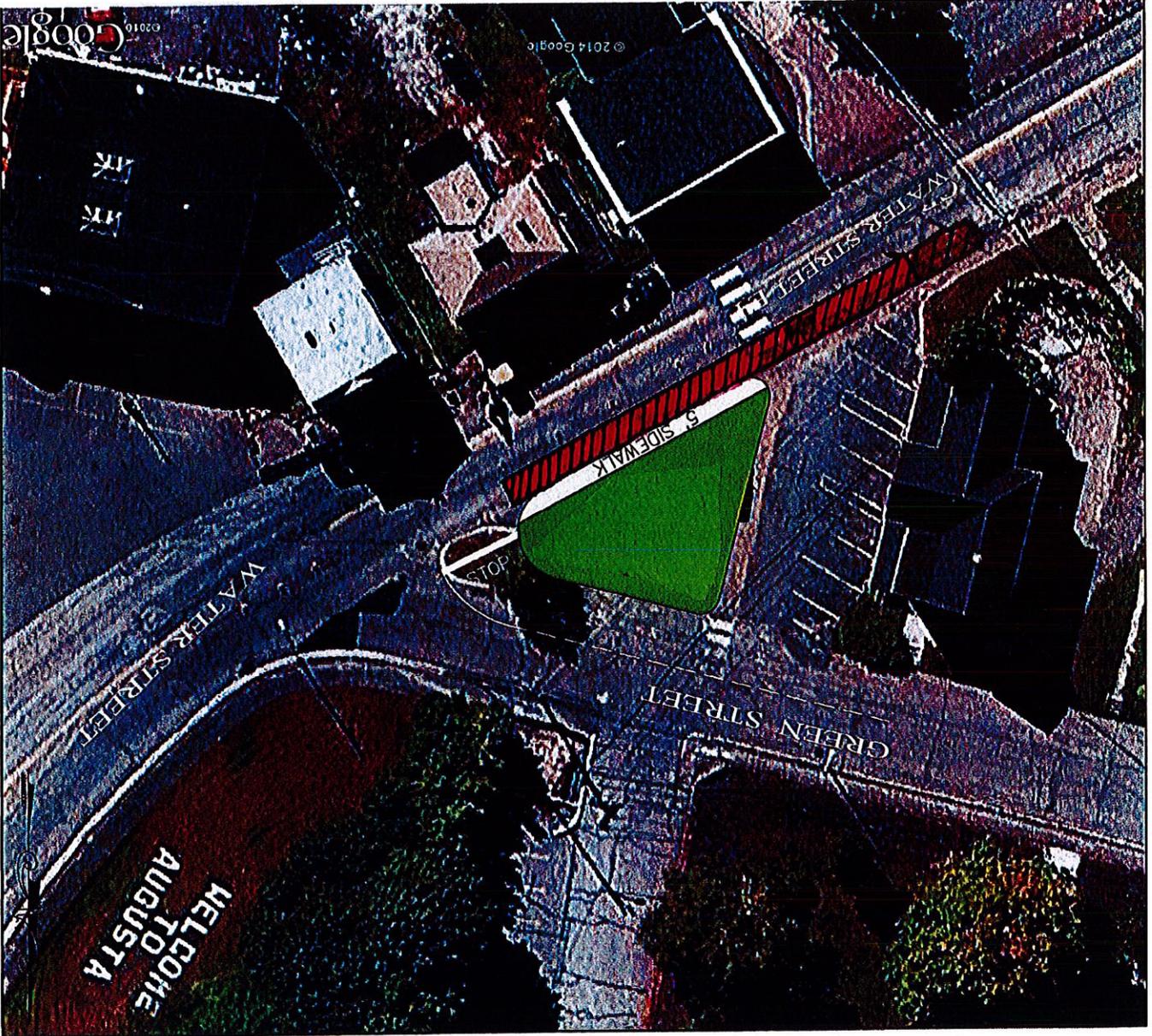
That Chapter 18, section 73 Schedule of no parking, restricted parking areas, of the Revised Code of Ordinances 1990, as amended, be further amended by deleting the following:

Grove Street:

~~No parking on the west side from Capitol Street to Chapel Street.
No parking on the east side from West Side Circle to Gage Street.~~

Grove Street (Seasonal):

~~No parking on the east side from a point 173 feet north of Capitol Street northerly to the intersection of Higgins Street, from October 15 to April 15.~~



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WELCOME TO AUGUSTA

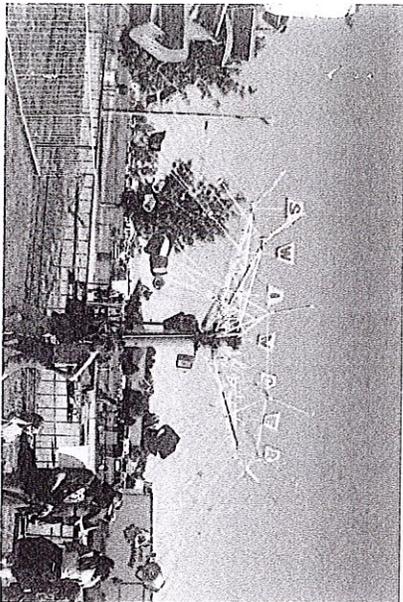
S SIDEWALK

STOP

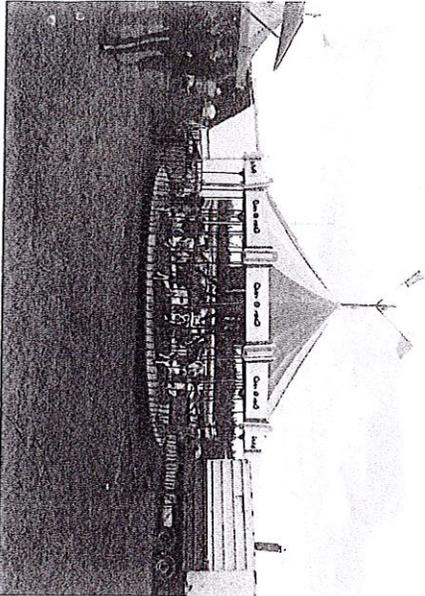
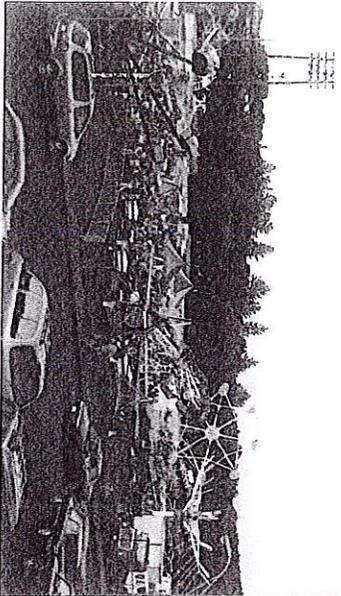
WATER STREET

GREEN STREET

WATER STREET



Swinger



Proudly Serving Maine

*Rides * Fun * Games*

KAVANAUGH AMUSEMENTS

Mailing Address:
45 Twinbrook Dr.
Bridgewater, MA
02324

Drew Kavanaugh
Lester Kavanaugh
Andrew Kavanaugh

E-mail
Cobra250@comcast.net
(Andrew)



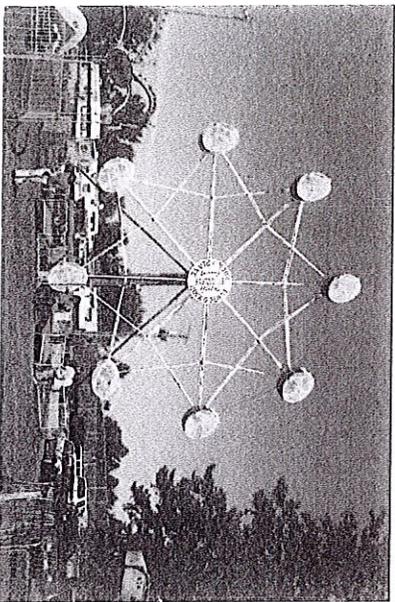
Kavanaugh Amusements
45 Twinbrook Drive
Bridgewater, MA
02324

(978) 853 2410
(508) 697-5424
Cobra250@comcast.net

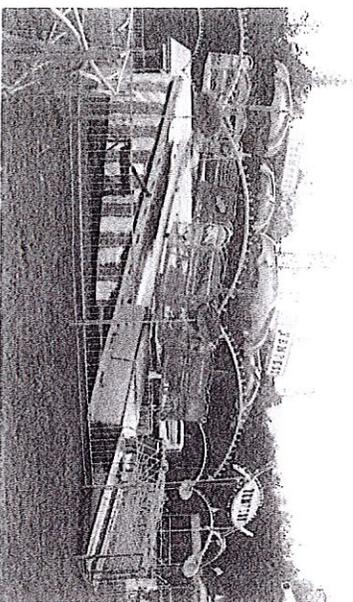
Owners:
Drew Kavanaugh
Lester Kavanaugh
Manager:
Andrew Kavanaugh

Kavanaugh Amusements is a family owned and operated traveling carnival. We are celebrating over thirty years of bringing fun filled entertainment to all.

We serve the public with an impressive selection of RIDES along with GAMES and ATTRACTIONS.



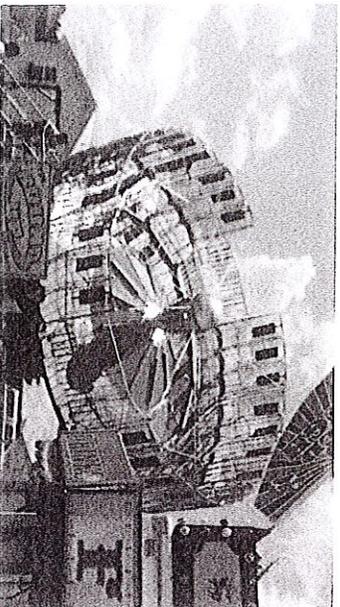
Rock-O-Plane



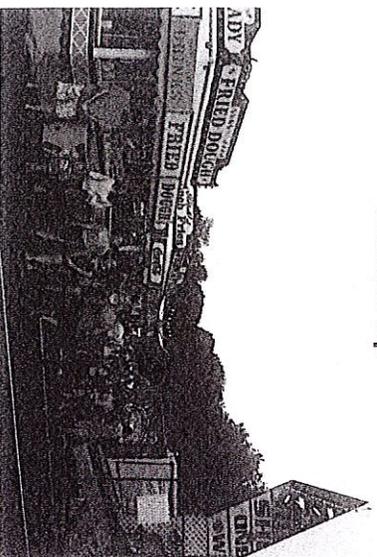
Tempest

KAVANAUGH AMUSEMENTS has earned a reputation for its commitment to service, quality and cleanliness.

All members of management, including owners, are highly visible and very hands-on at all events that we are a part of. We pride ourselves on public safety and customer service. We are proud to provide a clean, friendly, and affordable environment for families and children of all ages.

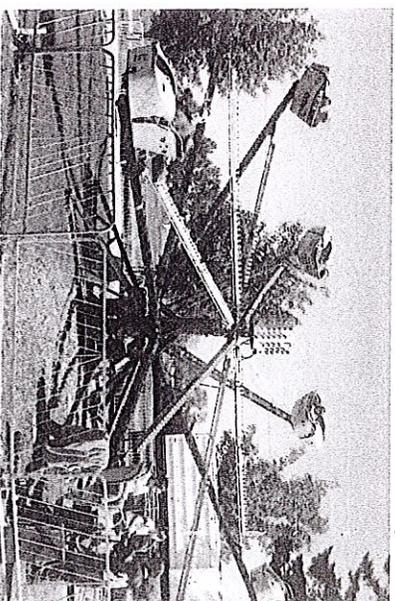


Round-Up

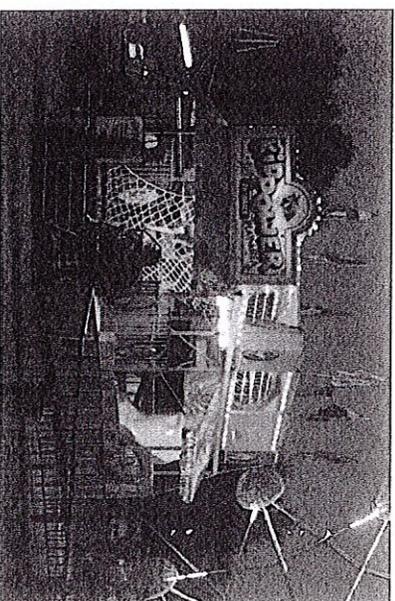


KAVANAUGH AMUSEMENTS is capable of handling events from civic events, to corporate picnics, to county fairs and exhibitions.

A list of current events under contract along with references is available upon request.
KAVANAUGH AMUSEMENTS looks forward to doing business with you!



Octopus



Kid Power

List of local events

Pittston Fair

Steve McGee - Fair President

Windham Summerfest

Kelly Mank - President

Biddeford La Kermesse Festival

Jess Quatronne - President

Harmony Free Fair

Jeff Chadbourne - President

Houlton Potato Feast

Paul Cleary - Coordinator

Fred Lunt - Director of Maine Agricultural Fairs

Monmouth Fair

Paul Fox - Board Member