

## CITY COUNCIL MEETING NOTICE AND AGENDA



Notice is hereby given that the City Council of Caribou will hold a City Council Meeting on **Monday, June 27, 2022**, in the Council Chambers located at 25 High Street, **6:00 pm**.

THE MEETING WILL BE BROADCAST ON CABLE CHANNELS 8 & 1301 AND THE CITY'S YOUTUBE CHANNEL.

1. Roll Call
2. Invocation/Inspirational Thought
3. Pledge of Allegiance
4. Public Forum (**PUBLIC COMMENTS SUBMITTED TO THE CITY CLERK PRIOR TO 4:30PM ON THE MEETING DATE WILL BE SHARED WITH THE COUNCIL DURING PUBLIC FORUM. Email [dbrissette@cariboumaine.org](mailto:dbrissette@cariboumaine.org)**)
5. Minutes **Pages**
  - a. June 22, 2022 Special City Council meeting 02-04
6. Bid Openings, Awards, and Appointments
7. Public Hearings and Possible Action Items
8. Reports by Staff and Committees
  - a. Update on 2022 Tax Commitment – Assessor's Agent 05
  - b. May 2022 Financials – Finance Director 06-22
  - c. Bid on tax-acquired property at 20 Sincock Street – Finance Director 23-24
  - d. Manager's report 25-26
9. New Business, Ordinances and Resolutions
  - a. Aroostook County ARPA Grant contract 27-33
  - b. Send out RFP for repairs as recommended by the Municipal Buildings Committee 34-37
10. Old Business
  - a. Veteran's Memorial Park Association 38-40
  - b. Finalize Credit Enhancement Agreement with Gagnon's Rental Properties, LLC 41-55
11. Reports and Discussion by Mayor and Council Members
12. Next Regular Meetings: July 25, August 22, September 12 & 26
13. Executive Session(s) (May be called to discuss matters identified under MRSA, Title 1, §405.6.A)
14. Adjournment

If you are planning to attend this Public Meeting and due to a disability, need assistance in understanding or participating in the meeting, please notify the City Clerk ten or more hours in advance and we will, within reason, provide what assistance may be required.

### Certificate of Mailing/Posting

The undersigned duly appointed City official for the municipality of Caribou City hereby certifies that a copy of the foregoing Notice and Agenda was posted at City Offices and on-line in accordance with City noticing procedures.

BY: \_\_\_\_\_ Danielle Brissette, City Clerk

**Council Agenda Item #1:** Roll Call

The Caribou City Council held a Special City Council Meeting on Wednesday, June 22, 2022, at 6:00 p.m. in Council Chambers with the following members present: Mayor Smith, Deputy Mayor Boma, Councilors Goughan, Morrell, Morrill, Theriault and Willey.

Penny Thompson, City Manager was present at the meeting.

The meeting was broadcasted via Spectrum and YouTube.

**Council Agenda Item #2:** Invocation / Inspirational Thought

Mayor Smith read an invocation.

**Council Agenda Item #3:** Pledge of Allegiance

Mayor Smith led the Pledge of Allegiance.

**Council Agenda Item #4:** Public Forum

There were no comments made by the public.

**Council Agenda Item #5:** Public Hearings and Possible Action Items

- a. Public Hearing on the Community Development Block Grant application that will be submitted on behalf of C&J Service Center for equipment upgrades and the hiring of one full-time and one part-time employee at the business

Open Public Hearing: 6:02 p.m.

Manager Thompson explained that City staff did a considerable amount of outreach to find projects for the latest round of CDBG funding. Interested individuals were directed to NMDC to get help in seeing if the project fit the program criteria. Several businesses sought help, and only one had a suitable project to bring forward – C&J Service Center. Graham Warne from NMDC is working on the application. There is no cost for the City to proceed. If the grant is approved, the City would act as the administrator.

Tonight, we are conducting a public hearing.

C&J Service Center is applying for \$50,000 to match \$50,000 of their own funds. These funds will be used to replace outdated equipment including: two shop lifts, tire machine, wheel balancer, diagnostic computer and software, ice cream cooler and cash register.

The upgrades would increase the tax revenue for the City of Caribou through the Business Equipment Tax Exemption program and will replace older low-value equipment.

Councilor Morrell congratulated C&J for growing and investing in their business.

Paul R Camping of the Grimes Road in Caribou-

Mr. Camping explained that he has been a customer of C&J's for about fourteen years. He explained he has had his automobiles repaired there and purchased gas there along with other supplies. He explained that they are a great asset to the community, and that when you find a good mechanic that can repair your vehicle for a good price you don't want to lose them. He stated that he is speaking in favor of the Community Development Block Grant, and that they are worthy of getting the additional help. He looks forward to having his next car repaired in a modern facility.

John Cook of Caribou-

Mr. Cook came to provide support to the Haney's and the grant process. He told a story about one time when they left the movies, they hit a pothole in Presque Isle blowing two tires on their car. They were able to call Haney's and get towed all the way back and were only charged \$50 for the tow. The next day they were called and had two new tires on their vehicle and could go get it. They are dependable and their prices are more than fair.

Richard Learnard of the Country Road in Caribou -

Mr. Learnard came to go on the public record that he is happy that C&J's is able to receive the grant, and to participate in the grant process.

Freeman Cote of the Grimes Mill Road in Caribou Maine –

Mr. Cote came to offer his support to C&J's Service Center. He explained that he goes there for his gas and work on his vehicles and that they always do a good job.

Milo Haney Applicant for the CDBG Block Grant

Mr. Haney explained that he has been in the business for forty-eight years, and for several years they were opened seven days a week until just recently. In the time that he has been opened he has applied for a grant one time before which made it possible for them to purchase the tanks for the gas, and without that grant they would not have been able to continue to sell gas. He extended his gratitude to Penny Thompson for the outreach and giving him the proper resources and connections to help with the grant process. He thanked everyone for supporting C&J's and the opportunity to apply for the grant.

Councilor Morrill congratulated C&J's, and stated that he had a fine-looking building, that they do an excellent job keeping up on the property, and that the store is nice. He reminded them that they should never feel afraid to come in to apply for something.

Mayor Smith explained that when he was reached by the City Manager that they planned a Special meeting to hold the public hearing as part of the process, and that if the grant is awarded the City would be the administrator.

Closed Public Hearing: 6:13 p.m.

Motion made by Councilor Morrill, seconded by Deputy Mayor Boma to grant permission to the Caribou City Manager to sign the application and other necessary documents to have submitted by the deadline of June 28, 2022.

Roll Call Vote: C. Boma – Yes, R.M. Goughan – Yes, D. Morrell – Yes, J. Morrill – Yes, J. Theriault – Yes, L. Willey – Yes, J. Smith – Yes. (So voted)

Mayor Smith asked what the time frame would be to hear back regarding the application

Manager Thompson explained that she is unsure what the timeframe is but that she does not believe that it will be too long. She explained that thanks to the help from Graham Warne from Northern Maine Development Committee for following up and checking on the process, because without his assistance the timelines would not have been met for having the public hearing and preparing the proper notations for the application process because the notification that the first part of the process was complete was mailed to the wrong address.

**Council Agenda Item #6:** Reports and Discussion by Mayor and Council Members

Councilor Goughan asked when they will be voting on the mill rate.

Manager Thompson explained that they are planning on having a discussion regarding it on Monday at the meeting. Maine Revenue Service is currently working with TRIO which is the computer software that is used by many offices throughout the state. The assessment is not currently complete for the season due to being hired late in the season, and the contracted assessor will be present at the meeting on Monday night and doing field work on both Monday and Tuesday. TRIO is expecting to have the software fixed in mid to late July before the mil rate could be set.

**Council Agenda Item #7:** Next Regular Meetings:

June 27, July 25, August 22

**Council Agenda Item #8:** Executive Session(s) (May be called to discuss matters identified under MRSA, Title 1, §405.6)

Council did not enter executive session.

**Council Agenda Item #9:** Adjournment

Motion made by Councilor Morrill, seconded by Deputy Mayor Boma to adjourn the meeting at 6:21 p.m.

Vote was unanimous.

Danielle Brissette, secretary

**CARIBOU ADMINISTRATION  
25 HIGH STREET  
CARIBOU, ME. 04736**



**MEMO**

**To: Mayor and City Council Members**  
**From: Penny Thompson, City Manager**  
**Date: June 27, 2022**  
**Re: Update on the 2022 Tax Commitment from Assessor's Agent**

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The Caribou City Charter states in Section 5.06 (e), "The City Council will set the rate of taxation for the City based on the approved budgets of the City, County and RSU39 on or before the 30<sup>th</sup> of June each year."

I will not have the calculations ready for the City Council to set the rate of taxation prior to June 30<sup>th</sup>.

As with many communities in Maine, the City will be certifying at less than 100% in 2022 due to the ratio of sales price to the assessed value. In 2022, Caribou will certify at 95% and all exemptions will be factored by this amount.

At the March 28, 2022, Caribou City Council meeting, the City Council authorized City Manager Penny Thompson to execute a contract with Steven Joseph Salley for real estate assessment services for the 2022 tax year. This followed a period of several months when the City of Caribou had been without a full-time assessor. Staff had done the tasks needed for various functions of the position but recognized that there needed to be a full-time commitment to real estate assessment administration. Deputy Tax Assessor Tony Michaud will still complete all tasks related to Business Personal Property assessment.

Mr. Salley has been working on a part-time contract basis and is making great progress on the various tasks associated with the 2022 tax commitment.

Mr. Salley is in Caribou doing field work to finalize the real estate numbers and will be giving the City Council updates on his work so far.

**Suggestion Action:**

No action required.

# General Ledger Summary Report

Fund(s): ALL

May

Account	Beginning	Beg Bal	Curr Mnth	--- Y T D ---		Balance
	Balance	Net	Net	Debits	Credits	Net
<b>1 - Gen Fund</b>	4,406.30	0.00	0.00	24,127,306.04	24,127,306.04	0.00
<b>Assets</b>	<b>11,073,934.32</b>	<b>11,008,315.66</b>	<b>-311,465.84</b>	<b>6,655,560.03</b>	<b>9,291,214.00</b>	<b>8,372,661.69</b>
101-00 CASH (BANK OF MACHIAS)	6,142,727.37	6,167,147.14	10,638.36	3,989,962.19	5,999,878.52	4,157,230.81
102-00 RECREATION ACCOUNTS	29,570.42	51,620.01	0.00	0.00	0.00	51,620.01
103-00 NYLANDER CHECKING	1,826.31	1,826.39	0.08	0.39	0.00	1,826.78
110-00 SECTION 125 CHECKING FSA	15,050.98	15,071.58	-1,074.07	14,331.17	5,772.45	23,630.30
110-07 2021 SECTION 125 CHECKING HRA	68,742.83	61,577.23	0.00	0.00	4,656.43	56,920.80
110-08 2022 SECTION 125 CHECKING HRA	0.00	0.00	-4,098.84	86,200.00	24,105.09	62,094.91
111-00 RETIREMENT INVESTMENT	3,000,000.00	3,000,000.00	0.00	0.00	0.00	3,000,000.00
115-00 AMERICAN RESCUE PLAN ACT-NEU'S	241,970.39	83,008.06	301.71	168,290.85	16,657.42	234,641.49
117-00 RLF #10 INVESTMENT	80,678.16	80,691.92	39.53	159,480.53	0.00	240,172.45
120-00 PETTY CASH	960.00	960.00	0.00	0.00	0.00	960.00
123-00 DIESEL INVENTORY	-6,226.03	8,031.30	15,694.27	183,322.75	172,812.92	18,541.13
124-00 GAS INVENTORY	10,496.16	13,701.60	-11,373.22	40,740.00	53,874.67	566.93
125-00 ACCOUNTS RECEIVABLE	59,266.39	85,832.40	-42,479.71	345,038.60	399,279.02	31,591.98
126-00 SWEETSOFT RECEIVABLES	298,075.09	298,075.15	-63,438.82	370,465.15	496,171.60	172,368.70
140-00 RESERVE FOR UNCOLLECTIBLE TAX	-669.87	-669.87	0.00	0.00	0.00	-669.87
174-00 CDC LOANS REC (1280)	47,666.98	47,666.98	0.00	0.00	0.00	47,666.98
180-00 DR. CARY CEMETERY INVESTMENT	1,078.74	1,079.16	0.00	0.41	0.00	1,079.57
181-00 HAMILTON LIBRARY TR. INVEST	1,876.49	1,880.81	0.00	4.24	0.00	1,885.05
182-00 KNOX LIBRARY INVESTMENT	10,295.77	10,324.82	0.00	28.53	0.00	10,353.35
183-00 CLARA PIPER MEM INV	673.74	674.00	0.00	0.26	0.00	674.26
184-00 JACK ROTH LIBRARY INVEST	18,044.55	18,160.88	0.00	100.16	0.00	18,261.04
185-00 KEN MATTHEWS SCHOLARSHIP FUN	7,548.68	7,552.48	0.00	3.72	0.00	7,556.20
187-00 DOROTHY COOPER MEM INV	51,426.00	51,465.75	0.00	38.08	0.00	51,503.83
189-00 MARGARET SHAW LIBRARY INV	13,112.40	13,120.66	0.00	8.10	0.00	13,128.76
190-00 GORDON ROBERTSON MEM INV	11,562.23	11,566.60	0.00	4.27	0.00	11,570.87
191-00 MEMORIAL INVESTMENT	6,198.47	6,202.43	0.00	3.89	0.00	6,206.32
192-00 G. HARMON MEM INV	6,809.52	6,812.10	0.00	2.52	0.00	6,814.62
193-00 BARBARA BREWER FUND	5,582.55	5,591.00	0.00	8.28	0.00	5,599.28
194-00 RODERICK LIVING TRUST	16,536.62	16,547.19	0.00	10.34	0.00	16,557.53
196-00 PHILIP TURNER LIBRARY INV	8,855.72	8,863.49	0.00	6.56	0.00	8,870.05
198-00 TAX ACQUIRED PROPERTY	162,181.12	146,913.21	-1,548.60	0.00	31,552.75	115,360.46
198-19 TAX ACQUIRED PROPERTY 2019	0.00	0.00	0.00	7,995.61	7,995.61	0.00
198-20 TAX ACQUIRED PROPERTY 2020	0.00	0.00	0.00	11,492.44	11,492.44	0.00
198-21 TAX ACQUIRED PROPERTY 2021	0.00	0.00	0.00	16,772.35	16,772.35	0.00
198-22 TAX ACQUIRED PROPERTY 2022	0.00	0.00	0.00	376.29	376.29	0.00
200-21 2021 TAX RECEIVABLE	711,328.14	712,472.67	-339,928.29	289.00	712,761.67	0.00
200-22 2022 TAX RECEIVABLE	-83,711.79	-83,711.79	-45,361.81	1,350.00	209,069.78	-291,431.57
205-16 2016 LIENS RECEIVABLE	9.29	9.29	0.00	0.00	9.29	0.00
205-17 2017 LIENS RECEIVABLE	569.72	569.72	0.00	0.00	569.72	0.00
205-18 2018 LIENS RECEIVABLE	177.75	177.75	0.00	0.00	177.75	0.00
205-19 2019 LIENS RECEIVABLE	316.71	316.71	0.00	0.00	0.00	316.71
205-20 2020 LIENS RECEIVABLE	71,234.16	72,378.69	-10,213.00	0.00	22,609.46	49,769.23
205-21 2021 LIENS RECEIVABLE	0.00	0.00	208,668.69	251,622.20	42,953.51	208,668.69
210-11 2011 PP TAX RECEIVABLE	201.06	201.06	0.00	0.00	0.00	201.06
210-12 2012 PP TAX RECEIVABLE	5,166.61	5,166.61	0.00	0.00	521.10	4,645.51
210-13 2013 PP TAX RECEIVABLE	5,467.93	5,467.93	-183.78	0.00	183.78	5,284.15
210-14 2014 PP TAX RECEIVABLE	6,210.55	6,210.55	0.00	0.00	0.00	6,210.55
210-15 2015 PP TAX RECEIVABLE	12,713.48	12,713.48	0.00	0.00	0.00	12,713.48
210-16 2016 PP TAX RECEIVABLE	10,458.43	10,458.43	0.00	0.00	0.00	10,458.43
210-17 2017 PP TAX RECEIVABLE	10,954.95	10,954.95	-6.39	0.00	6.39	10,948.56

**General Ledger Summary Report**

Fund(s): ALL

May

Account	Beginning Balance	Beg Bal Net	Curr Mnth Net	--- Y T D ---		Balance Net
				Debits	Credits	
<b>1 - Gen Fund CONT'D</b>						
210-18 2018 PP TAX RECEIVABLE	11,926.49	11,926.49	-305.37	0.00	428.19	11,498.30
210-19 2019 PP TAX RECEIVABLE	12,744.96	12,744.96	-4.73	0.00	4.73	12,740.23
210-20 2020 PP TAX RECEIVABLE	16,138.82	16,138.82	-129.58	0.00	925.37	15,213.45
210-21 2021 PP TAX RECEIVABLE	27,987.77	27,987.77	-3,098.27	0.00	11,317.84	16,669.93
210-22 2022 PP TAX RECEIVABLE	-67.73	-67.73	-29.00	0.00	211.08	-278.81
303-00 FEDERAL WITHHOLDING	0.00	0.00	0.00	161,584.24	161,584.24	0.00
304-00 FICA W/H	18.26	18.26	0.00	210,371.82	210,371.82	18.26
305-00 MEDICARE WITHHOLDING	4.27	4.27	0.00	49,200.16	49,200.16	4.27
306-00 STATE WITHHOLDING	0.00	0.00	0.00	69,684.91	69,684.91	0.00
307-00 M.S.R.S. W/H	73.65	73.65	0.00	48,783.72	48,783.72	73.65
307-01 MSRS EMPLOYER	-140.08	-140.10	-0.12	66,329.18	66,329.72	-140.64
308-00 AFLAC INSURANCE	-1.84	0.00	-0.17	3,533.80	3,534.65	-0.85
309-00 DHS WITHHOLDING	0.00	0.00	0.00	2,354.00	2,354.00	0.00
312-00 HEALTH INS. W/H	-24,820.25	-24,600.71	-589.01	105,732.15	107,252.68	-26,121.24
314-00 UNITED WAY W/H	0.00	0.00	0.00	63.00	63.00	0.00
315-00 TEAMSTERS W/H	0.00	0.00	0.00	1,472.00	1,472.00	0.00
315-01 FIREFIGHTERS UNION W/H	0.00	0.00	0.00	4,589.40	4,589.40	0.00
316-00 COUNCIL #93 W/H	0.00	0.00	0.00	1,638.00	1,638.00	0.00
318-00 MMA INCOME PROTECTION	-7,836.47	-7,836.47	180.62	15,554.17	15,429.11	-7,711.41
319-00 REAL ESTATE TAX W/H	0.00	0.00	0.00	13,704.00	13,704.00	0.00
320-00 ICMA RETIREMENT CORP	0.00	0.00	0.00	59,839.81	59,839.81	0.00
320-01 ICMA EMPLOYER MATCH	0.00	0.00	0.00	13,350.50	13,350.50	0.00
322-00 RETIRED HEALTH INS PROGRAM	-23.21	-23.21	0.00	5,887.30	5,887.30	-23.21
323-00 MMA SUPP. LIFE INSURANCE	-2,010.67	-2,010.67	40.82	3,725.10	3,721.01	-2,006.58
324-00 MISC. WITHHOLDING	0.00	0.00	0.00	630.00	630.00	0.00
325-00 DED. FOR VALIC	0.00	0.00	0.00	15,037.08	15,037.08	0.00
325-01 VALIC EMPLOYER MATCH	0.00	0.00	0.00	2,434.42	2,434.42	0.00
329-00 SALES TAX COLLECTED	-104.40	-104.40	0.00	104.40	48.06	-48.06
330-00 VEHICLE REG FEE (ST. OF ME)	-2,837.00	0.00	-3,572.00	104,462.50	113,042.00	-8,579.50
331-00 BOAT REG FEE INLAND FISHERIES	-144.00	0.00	-3,973.44	2,609.00	8,907.44	-6,298.44
332-00 SNOWMOBILE REG (F&W)	-14,704.23	0.00	0.00	22,226.50	22,226.50	0.00
333-00 ATV REGISTRATION (F&W)	0.00	0.00	-14,272.52	45.00	14,317.52	-14,272.52
335-00 PLUMBING PERMITS (ST. OF ME)	-2,006.35	-141.35	0.00	0.00	62.50	-203.85
336-00 CONCEALED WEAPON PERMIT	-300.00	-300.00	180.00	435.00	255.00	-120.00
338-00 CONNOR EXCISE TAX	-104.24	-104.24	-226.38	15,289.74	22,698.18	-7,512.68
339-00 CONNOR BOAT EXCISE	69.80	69.80	-23.80	10.00	43.80	36.00
340-00 DOG LICENSES (ST. OF ME)	-702.00	0.00	29.00	1,687.00	1,737.00	-50.00
341-00 FISHING LICENSES (ST. OF ME)	-289.00	0.00	-839.00	1,400.00	2,789.00	-1,389.00
342-00 HUNTING LICENSES (ST. OF ME)	-1,953.00	0.00	-469.00	1,953.25	3,158.25	-1,205.00
347-00 NEPBA UNION PD	0.00	0.00	0.00	1,890.00	1,890.00	0.00
<b>Liabilities</b>	<b>7,250,695.03</b>	<b>7,396,071.39</b>	<b>-234,417.94</b>	<b>1,822,744.46</b>	<b>539,590.98</b>	<b>6,112,917.91</b>
and Fund	0.00	0.00	0.00	0.00	0.00	0.00
Balances	7,250,695.03	7,396,071.39	-234,417.94	1,822,744.46	539,590.98	6,112,917.91
352-00 NYLANDER MUSEUM RESERVE	-8,197.97	-8,197.97	0.00	0.00	17,688.83	9,490.86
360-00 RETIREMENT INV FUND	3,000,000.00	3,000,000.00	0.00	0.00	0.00	3,000,000.00
360-01 AMERICA RESCUE PLAN ACT-NEU'S	241,970.39	241,970.39	-39.87	8,174.83	465.86	234,261.42
362-00 RLF #10 RESERVE	80,678.16	80,691.92	39.53	0.00	159,480.53	240,172.45
365-01 COMMUNITY POOL IMPROVEMENT	2,566.19	2,566.19	0.00	0.00	0.00	2,566.19
365-02 REC CENTER IMPROVEMENTS	2,414.06	2,414.06	0.00	0.00	755.50	3,169.56
365-03 LAND ACQUISTIONS/EASEMENTS	8,340.00	8,340.00	0.00	0.00	0.00	8,340.00
365-04 RAILS TO TRAILS PROGRAM	22,493.76	22,493.76	10,000.00	0.00	20,000.00	42,493.76

# General Ledger Summary Report

Fund(s): ALL

May

Account	Beginning Balance	Beg Bal Net	Curr Mnth Net	---- Y T D ----		Balance Net
				Debits	Credits	
<b>1 - Gen Fund CONT'D</b>						
365-05 PARK IMPROVEMENT RESERVE	3,766.31	3,766.31	437.00	0.00	475.40	4,241.71
365-07 REC/PARKS COMPUTER RESERVE	-604.00	-604.00	0.00	0.00	0.00	-604.00
365-09 RECREATION EQUIPMENT RESERVE	-9,458.33	-9,458.33	0.00	0.00	0.00	-9,458.33
365-10 REC LAWN MOWER RESERVE	12,595.44	12,595.44	0.00	0.00	0.00	12,595.44
365-12 CRX/TOS RESERVE	1,932.82	1,932.82	-359.00	1,570.32	4,462.73	4,825.23
365-13 RECREATION - COLLINS POND	10,921.50	10,921.50	0.00	0.00	0.00	10,921.50
365-18 REC SCHOLARSHIPS	2,551.22	2,551.22	0.00	0.00	0.00	2,551.22
365-19 CIVIC BEAUTIFICATION RESERVE	5.14	5.14	0.00	0.00	0.00	5.14
365-20 SKI TRAIL PROGRAM	277.00	277.00	0.00	0.00	120.00	397.00
365-21 RD TRAILS GRANT	0.47	0.47	0.00	0.00	0.00	0.47
365-22 NON APPROP SKI RENTAL PROGRAM	13,112.71	12,008.09	-1,573.70	2,859.39	1,200.00	10,348.70
365-24 CADET RESERVE	482.56	482.56	0.00	0.00	0.00	482.56
365-25 COMMUNITY BULLETIN BOARD	200.00	200.00	0.00	0.00	0.00	200.00
365-26 SPLASH PAD RESERVE	27,967.08	27,967.08	0.00	0.00	0.00	27,967.08
365-27 PARK VEHICLE RESERVE	4,730.00	4,730.00	0.00	0.00	0.00	4,730.00
366-00 ASSESSMENT RESERVE	-360.00	-360.00	180.00	0.00	180.00	-180.00
366-01 LIBRARY BUILDING RESERVE	29,191.03	29,191.03	0.00	0.00	0.00	29,191.03
366-02 LIBRARY MEMORIAL FUND	42,542.80	42,542.80	-194.47	1,432.69	390.00	41,500.11
366-03 LIBRARY COMPUTER RESERVE	1,208.20	1,208.20	0.00	0.00	0.00	1,208.20
366-12 KING GRANT	1,565.11	1,565.11	0.00	0.00	0.00	1,565.11
367-01 POLICE DONATED FUNDS	27,683.44	27,567.81	-100.00	7,362.18	50.00	20,255.63
367-02 POLICE DEPT EQUIPMENT	59,673.59	61,497.41	212.50	4,383.87	33,315.38	90,428.92
367-03 POLICE CAR RESERVE	1,719.21	1,719.21	3,000.00	0.00	8,855.60	10,574.81
367-04 POLICE CAR VIDEO SYSTEM	3,128.75	3,128.75	0.00	0.00	0.00	3,128.75
367-05 DRINK GRANT PERSONNEL	16,349.39	16,349.39	780.05	900.05	1,415.82	16,865.16
367-06 PD COMPUTER RESERVE	8,388.22	8,388.22	0.00	3,080.00	0.00	5,308.22
367-07 POLICE DIGITAL FILING	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00
367-08 MAJOR SYSTEMS REPLACEMENT	43,622.49	43,622.49	0.00	0.00	0.00	43,622.49
367-09 NEW POLICE STATION	6,336.02	6,336.02	0.00	0.00	0.00	6,336.02
367-10 POLICE OFFICER RECRUITMENT RES	54,000.00	54,000.00	0.00	0.00	0.00	54,000.00
368-01 FIRE EQUIPMENT RESERVE	-115,030.29	-115,030.29	0.00	0.00	0.00	-115,030.29
368-02 FIRE HOSE RESERVE	5,006.25	5,006.25	-1,949.00	4,988.00	0.00	18.25
368-03 FIRE DEPT FOAM RESERVE	1,443.50	1,443.50	-1,001.00	1,001.00	0.00	442.50
368-04 FIRE TRAINING BLDG RESERVE	3,226.25	3,226.25	0.00	0.00	0.00	3,226.25
368-05 FIRE DEPT FURNACE	0.14	0.14	0.00	0.00	0.00	0.14
368-06 FIRE/AMB COMPUTER RESERVE	4,164.90	4,164.90	0.00	1,368.00	0.00	2,796.90
368-07 FIRE DISPATCH REMODEL	3,100.00	3,100.00	0.00	0.00	0.00	3,100.00
368-08 FIRE SMALL EQUIPMENT	3,156.05	3,156.05	0.00	0.00	0.00	3,156.05
368-09 FEMA TRUCK GRANT	5.00	5.00	0.00	0.00	0.00	5.00
368-10 FIRE/AMB BUILDING RESERVE	36,974.08	36,974.08	0.00	0.00	0.00	36,974.08
368-12 FIRE/AMB UNIFORM RESERVE	308.00	4,566.59	0.00	0.00	0.00	4,566.59
369-01 AMBULANCE SMALL EQUIP RESERVE	14,320.27	14,320.27	0.00	0.00	0.00	14,320.27
369-02 AMBULANCE STAIRCHAIRS	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
369-03 AMBULANCE RESERVE	2,454.67	2,454.67	0.00	0.00	0.00	2,454.67
370-03 PW EQUIPMENT RESERVE	109,155.16	109,155.16	0.00	0.00	0.00	109,155.16
370-04 STREETS/ROADS RECONSTRUCTION	106,696.35	106,696.35	0.00	0.00	0.00	106,696.35
370-05 CURBING RESERVE	5,178.30	5,178.30	0.00	0.00	0.00	5,178.30
370-06 FUEL TANK RESERVE	-59,533.75	-29,633.30	907.42	0.00	6,654.87	-22,978.43
370-07 PW BUILDING RESERVE	34,546.39	34,546.39	0.00	0.00	0.00	34,546.39
370-09 RIVER ROAD RESERVE	-55,881.75	-55,881.75	0.00	0.00	0.00	-55,881.75
370-10 AIRPORT FUEL TANK RESERVE	1,992.48	1,992.48	0.00	0.00	0.00	1,992.48
371-01 ASSESSMENT REVALUATION RESERV	65,351.91	65,351.91	0.00	0.00	0.00	65,351.91
371-02 ASSESSING COMPUTER RESERVE	-204.50	-204.50	0.00	0.00	0.00	-204.50



**General Ledger Summary Report**

Fund(s): ALL

May

Account	Beginning Balance	Beg Bal Net	Curr Mnth Net	--- Y T D ---		Balance Net
				Debits	Credits	
<b>1 - Gen Fund CONT'D</b>						
371-03 AERIAL PHOTOGRAPHY	2,700.00	2,700.00	0.00	0.00	0.00	2,700.00
371-04 ASSESSING OFFICE EQUIPMENT	730.00	730.00	0.00	0.00	0.00	730.00
372-01 AIRPORT RESERVE	74,939.89	74,939.89	0.00	22,300.30	0.00	52,639.59
372-04 AIRPORT HANGER SECURITY DEPOS	1,430.00	1,430.00	0.00	180.00	370.00	1,620.00
372-06 AIRPORT CARES ACT	0.00	0.00	-3,038.40	6,574.20	31,000.00	24,425.80
373-01 GEN GOVT COMPUTER RESERVE	6,662.97	6,662.97	0.00	0.00	0.00	6,662.97
373-02 CITY COMPREHENSIVE PLAN	27.40	27.40	0.00	0.00	0.00	27.40
373-03 MUNICIPAL BUILDING RESERVE	104,188.62	90,997.12	0.00	1,948.20	0.00	89,048.92
373-04 VITAL RECORDS RESTORATION	776.50	776.50	0.00	0.00	0.00	776.50
373-05 BIO-MASS BOILERS	1,037.51	1,037.51	0.00	55,636.00	0.00	-54,598.49
373-07 T/A PROPERTY REMEDIATION RESEI	12,039.20	12,039.20	0.00	0.00	0.00	12,039.20
373-08 HRA CONTRIBUTION RESERVE	46,160.88	46,160.88	0.00	0.00	0.00	46,160.88
373-10 FLEET VEHICLES	1,221.20	1,221.20	0.00	0.00	0.00	1,221.20
373-12 NBRC BIRDS EYE	-59,203.55	-27,203.55	0.00	0.00	0.00	-27,203.55
373-17 LADDER ENGINE TRUCK 2016	116,601.20	116,601.20	0.00	0.00	0.00	116,601.20
373-20 CDBG USDA 60 ACCESS/BIRDSEYE	21,102.81	21,102.81	0.00	0.00	0.00	21,102.81
373-21 2021 HRA RESERVE	68,742.83	61,577.23	0.00	4,656.43	0.00	56,920.80
373-22 2022 HRA RESERVE	0.00	0.00	-4,098.84	22,905.09	85,000.00	62,094.91
374-00 REC/PARKS COMPUTER RESERVE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
374-01 INDUSTRIAL PARK IMPROVEMENTS	12,440.88	12,440.88	0.00	0.00	0.00	12,440.88
374-03 DOWNTOWN INFRASTRUSTURE	36,415.42	36,415.42	0.00	0.00	0.00	36,415.42
380-01 CAPTS CDBG	-0.64	-0.64	0.00	0.00	0.00	-0.64
385-00 COMMUNITY DEVELOPMENT MATCH	32,674.30	32,674.30	0.00	0.00	0.00	32,674.30
387-00 BOUCHARD TIF	15,569.33	15,569.33	0.00	4,518.07	0.00	11,051.26
388-00 HILLTOP TIF	4,732.12	4,732.12	0.00	0.00	0.00	4,732.12
392-00 PLANNING/ENGINEERING RESERVE	6,241.09	6,241.09	0.00	0.00	0.00	6,241.09
398-00 RECREATION ACCTS FUND BALANCE	29,570.42	51,620.01	0.00	0.00	0.00	51,620.01
399-00 PARKING LOT MAINTENANCE RES	56,366.51	56,366.51	0.00	0.00	0.00	56,366.51
402-00 CDC ECONOMIC DEVELOPMENT	240,000.00	240,000.00	0.00	0.00	0.00	240,000.00
403-00 CDC REVOLVING LOAN	392,968.39	392,968.39	0.00	0.00	0.00	392,968.39
406-00 TRAILER PARK RESERVE	44,753.41	57,262.18	164.40	0.00	164.40	57,426.58
407-00 COUNTY TAX	2.13	2.13	0.00	0.00	0.00	2.13
414-00 CEMETARY RERSERVE	200.00	200.00	0.00	0.00	0.00	200.00
415-00 LIONS COMMUNITY CENTER RESERVI	16,056.20	16,056.20	0.00	0.00	0.00	16,056.20
417-00 COMPENSATED ABSENCES	83,485.66	83,485.66	0.00	3,972.10	3,972.10	83,485.66
419-00 DUE FROM CDC (1280)	47,666.98	47,666.98	0.00	0.00	0.00	47,666.98
421-00 DEFERRED TAX REVENUE	859,755.36	905,895.88	0.00	0.00	0.00	905,895.88
422-00 KEN MATTHEWS SCHOLARSHIP FUN	7,548.68	7,552.48	0.00	0.00	3.72	7,556.20
423-00 DR. CARY CEMETERY TRUST FUND	1,078.74	1,079.16	0.00	0.00	0.41	1,079.57
424-00 HAMILTON LIBRARY TRUST FUND	1,876.49	1,880.81	0.00	0.00	4.24	1,885.05
425-00 KNOX LIBRARY MEMORIAL FUND	10,295.77	10,324.82	0.00	0.00	28.53	10,353.35
426-00 CLARA PIPER MEM FUND	673.74	674.00	0.00	0.00	0.26	674.26
427-00 JACK ROTH LIBRARY MEM FUND	18,044.55	18,160.88	-240.90	1,234.50	100.16	17,026.54
429-00 BARBARA BREWER FUND	5,582.55	5,591.00	0.00	0.00	8.28	5,599.28
430-00 D. COOPER MEM FUND	51,426.00	51,465.75	0.00	2,000.00	38.08	49,503.83
432-00 MARGARET SHAW LIBRARY MEMORI	13,112.40	13,120.66	0.00	0.00	8.10	13,128.76
433-00 GORDON ROBERTSON MEM FUND	11,562.23	11,566.60	0.00	0.00	4.27	11,570.87
434-00 MEMORIAL INVESTMENT	6,198.47	6,202.43	0.00	0.00	3.89	6,206.32
435-00 RODERICK LIVING TRUST	16,536.62	16,547.19	0.00	0.00	10.34	16,557.53
436-00 AMBULANCE REIMBURSEMENT	19,267.07	19,267.07	-523.56	2,524.59	1,541.43	18,283.91
437-00 DEFERRED AMBULANCE REVENUE	433,982.22	298,075.15	0.00	0.00	0.00	298,075.15
438-00 PHILIP TURNER LIBRARY MEMORIAL	8,855.72	8,863.49	0.00	0.00	6.56	8,870.05
441-00 AMBULANCE FUND BALANCE	1,005.62	1,005.62	0.00	0.00	0.00	1,005.62

# General Ledger Summary Report

Fund(s): ALL  
May

Account	Beginning Balance	Beg Bal Net	Curr Mnth Net	---- Y T D ----		Balance Net
				Debits	Credits	
<b>1 - Gen Fund CONT'D</b>						
447-00 EMA EQUIP RESERVE	1,991.79	1,991.79	0.00	0.00	0.00	1,991.79
450-00 RESOURCE RESERVE ACCOUNT	188,540.10	188,540.10	0.00	0.00	0.00	188,540.10
456-00 TAX REFIEF FUNDS 2021	0.00	194,790.77	0.00	0.00	0.00	194,790.77
457-00 HOMELAND SECURITY RESERVE	2,277.92	2,277.92	0.00	0.00	0.00	2,277.92
460-00 YARD SALE	-805.82	-805.82	-282.50	1,007.17	1,185.00	-627.99
461-00 CRAFT FAIR	6,480.19	6,480.19	0.00	0.00	0.00	6,480.19
462-00 CDBG HOUSING REHABILITATION	3,921.87	3,921.87	0.00	0.00	0.00	3,921.87
463-00 MISC EVENTS	-251.87	-251.87	0.00	0.00	0.00	-251.87
465-00 THURSDAYS ON SWEDEN	-41.36	-41.36	0.00	0.00	0.00	-41.36
465-01 STORY OF CARIBOU	732.00	732.00	0.00	0.00	0.00	732.00
466-00 HERITAGE DAY	-8,000.00	-8,000.00	0.00	0.00	0.00	-8,000.00
467-00 MARATHON	-45,252.36	-45,252.36	0.00	0.00	0.00	-45,252.36
469-00 DENTAL INSURANCE	2,122.85	2,122.85	288.69	7,232.04	7,996.46	2,887.27
470-00 EYE INUSRANCE	577.68	577.68	30.68	1,290.51	1,375.55	662.72
471-00 RC2 TIF	111,599.42	111,599.42	0.00	0.00	0.00	111,599.42
472-00 ANIMAL WELFARE	13,587.21	13,655.21	145.00	50.00	2,158.00	15,763.21
473-00 DOWNTOWN TIF	15,420.00	15,420.00	0.00	0.00	0.00	15,420.00
474-00 CADET RESERVE	200.00	200.00	0.00	0.00	0.00	200.00
477-00 LED STREET LIGHTS	88,575.53	88,575.53	0.00	0.00	0.00	88,575.53
478-00 G. HARMON MEM FUND	6,809.52	6,812.10	0.00	0.00	2.52	6,814.62
480-00 CITY RETIREMENT	1,079.76	1,079.76	0.00	0.00	0.00	1,079.76
483-02 DUE TO FUND 2	837,346.46	837,346.46	72,160.71	0.00	82,815.26	920,161.72
483-03 DUE TO FUND 3	813,456.89	821,692.91	7,081.11	0.00	31,935.15	853,628.06
483-04 DUE TO FUND 4	406,290.10	406,290.10	5,265.92	0.00	21,063.68	427,353.78
483-05 DUE TO FUND 5	3,531,343.23	3,531,343.31	3,030.68	0.00	6,122.53	3,537,465.84
484-02 DUE FROM FUND 2	-793,962.35	-796,149.74	-347.34	55,192.07	0.00	-851,341.81
484-03 DUE FROM FUND 3	-696,922.70	-697,738.65	-6,169.70	39,176.19	0.00	-736,914.84
484-04 DUE FROM FUND 4	-377,711.29	-377,820.67	-3,547.00	18,898.80	0.00	-396,719.47
484-05 DUE FROM FUND 5	-2,901,682.68	-2,947,470.64	-19,316.15	50,700.47	0.00	-2,998,171.11
486-00 RETIREMENT RESERVE	4,139.00	4,139.00	0.00	0.00	0.00	4,139.00
488-00 CHRISTMAS LIGHTS	-1,500.70	-1,500.70	0.00	2,420.00	0.00	-3,920.70
490-00 T/A PROPERTY REMEDIATION RES	20,487.90	20,487.90	769.52	0.00	5,942.74	26,430.64
493-00 RSU 39 COMMITMENT	-1,082,828.12	-1,082,828.12	-296,038.92	1,480,194.60	0.00	-2,563,022.72
494-00 TRI COMMUNITY/AWS	324,082.00	324,082.00	0.00	0.00	0.00	324,082.00
496-00 BIRTH RECORDS STATE FEE	64.00	0.00	-32.00	308.40	371.60	63.20
497-00 DEATH RECORDS STATE FEE	183.20	0.00	-81.60	623.60	725.60	102.00
498-00 MARRIAGE RECORDS STATE FEE	21.60	0.00	22.80	80.80	121.60	40.80
<b>Fund Balance</b>	<b>3,818,832.99</b>	<b>3,612,244.27</b>	<b>-77,047.90</b>	<b>15,649,001.55</b>	<b>14,296,501.06</b>	<b>2,259,743.78</b>
500-00 EXPENDITURE CONTROL	0.00	0.00	-701,915.10	3,772,383.86	11,834,247.53	8,061,863.67
510-00 REVENUE CONTROL	0.00	0.00	624,867.20	10,142,095.69	2,462,253.53	-7,679,842.16
600-00 FUND BALANCE	3,818,832.99	3,612,244.27	0.00	1,734,522.00	0.00	1,877,722.27
<b>2 - Snowmoible Trail Maintenance</b>						
<b>Assets</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>200,045.33</b>	<b>200,045.33</b>	<b>0.00</b>
<b>Liabilities</b>	<b>35,459.53</b>	<b>37,646.92</b>	<b>286.63</b>	<b>82,815.26</b>	<b>137,382.07</b>	<b>92,213.73</b>
and Fund	0.00	0.00	0.00	0.00	0.00	0.00
Balances	35,459.53	37,646.92	286.63	82,815.26	137,382.07	92,213.73
365-11 TRAIL MAINTENANCE RESERVE	78,843.64	78,843.64	72,100.00	0.00	82,190.00	161,033.64
483-01 DUE TO FUND 1	793,962.35	796,149.74	347.34	0.00	55,192.07	851,341.81

# General Ledger Summary Report

Fund(s): ALL  
May

Account	Beginning Balance	Beg Bal Net	Curr Mnth Net	--- Y T D --- Debits Credits		Balance Net
<b>2 - Snowmoible Trail Maintenance CONT'D</b>						
484-01 DUE FROM FUND 1	-837,346.46	-837,346.46	-72,160.71	82,815.26	0.00	-920,161.72
<b>Fund Balance</b>	<b>-35,459.53</b>	<b>-37,646.92</b>	<b>-286.63</b>	<b>117,230.07</b>	<b>62,663.26</b>	<b>-92,213.73</b>
500-00 Expense Control	0.00	0.00	-286.63	55,192.07	62,098.71	6,906.64
510-00 Revenue Control	0.00	0.00	0.00	62,038.00	564.55	-61,473.45
600-00 Fund Balance	-35,459.53	-37,646.92	0.00	0.00	0.00	-37,646.92
<b>3 - Housing Department</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>202,610.34</b>	<b>202,610.34</b>	<b>0.00</b>
<b>Assets</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Liabilities</b>	<b>-55,138.01</b>	<b>-62,558.08</b>	<b>-911.41</b>	<b>31,935.15</b>	<b>39,176.19</b>	<b>-55,317.04</b>
and Fund	0.00	0.00	0.00	0.00	0.00	0.00
Balances	-55,138.01	-62,558.08	-911.41	31,935.15	39,176.19	-55,317.04
409-00 HOUSING RESERVE	61,396.18	61,396.18	0.00	0.00	0.00	61,396.18
483-01 DUE TO FUND 1	696,922.70	697,738.65	6,169.70	0.00	39,176.19	736,914.84
484-01 DUE TO FUND 1	-813,456.89	-821,692.91	-7,081.11	31,935.15	0.00	-853,628.06
<b>Fund Balance</b>	<b>55,138.01</b>	<b>62,558.08</b>	<b>911.41</b>	<b>170,675.19</b>	<b>163,434.15</b>	<b>55,317.04</b>
500-00 Expense Control	0.00	0.00	-6,169.70	39,176.19	125,499.00	86,322.81
510-00 Revenue Control	0.00	0.00	7,081.11	131,499.00	31,935.15	-99,563.85
600-00 Fund Balance	55,138.01	62,558.08	0.00	0.00	6,000.00	68,558.08
<b>4 - FSS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>103,153.48</b>	<b>103,153.48</b>	<b>0.00</b>
<b>Assets</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Liabilities</b>	<b>-28,578.81</b>	<b>-23,469.43</b>	<b>-1,718.92</b>	<b>21,063.68</b>	<b>18,898.80</b>	<b>-25,634.31</b>
and Fund	0.00	0.00	0.00	0.00	0.00	0.00
Balances	-28,578.81	-23,469.43	-1,718.92	21,063.68	18,898.80	-25,634.31
409-00 HOUSING RESERVE	0.00	5,000.00	0.00	0.00	0.00	5,000.00
483-01 DUE TO FUND 1	377,711.29	377,820.67	3,547.00	0.00	18,898.80	396,719.47
484-01 DUE FROM FUND 1	-406,290.10	-406,290.10	-5,265.92	21,063.68	0.00	-427,353.78
<b>Fund Balance</b>	<b>28,578.81</b>	<b>23,469.43</b>	<b>1,718.92</b>	<b>82,089.80</b>	<b>84,254.68</b>	<b>25,634.31</b>
500-00 Expense Control	0.00	0.00	-3,547.00	18,898.80	52,419.00	33,520.20
510-00 Revenue Control	0.00	0.00	5,265.92	63,191.00	21,063.68	-42,127.32
600-00 Fund Balance	28,578.81	23,469.43	0.00	0.00	10,772.00	34,241.43
<b>5 - ECONOMIC DEV</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>418,849.00</b>	<b>418,849.00</b>	<b>0.00</b>
<b>Assets</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Liabilities</b>	<b>-382,619.46</b>	<b>-336,831.58</b>	<b>19,285.47</b>	<b>6,122.53</b>	<b>56,792.01</b>	<b>-286,162.10</b>
and Fund	0.00	0.00	0.00	0.00	0.00	0.00
Balances	-382,619.46	-336,831.58	19,285.47	6,122.53	56,792.01	-286,162.10
473-00 DOWNTOWN TIF	-6,356.70	-6,356.70	0.00	0.00	0.00	-6,356.70
474-00 TRAIL GROOMER RESERVE	3,245.83	3,245.83	0.00	0.00	3,091.54	6,337.37
475-00 REVOLVING LOAN RESERVE	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00

### General Ledger Summary Report

Fund(s): ALL

May

Account	Beginning Balance	Beg Bal Net	Curr Mnth Net	---- Y T D ----		Balance Net
				Debits	Credits	
<b>5 - ECONOMIC DEV CONT'D</b>						
476-00 FIRE STATION RESERVE	50,151.96	50,151.96	0.00	0.00	0.00	50,151.96
477-02 CEA IRVING	0.00	0.00	1,000.00	0.00	1,000.00	1,000.00
477-03 CEA PELLETIER ENTERPRISES	0.00	0.00	1,000.00	0.00	1,000.00	1,000.00
477-04 CEA NORTH STATE TRANSPORT	0.00	0.00	1,000.00	0.00	1,000.00	1,000.00
483-01 DUE TO FUND 1	2,901,682.68	2,947,470.64	19,316.15	0.00	50,700.47	2,998,171.11
484-01 DUE FROM FUND 1	-3,531,343.23	-3,531,343.31	-3,030.68	6,122.53	0.00	-3,537,465.84
<b>Fund Balance</b>	<b>382,619.46</b>	<b>336,831.58</b>	<b>-19,285.47</b>	<b>412,726.47</b>	<b>362,056.99</b>	<b>286,162.10</b>
500-00 Expense Control	0.00	0.00	-19,285.55	50,700.47	362,056.60	311,356.13
510-00 Revenue Control	0.00	0.00	0.08	315,000.00	0.39	-314,999.61
600-00 Fund Balance	382,619.46	336,831.58	0.00	47,026.00	0.00	289,805.58
<b>Final Totals</b>	<b>4,406.30</b>	<b>0.00</b>	<b>0.00</b>	<b>25,051,964.19</b>	<b>25,051,964.19</b>	<b>0.00</b>

### Expense Summary Report

Fund: 1

May

Account	Budget Net	Curr Mnth Net	YTD Net	Unexpended Balance	Percent Spent
10 - GENERAL GOVERNMENT	791,567.00	75,830.45	319,336.06	472,230.94	40.34
17 - HEALTH & SANITATION	257,578.00	42,000.00	110,040.00	147,538.00	42.72
18 - MUNICIPAL BUILDING	74,790.00	6,036.24	36,090.18	38,699.82	48.26
20 - GENERAL ASSISTANCE	41,071.00	1,482.26	9,433.00	31,638.00	22.97
22 - TAX ASSESSMENT	209,159.00	21,790.91	70,911.13	138,247.87	33.90
25 - LIBRARY	231,669.00	18,116.72	91,626.68	140,042.32	39.55
31 - FIRE/AMBULANCE DEPARTMENT	2,622,708.00	196,962.72	1,026,961.80	1,595,746.20	39.16
35 - POLICE DEPARTMENT	1,763,342.00	124,829.41	688,912.70	1,074,429.30	39.07
38 - PROTECTION	367,000.00	28,876.38	144,334.39	222,665.61	39.33
39 - CARIBOU EMERGENCY MANAGEMENT	13,594.00	233.39	3,191.47	10,402.53	23.48
40 - PUBLIC WORKS	2,475,356.00	125,489.73	853,424.92	1,621,931.08	34.48
50 - RECREATION DEPARTMENT	566,616.00	34,754.89	235,932.17	330,683.83	41.64
51 - PARKS	181,930.00	13,029.80	63,771.43	118,158.57	35.05
60 - AIRPORT	100,135.00	2,204.58	46,458.18	53,676.82	46.40
61 - CARIBOU TRAILER PARK	12,650.00	534.77	4,177.03	8,472.97	33.02
65 - CEMETERIES	6,850.00	0.00	0.00	6,850.00	0.00
70 - INS & RETIREMENT	91,376.00	2,818.09	21,487.49	69,888.51	23.52
75 - CONTRIBUTIONS	7,648.00	0.00	0.00	7,648.00	0.00
80 - UNCLASSIFIED	31,275.00	6,924.76	9,471.70	21,803.30	30.29
85 - CAPITAL IMPROVEMENTS	1,951,110.00	0.00	0.00	1,951,110.00	0.00
Final Totals	11,797,424.00	701,915.10	3,735,560.33	8,061,863.67	31.66

### Expense Summary Report

Fund: 2

May

Account	Budget Net	Curr Mnth Net	YTD Net	Unexpended Balance	Percent Spent
52 - SNOWMOIBLE TRAIL MAINTENANCE	62,038.00	286.63	55,131.36	6,906.64	88.87
Final Totals	62,038.00	286.63	55,131.36	6,906.64	88.87

### Expense Summary Report

Fund: 3  
May

Account	Budget Net	Curr Mnth Net	YTD Net	Unexpended Balance	Percent Spent
24 - HOUSING	125,499.00	6,169.70	39,176.19	86,322.81	31.22
Final Totals	125,499.00	6,169.70	39,176.19	86,322.81	31.22

### Expense Summary Report

Fund: 4

May

Account	Budget Net	Curr Mnth Net	YTD Net	Unexpended Balance	Percent Spent
96 - SECTION 8 - FSS PROGAM	52,419.00	3,547.00	18,898.80	33,520.20	36.05
Final Totals	52,419.00	3,547.00	18,898.80	33,520.20	36.05



### Expense Summary Report

Fund: 5

May

Account	Budget Net	Curr Mnth Net	YTD Net	Unexpended Balance	Percent Spent
11 - ECONOMIC DEVELOPMENT	308,853.00	17,263.93	40,708.79	268,144.21	13.18
12 - NYLANDER MUSEUM	53,173.00	2,021.62	9,961.08	43,211.92	18.73
Final Totals	362,026.00	19,285.55	50,669.87	311,356.13	14.00

### Revenue Summary Report

Fund: 1

May

Account	Budget Net	Curr Mnth Net	YTD Net	Uncollected Balance	Percent Collected
10 - GENERAL GOVERNMENT	6,774,015.00	618,516.82	1,697,057.96	5,076,957.04	25.05
18 - MUNICIPAL BUILDING	2,000.00	0.00	0.00	2,000.00	0.00
20 - GENERAL ASSISTANCE	20,000.00	462.56	3,113.72	16,886.28	15.57
22 - TAX ASSESSMENT	1,045,000.00	0.00	630.00	1,044,370.00	0.06
23 - CODE ENFORCEMENT	10,025.00	890.00	1,737.50	8,287.50	17.33
25 - LIBRARY	5,100.00	211.25	1,194.55	3,905.45	23.42
31 - FIRE/AMBULANCE DEPARTMENT	1,855,543.00	642.22	581,625.78	1,273,917.22	31.35
35 - POLICE DEPARTMENT	87,220.00	592.00	6,449.00	80,771.00	7.39
39 - CARIBOU EMERGENCY MANAGEMENT	2,400.00	0.00	600.00	1,800.00	25.00
40 - PUBLIC WORKS	200,699.00	0.00	65,699.00	135,000.00	32.74
50 - RECREATION DEPARTMENT	6,600.00	485.00	6,553.75	46.25	99.30
51 - PARKS	300.00	0.00	0.00	300.00	0.00
60 - AIRPORT	44,000.00	3,067.35	18,398.58	25,601.42	41.81
70 - INS & RETIREMENT	10,000.00	0.00	0.00	10,000.00	0.00
Final Totals	10,062,902.00	624,867.20	2,383,059.84	7,679,842.16	23.68

### Revenue Summary Report

Fund: 2

May

Account	Budget Net	Curr Mnth Net	YTD Net	Uncollected Balance	Percent Collected
52 - SNOWMOIBLE TRAIL MAINTENANCE	62,038.00	0.00	564.55	61,473.45	0.91
Final Totals	62,038.00	0.00	564.55	61,473.45	0.91

# Revenue Summary Report

Fund: 3

May

Account	Budget Net	Curr Mnth Net	YTD Net	Uncollected Balance	Percent Collected
24 - HOUSING	131,499.00	7,081.11	31,935.15	99,563.85	24.29
Final Totals	131,499.00	7,081.11	31,935.15	99,563.85	24.29

# Revenue Summary Report

Fund: 4

May

Account	Budget Net	Curr Mnth Net	YTD Net	Uncollected Balance	Percent Collected
96 - SECTION 8 - FSS PROGAM	63,191.00	5,265.92	21,063.68	42,127.32	33.33
Final Totals	63,191.00	5,265.92	21,063.68	42,127.32	33.33

### Revenue Summary Report

Fund: 5

May

Account	Budget Net	Curr Mnth Net	YTD Net	Uncollected Balance	Percent Collected
11 - ECONOMIC DEVELOPMENT	315,000.00	0.00	0.00	315,000.00	0.00
12 - NYLANDER MUSEUM	0.00	0.08	0.39	-0.39	----
Final Totals	315,000.00	0.08	0.39	314,999.61	0.00

**City of Caribou  
Administration  
MEMORANDUM**

**DATE:**       June 27, 2022  

**TO:**         Caribou City Council Members  

**FROM:**       Carl Grant, Finance Director  

**SUBJECT:**    Tax Acquired Property Interest  

Attached please find the tax acquired property of interest, Map 28 Lot 139 - A, 20 Sincock Street. Ms. Tammy Erickson has addressed the City with an offer. This property has been out to bid with no interest at that time. Most recent minimum bid was 24,200. Staff is recommending it not be sold at this time, land value alone is 14,200.

**Suggested Motion:**

Move to reject this offer on 20 Sincock, Map 28 Lot 139 - A.

TO: MR. GRANT  
FROM: TAMMY ERICKSON  
DATE: 21 JUNE 2022  
RE: 20 SINCOCK

IF IN COMPETITION FOR RUBBLE  
ROYALTY, 20 SINCOCK WINS OVER  
15 VERONICA...

I WALKED AROUND; THERE WERE  
UNLOCKED DOORS SO I INSPECTED  
THE HOUSE. PESTS ARE ABLE TO  
ENTER DUE TO WINDOW DAMAGE.

MY OFFER IS FAR BELOW THE  
MINIMUM AS CONDITIONS ARE  
FAR BELOW AVERAGE. I OFFER  
\$1,000.00.

THANK YOU FOR YOUR TIME.

Tammy





City Manager's Report  
June 27, 2022

Economic Projects

<b>River Front - Powerplants</b>	I have been in touch with James Byrne of the EPA and have set up a call about the fall Brownsfields grant cycle.
<b>Broadband Initiative</b>	Maine Connectivity Authority will be having a meeting on June 29.
<b>CDBG</b>	Signing of minutes tonight completes the packet of information for the C&J application. Fingers crossed.
<b>Ogren Dump Solar Project</b>	No new updates
<b>Events and Marketing</b>	Come hungry! Thursday June 30 will be the NMBC tap trailer and RMF Entertainment.
<b>Landbank</b>	No new updates
<b>Chapter 13 Rewrite</b>	Work in progress
<b>Federal American Rescue Plan Act</b>	Signing of contracts for the \$150,000 grant is on tonight's agenda.
<b>Blight Cleanup</b>	Four buildings have been demoed in the Hillcrest / Midland neighborhood.
<b>Birdseye Cleanup</b>	No new updates
<b>60 Access Highway</b>	No new updates
<b>River Front - Master Plan</b>	The City of Caribou was NOT awarded the Libra Foundation grant. The group is looking at other options to fund a Riverfront Master Plan.
<b>Façade Improvement Program</b>	No new updates
<b>Aldrich ATV/Snowmobile Storage</b>	No new updates
<b>Jarosz Storage - Limestone St</b>	No new updates
<b>Business Outreach</b>	The word is out about CEGC loans. I spoke with representatives from two businesses in the past week about getting in touch with NMDC to start the process.

### Other Administrative Projects

<b>Tax Acquired Property Policy</b>	No bids were received on the Belanger Road property. Staff was contacted by an attorney working with the previous owner of that property.
<b>Nylander</b>	Working on gathering information for a future meeting.
<b>Fire Structural Work</b>	No new updates
<b>Fire Station Renovations</b>	No new updates
<b>Police Station</b>	The vote in favor of a new police station was favorable. The Police Station committee will meet this week.
<b>River Road</b>	We have received several complaints and Dave has sent a crew to patch on the section of road that will be paved this summer.
<b>Investment Policy</b>	No new updates
<b>Trailer Park Closure</b>	Three families remain. Working with Attorney Solman.
<b>Fish Hatchery Bridge</b>	I am meeting with Jarod Farn-Guillette on July 5 regarding his and other projects.
<b>Cable Franchise Renewal</b>	No new updates
<b>Airport</b>	No new updates
<b>Personnel Policy</b>	No new updates
<b>Procurement Policy</b>	No new updates
<b>New LED Street lights</b>	The lights identified last year have had the power installed. Time to work on a new list.
<b>Comp Plan Update</b>	Plans are in the works to begin the process on working on the 2024 Comprehensive Plan.
<b>COVID-19 Status</b>	no new updates
<b>Administrative Approvals</b>	No new approvals
<b>Personnel Changes</b>	No new updates
<b>Age-Friendly Efforts</b>	We are wishing all citizens a Happy Independence Day on July 4.

**CARIBOU ADMINISTRATION  
25 HIGH STREET  
CARIBOU, ME. 04736**



**MEMO**

**To: Mayor and City Council Members**  
**From: Penny Thompson, City Manager**  
**Date: June 27, 2022**  
**Re: Aroostook County ARPA Funds Grant contract**

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The City of Caribou was successful with the application to the County Commissioners of Aroostook County for \$150,000 towards the Fire Department equipment and renovations. The next step is to sign the contract.

**Suggestion Action:**

Please read the enclosed contract and award information.

If it is acceptable, please make a motion and second, to accept the ARPA contract conditions and approve the contract.

Then please sign the contract which will be forwarded to the County Commissioners office.

## American Rescue Plan Act (ARPA) Grant Award Contract Agreement

This AGREEMENT, entered into by and between the COUNTY OF AROOSTOOK, (hereinafter “County” and the City of Caribou (hereinafter “Grantee”).

### WITNESS,

That the County and the Grantee, for consideration paid, hereby agree as follows:

#### A. FUNDING AWARD

The sum of \$ 150,000.00 has been awarded to the City of Caribou to complete an eligible ARPA Funding Public Health Project. The funding is contingent upon adequate ARPA funding and the City of Caribou fulfilling the requirements of this contract and completing a project that meets the ARPA Program Statement guidelines and requirements.

#### B. MATCHING FUNDS

- Matching funds will total a minimum of 25 % of the grant award amount for all Public Health and Negative Economic Impact Projects, 50% of the grant amount for all Water and Sewer Infrastructure Projects, and 100% for all Broadband Infrastructure Projects. The Grantee is responsible to provide funding for any project cost balance beyond the grant and matching amounts.
- Other Federal Funding being utilized on this ARPA Grant Project may have limitations in regards to matching components. Please research all funding to determine Federal Funding status and their matching component guidelines.

#### C. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant Award Agreement.

- The Representative for the County and his contact information are identified on the Program Statement and Application.
- The Representative for the Grantee and their contact information are identified on the Grant Application.

#### D. PURPOSE

The County and the Grantee have entered into this Grant Award Agreement to undertake a local project that furthers the goals and objectives of the ARPA Program Statement Guidelines and Fund Program. The project will be undertaken by the Grantee and will include the activities described in their Application’s Project Description and Scope of Work. The project must be undertaken in accordance with all applicable federal, state and local laws and ordinances.

#### E. CONTRACT TERM

This contract shall commence on July 1, 2022 and end at the project and grant closeout, not to continue past December 31, 2023. This contract may only be extended if funding is still available and projects are obligated as outlined in the Program Statement and Final Rule issued by the US Department of Treasury for the American Rescue Plan funding. All funds must be expended and work performed and completed by **December 31, 2023**. If a contract extension is required, it will be agreed upon by both the granter and grantee for an amount of time determined by the granter.

**F. SUPERVISION**

The ARPA Fund Administrator overseeing awarded projects will be supervised by the County Administrator and be subject to all County of Aroostook Policies and Procedures.

**G. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT INPUTS**

Grantees shall submit project expenditure invoices to the ARPA Fund Administrator for reimbursement. Invoices must not be dated prior to Awards being approved by the County Commissioners. Only eligible expenditures associated with the awarded ARPA Grant project will be reimbursed.

**H. BILLING PROCEDURES AND PAYMENT INPUT**

The County shall reimburse the Grantee for eligible project expenditures up to the maximum payable under this Grant Award Agreement. When requesting reimbursement for costs incurred or expenditures made, the Grantee shall submit a signed and completed Invoice Voucher, referencing the Project Scope of Work project activity performed, and any appropriate documentation. The Invoice Voucher must be certified by a representative of the Grantee with authority to bind the Grantee.

Each Invoice Voucher must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the project since the last invoice was submitted, as well as a report of project status to date. The County will not release payment for any reimbursement request received until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, the County shall promptly remit a reimbursement payment to the Grantee.

The final Invoice Voucher payment shall not occur prior to the completion of all project activities as identified in the Project Scope of Work.

The Grantee shall submit all Invoice Vouchers and any required documentation via email to:

Steve Pelletier at [steve.pelletier@aroostook.me.us](mailto:steve.pelletier@aroostook.me.us)

The County will reimburse the Grantee upon acceptance of reports documenting work on the Project and receipt of properly completed invoices, which shall be submitted to the County not more often than monthly.

Payment shall be considered timely if made by the County within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

No payments in advance or in anticipation of services or supplies to be provided under this Grant Award Agreement shall be made by the County.

Duplication of Billed Costs: The Grantee shall not bill the County for work performed under this Grant Award Agreement, and the County shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including other grants, for such work.

Disallowed Costs: The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its sub-grantees.

**I. REPORTS**

The Grantee shall furnish the County with Project Status Reports when submitting Invoice Vouchers and Final Progress Report at project completion. Grantee's failure to provide required reports may result in termination of this Grant Award Agreement.

**J. MODIFICATION TO THE PROJECT BUDGET**

- The Grantee shall notify the County in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Costs that would increase the line item by more than ten percent (10%). Conversely, the County may initiate the budget modification approval process if presented with a request for payment under this Grant Award Agreement that would cause one or more budget line items to exceed the 10 percent (10%) threshold increase described above.
- Any such budget modification or modifications as described above shall require the written approval of the County (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this Grant Award Agreement will retain and make any and all documents related to such budget modifications a part of their respective Grant Award file.
- Nothing in this section shall be construed to permit an increase in the amount of awarded ARPA Grant funds.

**K. TERMINATION FOR FRAUD OR MISREPRESENTATION or PROJECT INACTIVITY**

In the event the Grantee commits fraud, makes any misrepresentation in connection with the Grant application or during the performance of this Grant Award Agreement, or the project has not started within 6 months of the grant award, the County reserves the right to terminate or amend this Grant Award Agreement accordingly, including the right to recapture all funds disbursed to the Grantee under the Grant Award Agreement.

**L. AMENDMENTS**

This Grant Award Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**M. COMPETITIVE BID REQUIREMENTS**

Project bid process and requirements shall meet the Uniform Guidance of the ARPA Program Statement for Financial Management, Procurement, and Construction Contracts.

**N. EQUAL OPPORTUNITY**

The County is an equal opportunity employer and will continue to abide by all state and federal equal employment laws. Likewise, the Grantee, sub-grantees, contractors, and sub-contractors associated with the awarded grant projects shall abide by all state and federal equal employment laws.

**O. APPROVAL**

This Grant Award Agreement shall be subject to the written approval of the County Administrator and shall not be binding until so approved. The Grant Award Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

***To be effective, this Contract must be approved by an affirmative vote of the Board of County Commissioners and of the Municipal/Non-profit Officers (Selectman, Council, Board, etc.) of the Municipality/Non-profit at a publicly announced and duly called meeting.***

**P. LIABILITY/INDEMNIFICATION**

The Grantee agrees to assume liability, to indemnify and hold harmless the County, its employees, officials and agents, for any loss caused by any errors or omission of the ARPA Fund Administrator in his capacity in the performance of this Contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the   27   day of   June  , 2022.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
County Administrator

Municipal/Non-Profit Officials

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SELECTMAN/COUNCIL/CEO

## ARPA Grant Award Uniform Guidance

### A. Financial Management

The Financial Management system of a non-federal awardee must provide:

- Identification in its system that the account is a federal award, including award identification number, year, and name of Federal Agency.
- Records that identify the source and application of the funds for federally funded programs and projects (e.g., receipts, invoices, and contracts are common source documentation).
- Written procedures that describe how the awardee will minimize the time between the receipt of funds from the federal agency and the disbursement of funds to applicable activities.
- Each awardee must maintain internal control of funds and must report any deviations from program budgets that were submitted on the Treasury Portal.

### B. Procurement

The table below describes the types of procurements that awardees must undertake using ARPA Funds. **Note:** all bids/RFP's must be open and competitive.

**Non-competitive bids are allowed if:**

- The contract is less than \$10,000,
- The item is only available from a single source,
- The public emergency will not permit a delay resulting from a public competitive bid process,
- After solicitation competition is determined to be inadequate.

### C. Contracts

All federally funded contracts that the non-federal entity enters into will need to contain the following provisions:

- Contracts for more than \$10,000 must address termination for cause or convenience.
- Contracts for more than \$250,000 must address administrative, contractual, or legal remedies in instances where contractors breach contract terms, and provide for penalties as appropriate.
- Construction contracts must contain the "Equal Employment Opportunity" clause found at **41 CFR 60-1.4(b)**.
- Contracts over \$100,000 will require an anti-lobbying amendment, see sample amendment at: [CERTIFICATION REGARDING LOBBYING \(state.gov\)](#)

### D. Davis-Bacon Act – (40 U.S.C. 276a-5)

The Davis-Bacon and Related Acts (DBRA) require payment of local wages to construction workers performing work on federally funded construction projects that exceed \$2,000. The Davis-



Bacon prevailing wage is a combination of the basic hourly wage rate and fringe benefits rates listed for a specific classification of workers in the applicable Davis-Bacon wage determination. ***Proof of compliance with Davis-Bacon on construction projects must be submitted to the County.***

Procurement Type	When It Can Be Used	Process and Procedure
Micro-purchase	<ul style="list-style-type: none"> <li>• Applies to the purchase of property, supplies, or, services.</li> <li>• Contract is under micro-purchase threshold of \$10,000.</li> </ul>	<ul style="list-style-type: none"> <li>• Purchase can be made without going to bid or obtaining quotes.</li> <li>• Unit of government can choose to lower these thresholds. The change in thresholds must be documented.</li> </ul>
Small Purchase	<ul style="list-style-type: none"> <li>• Applies to the purchase of property, supplies, or services.</li> <li>• Contract is for more than \$10,000 but less than \$250,000.</li> </ul>	<ul style="list-style-type: none"> <li>• Price or rate quotations must be obtained from at least two sources.</li> <li>• Unit of government can choose to lower these thresholds. The change in thresholds must be documented.</li> </ul>
Sealed Bids	<ul style="list-style-type: none"> <li>• Contract for goods or services exceeds \$250,000.</li> <li>• Construction contracts, regardless of contract price.</li> <li>• Contracts for services of labor in excess of \$2,000, associated with construction related projects must be paid according to the Dept. of Labor's Davis-Bacon Act. (40 U.S.C. 3141)</li> </ul>	<ul style="list-style-type: none"> <li>• Bids must be publicly advertised.</li> <li>• Contract must be for a firm fixed price.</li> <li>• Complete, adequate, and realistic specification or purchase description is made available.</li> <li>• Bid must be solicited from an adequate number of qualified sources (government website and paper of general circulation)</li> <li>• Bid must be opened publicly</li> <li>• Bid must provide for sufficient response time.</li> <li>• Contract award must be made to the lowest responsible bidder.</li> </ul>
Request for Proposals (RFP)	<ul style="list-style-type: none"> <li>• Used for fixed price or cost reimbursement contracts.</li> <li>• Can only be used when conditions are not appropriate for sealed bids.</li> </ul>	<ul style="list-style-type: none"> <li>• RFP's must be public and identify all evaluation labor.</li> <li>• Unit of government must have a written method of evaluating proposals.</li> <li>• Contracts must be awarded to the proposal that is the most advantageous to the unit of government.</li> </ul>

**CARIBOU ADMINISTRATION  
25 HIGH STREET  
CARIBOU, ME. 04736**



**MEMO**

**To: Mayor and City Council Members**  
**From: Penny Thompson, City Manager**  
**Date: June 27, 2022**  
**Re: Municipal Buildings Committee recommended repairs RFP**

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The City of Caribou municipal buildings committee has recommended that areas of deferred maintenance on several municipal buildings be corrected. At the last meeting, staff was directed to work with Aroostook County Federal Savings and Loan Association to secure a \$1.5 million loan for 10 years to pay for the work.

The list of projects, along with an RFP follows.

**Suggestion Action:**

Please read the attached project list and proposed Request For Proposals.

If it is acceptable, please make a motion and second, to put the list of projects out to solicit bids.

Then please sign the contract which will be forwarded to the County Commissioners office.



**City of Caribou**  
**25 High Street**  
**Caribou, ME 04736**

**Issue Date: June 30, 2022**

## **RFP for repair projects as recommended by the Municipal Buildings Committee**

### **1.0 Overview:**

The City of Caribou (City) is soliciting proposals for repair projects in multiple municipal buildings: Wellness Center located at 55 Bennett Drive, Fire Station located at 121 High Street, City Office located at 25 High Street and Public Works located at 904 Main Street.

### **1.1 Communications:**

All communications from Bidders to City, including questions regarding this RFP, must be submitted via email. The City will post a response to the question on the City website (see Section 3.0 for webpage address). All submittals, inquiries, and communications related to this RFP should be directed solely to the following point of contact:

Penny Thompson  
City Manager  
25 High Street  
Caribou, ME 04736  
pthompson@cariboumaine.org

All communications between Bidders and City shall be conducted via email. Oral communications are discouraged and shall not be binding.

### **1.2 Confidentiality**

Bidders should be aware that information received in response to this RFP will be subject to the review of any member of the public upon request.

### **2.0 Project Location**

The sites identified for the project are:

Caribou Wellness Center at 55 Bennett Drive. This project is exterior work only.

Caribou Fire Station at 121 High Street. This project includes both interior and exterior work.

Caribou City Offices at 25 High Street. This project includes both interior and exterior work.

Caribou Public Works at 904 Main Street. This project is exterior work only.

### **2.1 Project Details**

The list of items is attached and varies by location.

### 3.0 ELIGIBLE PROJECT INFORMATION

All eligible bidders or their representatives must attend the pre-bid meeting and site visit to be announced. For the latest project information, please visit the City of Caribou website:

<https://www.cariboumaine.org/index.php/rfps/>

### 4.0 Collusion

By submitting a proposal to the City of Caribou in response to this RFP, the Bidder certifies, unless previously disclosed, that the Bidder has not divulged, discussed, or compared its Proposal with any other Bidder(s) and has not colluded whatsoever with any other Bidder or third parties.

### 5.0 RFP SCHEDULE

The following schedule and deadlines apply to this solicitation:

RFP Issuance Date	June 30, 2022
Pre-Bid Meeting and Site Visit Date	TBA – prior to July 8, 2022
Final Submission of Questions	July 15, 2022 @ 2PM
Proposal Due Date	July 21, 2022 @ 2PM
Anticipated Award of Bid	July 25, 2022 City Council meeting

The City reserves the right to modify, cancel or withdraw this RFP and to revise the schedule specified above if, in the sole discretion of the City, such changes are necessary. To the extent reasonably possible, the City will inform interested parties via the website:

<https://www.cariboumaine.org/index.php/rfps/>

### 6.0 SUBMISSION REQUIREMENTS

All bids shall be submitted on the bid form provided by the City at the pre-bid meeting.

### 7.0 PROJECT TIMEFRAME

All bidders must specify the projected timeframe for completion in the bid. It is expected that all exterior projects be completed prior to November 1, 2022.

List of projects as recommended by the Municipal Buildings Committee

1. Wellness Center 55 Bennett Drive
  - Siding removal and reinstall new metal siding (The current cement board siding needs being removed, and new metal siding is to be installed. The contractor will haul the removed siding to the Aroostook Waste Solutions Tri-Community Landfill on the Murphy Road in Ft. Fairfield and the City of Caribou will be directly billed for the disposal expenses. New caulking will be required around all windows, doors, and seams. The new metal will be provided through the city and will be brought to the job location by the city. This project will require the removal of the original cement board on the upper levels of the building.) This project was previously advertised with an RFP this year.
  
2. Fire station 121 High Street
  - Replace floor in bay, re pitch drain lines
  - Pour concrete apron/ seal
  - Regrade upper deck away from building / hot top / fix retaining wall, lower elevation of drain lines out thru concrete wall
  - Install new generator
  - Install air system unit on main floor
  - Install new boiler w/ dual head (oil, propane)
  - Install 16 new zone valves w/controls
  - Isolate old air handling unit hot water supply back in boiler room
  - Install water softener
  - Install sprinkler system
  - Have public works do a time bid to remove old air handler and old pellet boiler/silo
  
3. City office 25 High Street
  - Replace valves in boiler room
  - Install water softener
  - Install new boiler dual head (oil, propane)
  - Have public works do a time bid for removal of old pellet boilers/silo
  - Repoint brick work where needed
  - Paint parapet and other masonry trim
  
4. Public works 904 Main Street
  - Re shingle salt shed, replace plywood where needed
  - Re shingle 4 bay garage



## MEMO

**To: Mayor and City Council Members**  
**From: Penny Thompson, City Manager**  
**Date: June 27, 2022**  
**Re: Veteran's Memorial Park Association**

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At the June 13, 2022 City Council meeting, the Caribou City Council reached a consensus on taking over the ownership and maintenance of the Veterans Memorial Park, Map 31 Lot 199.

On June 21, I received a telephone call from Phil McDonough, regarding the Veterans Memorial Park Association after his appointment with Attorney Rick Solman. Attorney Solman will be able to complete the paperwork to dissolution of the Veterans Memorial Park Association and convey the Veterans Memorial Park to the City of Caribou. Any funds that are remaining with the Veterans Memorial Park Association will also be transferred to the City to be placed in a reserve account for the future maintenance of the Veterans Memorial Park.

Attorney Solman has prepared a deed and it is included in the packet.

### **Suggestion Action:**

Please make a motion and second, for the City of Caribou to accept the ownership and maintenance of the Veterans Memorial Park, shown on Map 31 Lot 199, by accepting the deed prepared by Attorney Rick Solman and upon the dissolution of the Veterans Memorial Park Association, the City of Caribou will accept any remaining funds and place in a reserve account for the future maintenance of the Veterans Memorial Park.

## QUITCLAIM DEED WITH COVENANT

(Maine Statutory Short Form)

**Veterans Memorial Park Association**, a Maine non-profit corporation with a place of business in Caribou, County of Aroostook, State of Maine, for consideration paid, grants to **City of Caribou**, a body corporate and politic, with a mailing address of 25 High Street, Caribou, ME 04736, with Quitclaim Covenant, the following described real estate in Caribou, County of Aroostook, State of Maine, being more particularly described as follows:

Being a certain lot or parcel of land situated between Main Street, Lyndon Street and Nylander Street and being a part of Lot 9, Township "H", Range 2 now Caribou, Aroostook County, Maine and being further bounded and described as follows, to wit:

Commencing at (A) a 1 inch iron pipe capped #345 found flush to the ground at the southwesterly corner of land of the Inhabitants of the City of Caribou as recorded in the Southern District of the Aroostook County Registry of Deeds in Book 2024, page 34, said pipe is shown on a plan of survey entitled, "Standard Boundary Survey (C-II), Part of Lot 9 ("H" TWP)" as surveyed by Lee A. Doody, Jr. which plan of survey is maintained in the files of Blackstone Land Surveying, P.A. as job number 2530, said pipe is also located on a Maine State Grid North bearing of North 8° 55' East and 371.1 feet from (B) a 1 ¼ inch iron pipe found buried at the intersection of the easterly line of Main Street and the northerly line of Thomas Avenue; Thence North 8° 55' East along the easterly line of Main Street a distance of 139.9 feet to (1) an iron pipe set and being the true point of beginning; Thence North 8° 55' East along the easterly line of Main Street a distance of 145.0 feet to (2) an iron pipe set; Thence South 41° 30' East along the southwesterly line of Lyndon Street a distance of 223.8 to (3) an iron pipe set; Thence North 81° 32' West along the northerly line of Nylander Street, formerly known as Monument Street, a distance of 172.5 feet to (1) the point of beginning. Containing 0.29 acres.

All iron pipes set are 1 inch by 36 inch black iron pipe set flush to the ground with a yellow plastic identification cap #1219 affixed to the top.

In accepting this deed, the City of Caribou ("Grantee"), its successors and assigns, covenants and agrees with the Veterans Memorial Park Association that the property shall be used exclusively for a veterans memorial park, that the City will maintain the grounds in good order and condition and that any additions to the park must be in stone or masonry.

Upon acceptance of the deed, the City of Caribou acknowledges that it is taking the Property "AS IS."

The covenants and restrictions set forth above shall inure to the benefit of the Veterans Memorial Park Association and be binding upon the City of Caribou its successors in title to the Premises, and its successors and assigns, as the case may be, and all persons, firms, associations and corporations claiming under or through the Grantee.

Being the same premises conveyed to Veterans Memorial Park Association by Municipal Quitclaim Deed of the City of Caribou dated December 20, 2011 and recorded in the Southern Aroostook Registry of Deeds in Book 5010, Page 26.

**IN WITNESS THEREOF**, Veterans Memorial Park Association has caused this instrument to be executed on its behalf on this \_\_\_\_\_ day of June, 2022.

Veterans Memorial Park Association

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Phillip McDonough, II, President

State of Maine  
County of Aroostook, ss.

\_\_\_\_\_, 2022

Then personally appeared the above named Phillip McDonough, II , President of Veterans Memorial Park Association, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said Veterans Memorial Park Association.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law

\_\_\_\_\_  
[Printed/Typed Name]



**CARIBOU ADMINISTRATION  
25 HIGH STREET  
CARIBOU, ME. 04736**



**MEMO**

**To: Mayor and City Council Members**  
**From: Penny Thompson, City Manager**  
**Date: June 27, 2022**  
**Re: Finalize the Credit Enhancement Agreement with Gagnon's Rental Properties, LLC**

---

At the April 11, 2022, City Council meeting, the Caribou City Council approved Ordinance No. 3, 2022 Series, An Ordinance Amending Section 10-205 Basic Provisions of Chapter 10, Article II Tax Increment Financing was introduced on March 21, 2022. This Ordinance was introduced to create a solution to an issue with a Credit Enhancement agreement that was approved by the Caribou City Council and not approved by DECD in May 2021. The solution was to amend Chapter 10. The amended language gave the Caribou City Council the flexibility to increase a Credit Enhancement Agreement maximum from 80% to 100% if the "Original Assessed Value" exceeds the "Current Assessed Value".

Gagnon's Rental Properties, LLC made an application for a credit enhancement agreement for the property located at 14 Access Highway which is in the Downtown Tax Increment Financing District. Due to the ordinance change, the Caribou City Council can now enter into a credit enhancement agreement with Gagnon's Rental Properties, LLC for 14 years at 100%. Gagnon's Rental Properties has provided a deposit of \$1,000 towards any expenses. That check was received by staff on June 22.

The application is complete. The CEA has been prepared.

After final acceptance, the application will be sent to the Maine Department of Economic and Community Development for their approval.

**Suggestion Action:**

Please make a motion to authorize City Manager Penny Thompson to execute the attached Credit Enhancement Agreement on behalf of the City, second and vote to approve .

## CREDIT ENHANCEMENT AGREEMENT

THIS CREDIT ENHANCEMENT AGREEMENT (hereinafter “Credit Enhancement Agreement” or “Agreement”) dated as of June 27, 2022, is hereby made between the **City of Caribou**, a municipal body corporate and politic and a political subdivision of the State of Maine (hereinafter the “City”), and **Gagnon’s Rental Properties LLC** with a place of business in Caribou, Maine (hereinafter the “Company”).

### WITNESSETH THAT:

WHEREAS, the City has designated an Omnibus Downtown Tax Increment Financing District as amended (hereinafter the "District") pursuant to Title 30-A M.R.S.A. Chapter 206 by vote at a City Council Meeting duly noticed and held on September 9, 2013, (the Vote”); and

WHEREAS, pursuant to the Vote the City adopted an Omnibus Development Program and Financial Plan for the District (herein the “Development Program”); and

WHEREAS, the District and the Development Program has been reviewed and approved by Maine Department of Economic and Community Development on March 7, 2014; and

WHEREAS, the Development Program authorizes the execution and delivery of a credit enhancement agreement between the City and the Company; and

WHEREAS, the City and Company desire to execute and deliver a credit enhancement agreement contemplated by and described in the Development Program, with such terms and provisions not inconsistent with the Development Program; and

WHEREAS, the City designated the District, adopted the Development Program, and now desires to enter into this Agreement in order to induce the Company to complete the Project by enabling the City to contribute toward the capital cost of the Project the amounts contemplated by the Development Program and this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### **ARTICLE I DEFINITIONS**

#### **Section 1.1. Definitions.**

As used in this Agreement, unless the context otherwise indicates, the following terms shall have the following meanings:

“Act” means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

“Captured Assessed Value” shall mean the amount, stated in a percentage, of Increased Assessed Value that is retained in the District with respect to each Tax Year as specified in this Agreement during the term of the District.

“Captured Assessed Value – Gagnon Tract” shall mean the amount, stated in a percentage, of Increased Assessed Value that is retained in the District with respect to each Tax Year and which is attributable to the Gagnon Tract as specified in this Agreement during the term of the District.

“City Cost Subaccount” means that portion of the Project Cost Account of the Development Program Fund for the District as defined in the Financial Plan Section of the Development Program and established and maintained according to Article II hereof.

“City Improvements” means the improvements described in the Development Program, as such may be approved by the City from time to time.

“Current Assessed Value” means the assessed value of the District certified by the municipal assessor as of April 1st of each year that the Development District remains in effect.

“Current Assessed Value – Gagnon Tract” means the assessed value of the Gagnon Tract certified by the municipal assessor as of April 1st of each year that the Development District remains in effect.

“DECD” means the Maine Department of Economic & Community Development.

“Development Program Fund” means the Downtown Municipal Development and Tax Increment Financing District Program Fund described in the Financial Plan section of the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S. § 5227(3)(A). The Development Program Fund shall consist of a Sinking Fund (as necessary) and a Project Cost Account with at least two subaccounts.

“District” means the Downtown Tax Increment Financing District.

“Financial Plan” means the financial plan described in the “Financial Plan” section of the Development Program.

“Fiscal Year” means January 1 to December 31 or such other fiscal year as the City may from time to time establish.

“Gagnon Tract” means that tract of property identified as Map 11 Lot 004-B

“Increased Assessed Value” means, for each Tax Year during the term of this Agreement, the amount by which the Current Assessed Value – Gagnon Tract for such year exceeds the Original Assessed Value – Gagnon Tract. If the Current Assessed Value – Gagnon Tract is equal to or less than the Original Assessed Value – Gagnon Tract in any given Tax Year, there is no Increased Assessed Value in that year.

“Gagnon Cost Subaccount” means the portion of the Project Cost Account of the Development Program Fund set aside for the Developer contemplated in this Agreement and as described in the Financial Plan section of the Development Program and established and maintained pursuant to Article II hereof.

“Original Assessed Value – Gagnon Tract” means \$1,038,200 the taxable assessed value of the Gagnon Tract as of April 1, 2005.

“Project” means the conversion of a general office building space to a medical office to be used for oral health care purposes on the Gagnon Tract.

“Project Costs” means any costs incurred or expected to be incurred that are authorized by Title 30-A MRSA Section 5225, as may be amended.

“Property Tax” means any and all ad valorem property taxes levied, charged, or assessed against real and personal property located in the District by the City, or on its behalf.

“Sinking Fund Account” means the development sinking fund account described in the Financial Plan Section of the Development Program and established and maintained pursuant to 30-A M.R.S.A. § 5227(3)(A)(2) and Article II hereof.

“Tax Increment” means all property taxes assessed and paid to the City in any given Tax Year, in excess of any state, county or special district tax, upon the Captured Assessed Value of the property in the District.

“Tax Increment – Gagnon Tract” means all property taxes assessed and paid to the City in any given Tax Year, in excess of any state, county or special district tax, upon the Captured Assessed Value – Gagnon Tract.

“Tax Payment Date” means the date as determined by the City from time to time on which property taxes assessed by the City are due and payable without interest from owners of property located within the City.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. § 5222(18), as amended, to wit: April 1 to March 31.

### **Section 1.2. Interpretation and Construction.**

In this Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

**ARTICLE II  
DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS**

**Section 2.1. Creation of Development Program Fund.**

The City has created and established a segregated fund in the name of the City designated as the “Downtown Tax Increment Financing District Program Fund” (hereinafter the “Development Program Fund”) pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5227(3), as amended from time to time. The Development Program Fund consists of: (i) a Project Cost Account that is pledged to and charged with the payment of Project Costs as outlined in the Financial Plan of the Development Program and as provided in 30-A M.R.S.A. § 5227(3)(A)(1); and (ii) the Sinking Fund Account (as necessary) that is pledged to and charged with the payment of municipal indebtedness as outlined in the Financial Plan of the Development Program and as provided in 30-A M.R.S.A. § 5227(3)(A)(2). The Project Cost Account shall also contain two subaccounts designated as the “City Cost Subaccount” (the City’s Project Cost subaccount) and the “Gagnon Cost Subaccount” (the Company’s Project Cost subaccount).

The Gagnon Cost Subaccount referred to in this Agreement shall be specific to the Gagnon project. Other developer project cost subaccounts may be established for other projects within the District that have qualified for tax increment financing assistance.

**Section 2.2. Timing for Deposits into Gagnon Cost Subaccount.**

The City shall deposit the Company Tax Increment Revenues in the Gagnon Cost Subaccount within fifteen (15) days of each Tax Payment Date, or, if not a business day, on the next succeeding business day consistent with the terms of this Agreement.

**Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.**

(a) Each year during the term of this Agreement, commencing with the City’s 2022 Tax Year and continuing thereafter for up to a maximum of fourteen (14) Tax Years to and including the City’s 2035 Tax Year, the City shall retain in the District one hundred percent (100%) of the Increased Assessed Value – Gagnon Tract as Captured Assessed Value – Gagnon Tract.

(b) Each year during this Agreement, the City shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to one hundred percent (100%) of that portion of the property tax payment constituting Gagnon’s Tax Increment Revenues. The Development Program Fund is pledged to and charged with the payment of costs in the manner and priority provided in 30-A M.R.S.A. § 5227(3)(B).

(c) The City shall allocate Company Tax Increment Revenues so deposited in the Development Program Fund between the Gagnon Cost Subaccount of the Project Cost Account, and the City as set forth below:

***Allocation of Eligible Tax Increment Reimbursement***

<b>Tax Year</b>	<b>Company Allocation</b>	<b>City Allocation</b>
<b>2022-2035</b>	100% of Tax Increment – Gagnon Tract	0% of Tax Increment – Gagnon Tract

*It is understood and agreed that the credit to the Company Reimbursement Account as specified above shall be due and payable solely from such Property Tax payments by Company.*

The City shall retain one hundred percent of any City Tax Increment Revenues after Tax Year 2035 associated with the Increased Assessed Value – Gagnon Tract; the Company is not entitled to reimbursement of any portion of these City Tax Increment Revenues.

**Section 2.3. Use of Monies in the Development Program Fund.**

Monies credited in the Development Program Fund contemplated in this Agreement that are allocable to and/or deposited in the Gagnon Cost Subaccount shall be in all cases used and applied to fund fully the City’s payment obligations to Company in accordance with the terms of this Agreement.

**Section 2.4. Monies Held By City**

All monies actually paid by the Company to the City pursuant to this Agreement and credited to the City Cost Subaccount under the provisions hereof and the provisions of the Development Program shall be held by the City in accordance with the terms and conditions of this Agreement.

**Section 2.5. Allocation of Partial Tax Payments**

If in any year during the term of this Agreement, the Company fails to pay any portion of the Property Taxes assessed by the City, the Property Taxes actually paid by the Company shall be applied: (a) first to the payment of Property Taxes due on the Original Assessed Value of Company property in the District for any and all outstanding Tax Years; (b) second to payment of Property Taxes with respect to Increased Assessed Value – Gagnon Tract for the year or years concerned (including any delinquent taxes from prior Tax Years), and (c) third, to the extent of funds remaining, to payment of the Company’s share of Tax Increment Revenues contemplated in this Agreement to the Gagnon Cost Subaccount.

**ARTICLE III  
PAYMENT OBLIGATIONS**

**Section 3.1. Company Payments**

Within fifteen (15) days following the payment of Property Taxes by Company on the Gagnon Tract, or, if not a business day, on the next succeeding the Company all amounts then on deposit in the Gagnon Cost Subaccount, exclusive of any deduction or withholding required by Federal or State law.

All payments made to Company contemplated in this Agreement shall be utilized consistent with this Agreement and the Act.

**Section 3.2. Manner of Payments.**

The payments provided for in this Article III shall be paid in immediately available funds directly to the Company in the manner provided hereinabove for its own use and benefit.

**Section 3.3. Obligations Unconditional.**

Subject to compliance with the terms and conditions of this Agreement, the Obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the City shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal.

**Section 3.4. Limited Obligation.**

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from Tax Increment Revenues attributable to the Gagnon Tract and any earnings thereon, pledged under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation on the part of the City or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from the Tax Increment Revenues received by the City, and any earnings thereon.

This Agreement shall not directly or indirectly or contingently obligate the City, the State of Maine, or any other municipality or political subdivision to levy or to pledge any form of taxation whatever therefore or to make any appropriation for payment due under this Agreement, excepting the City's obligation to assess property taxes upon the Project and to appropriate the Tax Increment Revenues, and earnings thereon, pledged under this Agreement.

**ARTICLE IV  
FURTHER INSTRUMENTS**

The City shall, upon the reasonable request of the Company, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City, materially disadvantage the City, or materially change this Agreement.

**ARTICLE V  
LIENS**

The City shall not create any liens, encumbrances, or other interests of any nature whatsoever, nor shall it hypothecate the Gagnon Cost Subaccount or any funds therein or revenues resulting from investment of funds therein, other than those interests created in favor of the Company hereunder; provided, however, nothing herein shall prohibit creation of real and personal property tax liens on the Company's property in accordance with, and entitled to the priority provided under, Maine law.

**ARTICLE VI  
ACCESS TO BOOKS AND RECORDS.**

All books, records and documents in the possession of the City relating to the District, the Development Program, the Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Development Program Fund contemplated by this Agreement shall be open to

inspection by the Company, its agents and employees during normal business hours upon 48 hours written notice.

## **ARTICLE VII DEFAULTS AND REMEDIES**

### **Section 7.1. Events of Default.**

Each of the following events shall constitute and be referred to in this Agreement as an “Event of Default”:

(a) Any failure by the City to pay any amounts due to the Company when the same shall become due and payable;

(b) Any failure by the City to credit to the Gagnon Cost Subaccount as and when due;

(c) Any failure by the City or the Company to observe and perform in all material respects any respective covenant, condition, agreement or provision contained herein on the part of the City or the Company respectively to be observed or performed which failure is not cured within thirty (30) days following written notice thereof;

(d) If a receiver, conservator or liquidator is appointed for the Company by any court of competent jurisdiction; or if the Company should file a voluntary petition in bankruptcy or fail to have a petition in bankruptcy dismissed within a period of 90 consecutive days following its filing; or if a court of competent jurisdiction orders the winding up or liquidation of the Company.

### **Section 7.2. Remedies on Default.**

Whenever any Event of Default referred to in Section 7.1 hereof shall have occurred and be continuing for a period of thirty (30) days after a party's receipt from the other party of written notice of an Event of Default by the party, the other party may (a) specifically enforce the performance or observance of any obligations, agreements or covenants of the defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder or (b) suspend its performance under this Agreement for so long as the Event of Default continues or remains uncured.

### **Section 7.3. Remedies Cumulative.**

No remedy herein conferred upon or reserved to the Company or City is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to the remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any default or to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of a default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the rights to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by either party with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such default be continued or repeated.



**Section 7.4. Agreement to Pay Attorney’s Fees and Expenses.**

Notwithstanding the application of any other provision hereof, in the event a party should default under any of the provisions of this Agreement and the other party shall require and employ attorneys or incur other expenses or costs for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the party herein contained, the prevailing party in any litigation to enforce the provisions of this Agreement shall be entitled to be reimbursed for reasonable attorneys’ fees from the party in default.

**Section 7.5. Tax Laws.**

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the City, by entering into this Agreement, is not excusing any non-payment of taxes by Company. Without limiting the foregoing, the City and the Company shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Company's property.

**Section 7.6. Failure of Company to timely pay property taxes.**

Should the Company fail to pay its assessed Property Taxes for the Gagnon Tract for two consecutive years the City is under no further obligation for payments to the Company, except in the case of a pending property tax valuation appeal. In the case of a pending property tax valuation appeal, the Company shall pay any uncontested amount by the Property Tax due date and the remainder immediately upon resolution of the appeal.

**ARTICLE VIII  
TERM**

**Section 8.1. Effective Date**

Except as otherwise provided in this Agreement, this Agreement shall remain in full force and effect and shall expire upon the end of Tax Year 2035 or upon the payment of all amounts due to the Company hereunder and the performance of all obligations on the part of the City and Company hereunder (the “Term”).

**Section 8.2. Expiration of Term.**

Upon the expiration of the Term, or the earlier termination of this Agreement, and following full payment of all amounts due and owing to the Company hereunder or provision for payment thereof, the City and the Company shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement. No such expiration or termination shall affect any rights or obligations then outstanding.

**ARTICLE IX  
ASSIGNMENT AND PLEDGE OF COMPANY'S INTEREST**

**Section 9.1. Consent to Pledge and/or Assignment.**

The City hereby acknowledges that the Company may pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing for the Project, although no obligation is hereby imposed on the Company to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of all the Company's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Company hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof.

**Section 9.2. Pledge, Assignment or Security Interest.**

The City hereby consents to the pledge, assignment or granting of a security interest by the Company of its right, title and interest in, to and under this Agreement to any lender which is financing the Project in whole or part.

**Section 9.3. Assignment**

The Company shall have the unrestricted right to transfer and assign all or any portion of its rights in, to and under this Agreement, at any time, and from time to time, as Company may, in its sole discretion, deem appropriate.

**ARTICLE X  
NO ADDITIONAL DEVELOPMENT**

It is understood and agreed that any additional development within the District by Company not within the scope of the original Project or any additional development within the District by any person other than the Company shall be outside the scope of this Agreement. The City shall have no obligations to make any payments into the Development Program Fund from any increased revenues received by the City from assessments made against such additional development.

**ARTICLE XI  
MISCELLANEOUS**

**Section 11.1 Successors.**

In the event of the dissolution of the Company or any sale or other transfer of all or substantially all of the Project, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

**Section 11.2 Parties in Interest.**

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and the Company or its assigns any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and the Company; provided, however, that if the payment obligations of the City to the Company hereunder are held by a final and binding proceeding to be illegal or invalid, this Agreement shall terminate. In such event all obligations of the parties shall terminate, and no party shall have any further liability to the other hereunder.

**Section 11.3 Severability.**

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

**Section 11.4 No Personal Liability of Officials of the City.**

No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity and neither the members of the City Council, City Council members nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

**Section 11.5 Counterparts.**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

**Section 11.6 Governing Law.**

The laws of the State of Maine shall govern the construction and enforcement of this Agreement in all respects.

**Section 11.7 Notices.**

All notices, certificates, requests, requisitions or other communications by the City or the Company pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows: If to the City:

City of Caribou  
Attn: City Manager  
25 High Street  
Caribou, Maine 04736

With copies, which shall not constitute notice, to:

Solman & Hunter, P.A.  
P.O. Box 665  
Caribou, Maine 04736

If to the Company:

Gagnon's Rental Properties LLC  
P O Box 1022  
Caribou Maine 04736

With a copy, which shall not constitute notice, to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests, or other communications shall be sent hereunder.

**Section 11.8 Amendments.**

This Agreement may only be amended with the concurring written consent of both of the parties hereto.

**Section 11.9 Benefit of Assignees or Pledges.**

The City agrees that this Agreement is executed in part to induce assignees or pledges to provide financing for the Project and accordingly all covenants and agreements on the part of the City as to the amounts payable hereunder are hereby declared to be for the benefit of any such assignee or pledgee from time to time of the Company's right, title and interest herein.

**Section 11.10 Integration.**

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and the Company relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

**Section 11.11 No Obligation to Build Project**

The Company and the City agree, and the City hereby acknowledges that the Company shall have no obligation to go forward with the capital projects referred to herein or in the Development Program.

All such projects are subject to final approval by the Company. Failure of Company to go forward with the capital projects referred to herein shall result in termination of this Agreement.

**Section 11.12 Authority of City**

The Company and the City waive any right which either may have to contest, and shall not take any action to challenge, the other's authority to enter into, perform or enforce the Agreement or to carry out the Development Program or the validity or enforceability of this Agreement, the District or the Development Program. The City and the Company shall each utilize their respective best efforts to uphold the District, the Development Program, this Agreement and the City's authority to enter into this Agreement and the validity and enforceability of the District, the Development Program and this Agreement, including without limitation opposing, to the extent permitted by law, any litigation or proceeding challenging such authority, validity or enforceability.

**Section 11.13 Indemnification.**

The Company shall at its own expense defend, indemnify, and hold harmless the City, its officers, agents, and employees from and against any and all liability, claims, damages, penalties, losses, expenses, or judgments relating in any manner to, or arising out of the Development Program or this Agreement, except to the extent that such liability, claims, damages, penalties, losses, or expenses, result in whole or in part from any negligent act or intentional omission of the City, its officers, agents, employees or servants. Company shall, at its own cost and expense, defend any and all suits or actions, just or unjust which may be brought against City upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. In cases in which the City is a party, the City shall have the right to participate at its own discretion and at its own expense and no such suit or action shall be settled without prior written consent of the City. Notwithstanding any other provision of this Agreement, this section shall survive any termination of this Agreement.

In the event of any litigation or proceeding challenging this Agreement or the authority of the parties to enter into or perform hereunder, the Company shall indemnify and hold harmless the City against all costs, including the cost of defense and legal fees resulting from such challenges. Provided, however, that if the Company assumes the defense of all challenges, the City agrees to let the Company's attorney represent both parties at Company's expense.

**SECTION XII  
CITY COSTS.**

The Company shall pay or reimburse the City for all reasonable fees, expenses and other charges of the City and its consultants, including the City's attorneys and the City's Consultant, in connection with the negotiation, execution and approval of this Agreement and the negotiation, approval and approval of the Development Program. The amount of these fees shall not exceed \$1,000 (deposit to be given prior to contract execution). If this is not done, the City shall deduct such payment due from credit enhancement payments due the Company. Notwithstanding any other provision of this Agreement, this section shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the City and the Company have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**CITY OF CARIBOU**

By \_\_\_\_\_  
Penny Thompson, City Manager  
Duly Authorized

**Gagnon Rental Properties, LLC**

By \_\_\_\_\_  
Name:  
Its:  
Duly Authorized

