CITY CLERK GLOUCESTER. MA 15 APR 29 AM 9: 06



GLOUCESTER CITY COUNCIL Budget & Finance Committee Thursday, May 7, 2015 – 4:30 p.m. 1st Fl. Council Committee Rm. – City Hall

(Items May be taken out of order at the discretion of the Committee)

- 1. Special Budgetary Transfer Request (2015-SBT-42) from Police Department
- 2. Draft Lease Agreement #15142 between the City of Gloucester & Good Harbor Beach Inn Corp. for the Witham Street Parking Area (Good Harbor Beach)
- 3. Memorandum from Principal Assessor re: Declaration of Overlay Surplus & Supplemental Appropriation-Budgetary Request (2015-SA-27)
- 4. Request City Council acceptance of a \$2,000 donation to the City from David Putnam
- 5. Memo from City Auditor regarding accounts having expenditures which exceed their authorization & Auditor's Report

COMMITTEE

Councilor Melissa Cox, Chair Councilor William Fonvielle, Vice Chair Councilor Paul McGeary

CC: Mayor Theken
Jim Destino
Kenny Costa
John Dunn
Police Chief Leonard Campanello
Nancy Papows/Gary Johnstone
Donna Compton

The listing of matters is those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

City of Gloucester Special Budgetary Transfer Request Fiscal Year 2015

__X___INTER-departmental requiring City Council approval - 6 Votes Required ____INTRA-departmental requiring City Council approval - Majority Vote Required

			i i i i i i i i i i i i i i i i i i i		
TRANSFER # 2016-8BT- 42	Auditor's	Use Only			
DEPARTMENT REQUESTING TRANSFER:			Police		
	DATE:	4/13/2015	5 BALANCE IN ACCOUNT: \$ 12,663.91		
(FROM) PERSONAL SERVICES ACCOUNT #			Unifund Account # 101000.10.292.51100.0000.00.000.00.051		
(FROM) ORDINARY EXPENSE ACCO	UNT#		Unifund Account #		
			ANIMAL CONTROL, SAL/WAGE-PERM POS		
DETAIL ED EVOLANATION OF OUR		45338455	Account Description		
DETAILED EXPLANATION OF SURPI	LUS:	ANIMAL CO 10/5/2014	NTROL OFFICER DID NOT START UNTIL		
	•				
(TO) PERSONAL SERVICES ACCOUNT	NT#		Unifund Account # 101000.10.218.51250.0000.00.000.00.051		
(TO) ORDINARY EXPENSE ACCOUN	Τ#		Unifund Account #		
			POLICE-PARKING, SALWAGE-P/T POS		
			Account Description		
DETAILED ANALYSIS OF NEED(S):	ACCOUN	T UNDER BL	UDGETED		
•					
TOTAL TRANSFER AMOUNT:)s	F	NEW BALANCE IN ACCOUNTS AFTER TRANSFER FROM ACCOUNT: \$ 12,479.88		
APPROVALS:	1/1		TO ACCOUNT: \$ -		
DEPT. HEAD:	fl	Y	DATE: 4.14.15		
ADMINISTRATION:	40)	m //	DATE: 4.22.15		
BUDGET & FINANCE:		,	DATE:		
CITY COUNCIL:			DATE		

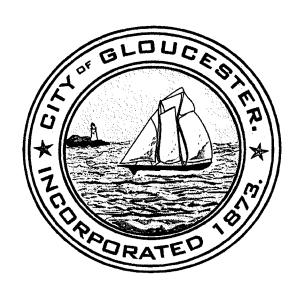
15142 Dispostion & Recomendation, Witham St. Parking Lease

Property Information:				
Document Number: Property Name and Address: Description of Property: Method of Disposition: Recommended Rent: Current Rent; Market Value of Lease:	15142 Witham Street Parking Area Lease, 99 Thatcher Road (G. H. Beach) Intersection of Salt Island Road and Witham Street Three Year Lease Agreement, 5/1/15 to 4/30/18 \$6,500 per year, \$19,500 term of lease (subject to CC approval) \$6,500 per year \$6,500 per year, \$19,500 term of lease (see memo from Asst. DPW Director. & Assessor)			
Purchasing Department:				
At the request of the Mayor, the Puproperty	urchasing Departm	ent has prepared a lease agreement for the	ne disposition of the above	
Toman (on	Ston	Purchasing Agent	4/10/15	
NAME /		POSITION	DATE	
Contract Manager:				
At the request of the Mayor, I have have been submitted to the Mayor	reviewed the poss for consideration a	ible disposition of the above named propertion in the lease.	erty. My recommendations	
Wash Cet		Contract Manager	4-10-15 DATE	
NAME		POSITION	DATE	
Office of the Assessor: At the request of the Mayor, I have have been submitted to the Mayor to	reviewed the poss for consideration a	ible disposition of the above named propend no possible inclusion in the lease.	erty. My recommendations	
pur H		Assessor	4-10-15	
NAME		POSITION	DATE	
Legal Department:				
At the request of the Mayor, the	Legal Departme	nt has reviewed as to form		
() [w		General Counsel	4/10/15	
V NAME		POSITION	DATE	
Office of the Mayor:				
As required by the Gloucester C their approval to dispose of the a	ode of Ordinanco above property in	e, I am submitting my recommendation a Lease format.	n to the City Council for	
101)	1	Mayor	4/22/15	
eleti Tem	he l	POSITION	DATE	

City of Gloucester

Office of the Purchasing Agent

City Hall, 9 Dale Avenue, Gloucester, MA 01930 Telephone 978 281 9710 Fax 978 281 8763 www.gloucester-ma.gov



DRAFT FOR CITY COUNCIL REVIEW Witham Street Parking Area

Lease Agreement #15142

Between the
City of Gloucester
And
Good Harbor Beach Inn, Corp.

SECTION 1:

NEWSPAPER ADVERTISING

[Not required by MGLc. 30B or Code of Ordinances]

SECTION 2:

CENTRAL REGISTER

[Not required by MGLc. 30B or Code of Ordinances]

SECTION 3:

REQUEST FOR PROPOSAL OF INVITATION FOR BIDS

[Not required by MGLc. 30B or Code of Ordinances]

SECTION 4:

PRICE

4.1 Refer to Section 8.4, page 4.

4.2 The Gloucester Code, Sec. 2-3 (a)(4) requires the Lessee to submit a \$200 payment for administrative costs. The payment should be by check made payable to the City of Gloucester.

SECTION 5.

TERMS AND CONDITIONS:

Mayor's recommendation as amended and voted by the City Council can be found in lease Section 8

SECTION 6:

CERTIFICATE OF NON-COLLUSION and TAX COMPLIANCE

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Bidder:	
***************************************	(Company Bame)
Address:	
Ву:	
	(Signature of person authorized to sign this bid)
Title:	
Social Security No. or	
Federal Identification No.	
Telephone	

1. Public agency involved in this transaction:

SECTION 7:

DISCLOSURE OF BENEFICIAL INTEREST

THE LESSEE SHALL SUBMIT THIS FORM TO DCAM

A COPY OF THE COMPLETED FORM IS TO BE RETURNED TO THE PURCHASING DEPARTMENT WITH YOUR SIGNED CONTRACT.

SUCCESSFUL PROPOSER DISCLOSURE OF BENEFICIAL INTEREST IN REAL ESTATE

MGLc 7, S 40J, requires disclosure of all beneficial interests in real property acquired or disposed of by a public agency. The selected bidder's disclosure of beneficial interests must be filed with the Commissioner of the Division of Capital Asset Management (DCAM). No contract to lease or sell property is valid until the buyer or lessee files this form with DCAM. A form for this purpose is attached. An updated disclosure form must be filed within 30 days of any change in beneficial interests during the lease term.

Disclosure of Beneficial Interests in Real Property Transaction

This form contains a disclosure of the names and addressees of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by MGLc 7 Sec. 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

City of Gloucester, MA.

Complete le	egal desc	ription of	the property:	Witham Street Parking Area Witham Street Gloucester, MA. 01930
Type of trai	nsaction:	Sale:	N/A	Lease from 5/01/15 to 4/30/18
Seller:	N/A		Lessor:	City of Gloucester, MA.
Purchaser	N/A		Lessee:	
above. Not	e: If a cor	poration e listed e	has, or will have except that, if the	e or will have a direct or indirect beneficial interest in the real property described a direct or indirect beneficial interest in the real property, the names of all stock of the corporation is listed for sale to the general public, the name of any persong voting shares need not be disclosed.
	Na	me		Address
None of the		listed in	this section is ar	n official elected to public office in the Commonwealth of Massachusetts except as
		N	lame	Title or position
named in it	em #1. If	this form	i is signed on bel nes that any char	(s) or organization(s) entering into this real property transaction with the public agency half of a corporation, it must be signed by a duly authorized officer of that corporation. Inges or additions to item #4 of this form during the term of any lease or rental will not Capital Planning and Operations within 30 days following the change or addition.
Signature:				
Printed nam	e:			
Title:		DP of colors (1 to 1)		Date:

SECTION 8:0

LEASE

SECTION 8.1:

PARTIES

This lease agreement is between the CITY OF GLOUCESTER, LESSOR, which expression shall include its heirs, successors and assigns, and Good Harbor Beach Inn, Corp., d.b.a. GOOD HARBOR BEACH INN, LESSEE, which expression shall include its successors and assigns.

SECTION 8.2:

PREMISES

The LESSOR hereby leases to the LESSEE the following parcels of land.

8.2.1 A strip of land situated on the westerly side of Witham Street, bounded and described as follows:

Beginning at a point on Witham Street at telephone pole #845 which pole is located at a point where Witham Street intersects Salt Island Road and then running northerly by the westerly side line of Witham Street about eighty (80) feet to the location of telephone pole #846; then running westerly about twenty-five (25) feet at land of the City of Gloucester; southerly about eighty (80) feet, still land of said City, and easterly twenty-five (25) feet still by land of said City, to the point of beginning.

8.2.2 A triangular parcel of land consisting of 400 square feet, more or less, located near the intersection of Thatcher Road and Witham Street.

SECTION 8.3

TERM

The term of this lease shall be from May 1, 2015 to April 30, 2018.

SECTION 8.4

DENT

The LESSEE shall pay the LESSOR at the following rate: SUBJECT TO CITY COUNCIL APPROVAL

May 1, 2015 to April 30, 2016 - - Six Thousand, Five Hundred dollars (\$6,500.00) assessors recommendation

May 1, 2016 to April 30, 2017 - Six Thousand, Five Hundred dollars (\$6,500.00))

May 1, 2017 to April 30, 2018 - Six Thousand, Five Hundred dollars (\$6,500.00)

Such rent shall be payable in advance of each year on or before May 1, made payable City of the Gloucester, mailed to DPW Director, 9 Dale Ave., Gloucester, MA 01930

SECTION 8.5 USE OF LEASED PREMISES

The LESSEE shall use the leased premises described in paragraph 8.2.1 above solely for parking motor vehicles in connection with the operation of the Good Harbor Beach Inn. The LESSEE shall not allow the general public to use the leased premises described in paragraph 8.2.1 above for any purpose, including parking of motor vehicles, except that from November 15 to March 15 the premises may be used by the general public.

The LESSEE shall use the leased premises described in paragraph 8.2.2 above solely and exclusively for the erection and maintenance of a sign to advertise the Good Harbor Beach Inn. The LESSEE shall obtain all the necessary permits for the sign and shall comply with all laws, ordinances and regulations, including Section 4.3 of the Gloucester Zoning Ordinance, that may be applicable to its_signs. The LESSEE shall, at LESSEE'S expense, landscape and maintain the leased premises described in paragraph 8.2.2 above and maintain the sign in good repair, as may be directed by the Director of Public Works.

LESSEE shall, at LESSEE'S expense, maintain the entire leased premises litter-free.

LESSEE may have towed all motor vehicles illegally parked on the leased premises, as allowed by law, provided there is a sign indicating that illegally parked cars may be towed.

LESSEE shall not use, and shall not permit the use of the public landing abutting the leased premises to the east for any purpose other than those for which a public land is normally used.

SECTION 8.6 COMPLIANCE WITH LAWS

The LESSEE shall make no use of the premises which is contrary to any federal, state or municipal law.

SECTION 8.7 ASSIGNMENT AND SUBLEASING

The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR'S prior written consent, which consent will not be unreasonably withheld. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.

SECTION 8.8 LESSOR'S ACCESS

The LESSOR or any agent of the LESSOR at reasonable times and with reasonable notice to the LESSEE enter to view the leased premises. The LESSOR may, with notice to the LESSEE, show the leased premises to others at any time within three (3) months before the expiration of the term.

SECTION 8.9 INDEMNIFICATION AND LIABILITY

The LESSEE shall indemnify and save the LESSOR harmless for any and all claims and all loss or damage occasioned by the use of the leased premises.

SECTION 8.10 LESSEE'S LIABILITY INSURANCE

The LESSEE shall maintain with respect to the leased premises comprehensive liability insurance in the amount of \$1,000,000.00, with property damage insurance in limits of \$50,000.00. The policies shall be with responsible companies qualified to do business in Massachusetts and in good standing herein, insuring LESSOR as well as LESSEE against injury to persons or damage to property. The LESSEE shall deposit with the LESSOR certificates of insurance prior to the commencement of the term, and thereafter within thirty (30) days prior to expiration of any such policy. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days' prior written notice to each insured named therein.

SECTION 8.11 DEFAULT AND BANKRUPTCY

In the event that:

- 8.11.1 The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
- 8.11.2 The LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- 8.11.3 The LESSEE shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of LESSEE'S property for the benefit of creditors, then the LESSOR shall have the right thereafter, while such default continues, to re enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default.
- 8.11.4 The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may suffer by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof in the observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE.

If the LESSOR makes an expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred with interest at the rate of ten (10) per cent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

SECTION 8.12 NOTICE

Any notice from LESSOR to LESSEE relating to leased premises or to the occupancy thereof shall be deemed to be duly served if mailed to Dennis Dyer, Good Harbor Beach Inn Corp., One Salt Island Road, Gloucester, MA 01930 registered or certified mail, return receipt requested, postage prepaid.

Any notice from LESSEE to LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served if mailed to the Mayor, City of Gloucester, City Hall, Dale Avenue, Gloucester, MA 01930, registered or certified mail, return receipt requested, postage prepaid.

SECTION 8.13 SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE'S goods and effects from the leased premises including, without hereby limiting the generality of the foregoing, all signs erected by the LESSEE. LESSEE shall deliver to the LESSOR the leased premises in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by casualty only excepted. In the event of the LESSEE'S failure to remove any of LESSEE'S property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE'S expense, or to retain same under LESSOR'S control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

Signed and	sealed this day of	, 2015 by their	duly authorized officers and representatives:
City of	Gloucester, LESSOR		Good Harbor Beach Inn Corp., LESSEE
Ву:	Mayor	Ву:	Authorized Signature & Title
	Purchasing Agent		Approved as to Form: General Counsel

ATTACHMENTS

LETTER FROM ASSESSOR



CITY OF GLOUCESTER

GLOUCESTER, MASSACHUSETTS - 01930 OFFICE OF THE ASSESSORS

April 7, 2015

To: Donna Compton, Purchasing Agent

From: Gary I. Johnstone, Assessor

Re: Good Harbor Beach 11 Space Parking Lease On Witham Street

As per your request, the assessors have attempted to determine a reasonable lease amount for 11 parking spaces situated on Witham Street which are a portion of the Good Harbor Beach parcel situated at 99 Thatcher Road (Map 184 and Lot 3) that have been and are currently leased and utilized by the Good Harbor Beach Inn. Mark Cole, DPW Operations Manager, has supplied beach parking statistics of full weekday and full weekend days at Good Harbor Beach for the past three seasons in order to determine the potential gain or loss in beach revenues related to the eleven parking spaces on the full days. This scenario assumes that residents would be able to utilize the 11 parking spaces on Witham Street and thus free up 11 beach parking lot rental spaces. Over the past 3 years there were 45 full weekend days and 24 full weekday days in which the Good Harbor Beach lot was closed to paying beach guests. Utilizing these figures, there was potential revenue losses for the three year period of approximately \$17,655 based upon the 45 full weekend days at \$25/space per day times 11 spaces or \$12,375 and 24 full weekday days at \$20/space per day times 11 spaces or \$5,280. The \$17,655 potential revenue loss figure for the past 3 year period would represent \$5,885 per year. Based upon this information, it appears that an annual lease of approximately \$6,000 would be reasonable for the 11 parking spaces which are to be leased to the Good Harbor Beach Inn for guest use. The existing lease for these 11 spaces has been \$6,500 for each of the past 3 years. Based upon this information it appears that an annual lease in the range of \$6,000 to \$6,500 would appear reasonable.

Respectfully submitted

Gary I. Johnstone

Assessor

WITHAM STREET PARKING LEASE HISTORY

1997	\$1,700
1998	\$1,800
1999	\$1,900
2000	\$2,000
2001	\$2,100
2002	\$700 Extension of Contract #6797 from 6/30/02 to 10/31/02
2003	\$4,000
2004	\$4,000
2005	\$4,000
2006	\$4,000
2007	\$4,800
2008	\$5,760
2009	\$6,500
2010	\$6,500
2011	\$6,500
2012	\$6,500
2013	\$6,500
2014	\$6,500

City of Gloucester

Phone: (978) 281-9715 FAX: (978) 281-8472

email: npapows@gloucester-ma.gov

Assessors Office 9 Dale Avenue Gloucester, Massachusetts 01930

Memorandum

Mayor Sefatia Romeo Theken

From:

Nancy A. Papows, Principal Assessor

cc:

John P. Dunn, CFO

Date:

Kenny Costa, Auditor Thursday, April 16, 2015

Subject:

Declaration of Overlay Surplus

M.G.L Chapter 59 Section 25

We, the Gloucester Board of Assessors, have declared an overlay surplus for the following fiscal years:

> Fiscal Year 2012 in the amount of \$40,000.00 Fiscal Year 2013 in the amount of \$6,348.90 Fiscal Year 2014 in the amount of \$208,969.08

The total Overlay Surplus declared amount is: \$255,317.98

These amounts should be transferred from the overlay reserve accounts to the overlay surplus account #101000.10.000.32200.0000.000.000.000. This memorandum is for informational purposes only and requires no action on the part of the City Council.

> Respectfully submitted by, **BOARD OF ASSESSORS**

Nancy A. Papows, MAA

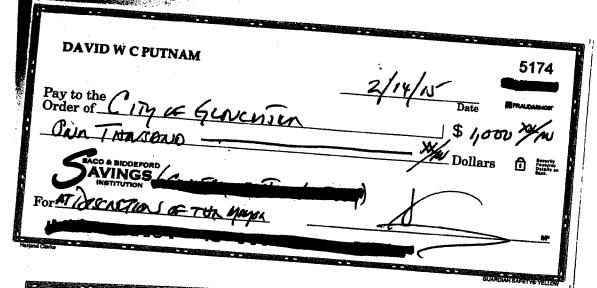
Gary I. Johnstone, MAA

Bethann B. Godinho, MAA

City of Gloucester SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST Fiscal Year 2015

****CITY COUNCIL APPROVAL- 5 VOTES NEEDED****

APPROPRIATION # 2015-SA- 27	Auditor's Use Only]			
DEPARTMENT REQUESTING TRANS	FER:		Mayor	s Office	
APPROPRIATION AMOUNT:	\$	255,317.98	-		
Account to Appropriate from:	Unifund Account #	101000.10.000	0.32200.0000	.00.000.000.000	
	Account Description	ieneral Fund, Fu	ınd Balance	- Overlay Surp	lus
Balance Before Appropri	lation \$			255,31	7.98
Balance After Appropriat	tion \$				_
Account Receiving Appropriation:	Unifund Account#	101000.10	0.423.52970.0	00.000.000.000	0.052
•	Account Description	DPW-Snow 8	& Ice Remova	al, Snow/Ice-C	ontract
Balance Before A	ppropriation \$				(924,344.33)
Balance After App	propriation \$		·····		(669,026.35)
DETAILED ANALYSIS OF NEED(S): Appro	opriate Overlay S	Surplus to reduc	e the Snow a	nd ice deficit.	
APPROVALS:					
DEPT. HEAD:	111	1	DATE:	حرادوا لا	
ADMINISTRATION:	mally	which	DATE:	4 22 15 4 22 15	
BUDGET & FINANCE:			DATE:	7/56/13	
CITY COUNCIL:			DAIL		
OIL OUTION.			DATE:		



DAVID W C PUTNAM	5171 ^C
Pay to the	2/13/15 52-7263/2112 Date BFRAIDANHOR
Pay to the City of General Own Townson Dwo	\$ 1,000 X/W
SACO & BIDDEFORD AVINGS INSTITUTION	Dollars 1 Section Control Cont
For Coscieta of THE Mayor	A
Parity Cong	