



Auburn Lewiston Municipal Airport - Board of Directors - Meeting Agenda
May 7, 2025 5:30 P.M.
Administrative Conference Room 80 Airport Drive, Auburn, Maine

Call to Order

I. Consent Items

II. Minutes

1. March 12, 2025 Meeting

III. Financial Report – Treasurer

1. FY 2025 YTD Financials
2. Fuel Sales Year over Year Comparisons/Off Peak Season Comparisons

IV. Communications –

V. Public Comment – *Members of the public are invited to speak to the Board of Directors about any issue directly related to airport business.*

VI. Old Business - None

VII. New Business –

1. Order Ratifying the Airport Director's signature on a short-term lease of the Airport Terminal kitchen space to Portland Pie Company
2. Order Authorizing the Airport Director to execute an assignment of the parking land lease at Runway Variety
3. Order Authorizing the Airport Director to execute the construction phase services contract with McFarland Johnson
4. Order Authorizing the Airport Director to execute the CDS Hangar construction contract with Ducas Construction – **TO BE UPDATED PRIOR TO MEETING**
5. Order Authorizing the Execution of a Fiscal Year 2026 – 2029 MOU between the Airport and the City of Auburn
6. Order approving the Fiscal Year 2026 Airport Operations and FBO Budgets

VIII. Reports

1. Airport Director Report
 - a. Draft Public Comment Policy – **TO BE UPDATED PRIOR TO MEETING**
2. Board of Directors Reports

IX. Executive Sessions –

1. Pursuant to MRSA 405(6) c – Real estate negotiations (Christian Hill)
2. Pursuant to MRSA 405(6) c – Real estate negotiations (Industrial Airpark)

X. Adjournment (Next Board Meeting, July 2025?)

Executive Session: On occasion, the Board of Directors discusses matters which are required or allowed by State law to be considered in executive session. Executive sessions are not open to the public. The matters that are discussed in executive session are required to be kept confidential until they become a matter of public discussion. In order to go into executive session, a Director must make a motion in public. The motion must be recorded. An executive session is not required to be scheduled in advance as an agenda item, although when it is known at the time that the agenda is finalized, it will be listed on the agenda. The only topics which may be discussed in executive session are those that fall within one of the categories set forth in Title 1 M.R.S.A. Section 405(6). Those applicable are:

A. Discussion of personnel issues

C. Discussion or consideration of the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development only if premature disclosures of the information would prejudice the competitive or bargaining position of the body or agency

D. Labor contracts

E. Contemplated litigation



Auburn Lewiston Municipal Airport - Board of Directors - Meeting Minutes

March 12, 2025 5:30 P.M.

Administrative Conference Room 80 Airport Drive, Auburn, Maine

Call to Order at 5:32 PM

Present: M. Blais, M. Garside, W. Poulin, T. Roy, L. Allen, B. Weisner, D. Chittim

Motion to take Communications out of order made by D. Chittim, seconded by M. Garside, Motion passed unanimously.

I. Consent Items

II. Minutes

1. January 8, 2025 Meeting – *Motion to accept by M. Garside, seconded by B. Weisner. Motions passed unanimously.*

III. Financial Report – Treasurer

1. FY 2025 YTD Financials – *No action, reports will be reviewed at May meeting.*
2. Fuel Sales Year over Year Comparisons/Off Peak Season Comparisons

IV. Communications –

1. Presentation from McFarland Johnson on CDS Hangar Project by J. Gorham and M. O'Brien

V. Public Comment – *Members of the public are invited to speak to the Board of Directors about any issue directly related to airport business.*

Motion to close public comment was made by P. Crowell, seconded by T. Roy, motion failed with a 4-4 vote.

Additional motion to end public comment made by M. Blais, seconded by D. Chittim, motion carried unanimously.

VI. Old Business - None

VII. New Business –

1. Order Authorizing the Airport Director to negotiate and execute a lease agreement with UPS for interim parking on Airport property on Flight Line Drive – *Motion by P. Crowell, seconded by M. Blais. Motion carried 7-0-1 with M. Blais Abstaining*
2. Order Authorizing the Airport Director to submit an updated banking resolution to Androscoggin Bank and TD Bank. *Motion by D. Chittim, seconded by M. Garside, motion carried unanimously.*

VIII. Reports

1. Airport Director Report
 - FY2026 Budget Update and Discussion
2. Board of Directors Reports – *The Board of Directors requested, without motion, a draft policy for Board meeting public comment.*

IX. Executive Sessions –

1. Pursuant to MRSA 405(6) c – Real estate negotiations (Christian Hill) – *Motion by P. Crowell, seconded by M. Garside, motion carried unanimously.*
2. Pursuant to MRSA 405(6) c – Real estate negotiations (Box Hangar Development) – *Motion by P. Crowell, seconded by M. Blais, motion carried unanimously. Upon existing executive sessions, a motion was made by M. Garside and seconded by D. Chittim to:*
 - i. *Authorize the Airport Director to Negotiate and Execute an Amended Joint Development Agreement with Fielding Properties to cost share in the Box Hangar Development Site Work;*
 - ii. *Authorize the encumbrance of \$360,000 from the Airport Land Fund to supplement the Sponsor contribution to the construction;*
 - iii. *Direct the Airport Director to request that the City of Auburn establish an omnibus Tax Increment Financing District at the Airport to encompass the Box Hangar Development Sites and the T-Hangar Development Sites*
 - iv. *Direct the Airport Director to develop and bring to the Airport Board for approval an impact fee policy to be used to repay the Land Fund and promote the remaining three box hangar sites for development**The Motion carried 7-0-1 with M. Blais abstaining*
3. Pursuant to MRSA 405(6) c – Real estate negotiations (LifeFlight of Maine) *Motion by D. Chittim, seconded by B. Weisner, motion carried unanimously*
4. Pursuant to MRSA 405(6) a – Personnel Discussion – *Motion by P. Crowell, seconded by W. Poulin, motion carried unanimously.*

X. Adjournment at 8:45 PM (Next Board Meeting, May 14th, 2025)

Executive Session: On occasion, the Board of Directors discusses matters which are required or allowed by State law to be considered in executive session. Executive sessions are not open to the public. The matters that are discussed in executive session are required to be kept confidential until they become a matter of public discussion. In order to go into executive session, a Director must make a motion in public. The motion must be recorded. An executive session is not required to be scheduled in advance as an agenda item, although when it is known at the time that the agenda is finalized, it will be listed on the agenda. The only topics which may be discussed in executive session are those that fall within one of the categories set forth in Title 1 M.R.S.A. Section 405(6). Those applicable are:

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- D. Labor contracts
- E. Contemplated litigation

AUBURN LEWISTON AIRPORT

FY2025 YTD

	FY2021	UNAUDITED	FY2023	FY2024	FY2025	FY2025
	<u>ACTUAL</u>	<u>FY2022</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ADOPTED</u>	<u>As of 4/30/25</u>
		<u>ACTUAL</u>	<u>AS OF 6/30/2023</u>	<u>As of 6/30/2024</u>	<u>BUDGET</u>	
REVENUES						
Operations						
Fees - Fuel Flowage	10,415	14,602	12,082	17,874	18,500	8,300
Fees - Landings	20,435	25,561	29,730	28,871	40,000	33,468
Christian Hill Materials	104,535	75,258	71,867	91,837	100,000	45,923
Rental Fees	264,321	270,588	208,372	130,365	175,000	163,015
Flight Simulator	-	-	192	772	2,000	720
	399,706	386,010	322,243	269,719	335,500	251,427
Non-Operations						
Municipal Subsidy	335,000	354,000	410,000	410,000	410,000	410,000
Tax Sharing	25,550	23,100	-	24,045		-
Service fees	245,485	103	467	18,840	500	1,891
Investment Income	751	563	2,946	7,115	3,000	7,005
Sale of Hangar #5 Assets				340,461	75,000	204,744
Sale of Assets	29,986	15,800	49,169	-		-
	636,772	393,566	462,582	800,461	488,500	623,639
TOTAL REVENUES	1,036,478	779,576	784,825	1,070,180	824,000	875,066
EXPENDITURES						
Regular Salaries	251,550	233,378	287,229	142,334	170,000	113,118
Overtime	3,795	4,115	5,054	6,710	9,000	5,479
Fringe Benefits	113,207	104,134	118,957	81,875	118,283	58,491
Professional Development	9,460	2,200	1,938	3,160	15,000	9,385
Gen/Professional	425	425	10,491	67,229	140,000	119,704
MV Supplies - Gas & Oil	10,799	11,878	18,175	25,732	26,000	11,780
Snow and Ice Control	17,424	9,390	17,385	-	1,000	-
Utilities	29,872	39,145	50,641	94,197	115,000	24,803
Building Maintenance	47,987	19,463	48,586	34,003	33,000	32,927
Vehicle Maintenance	32,947	38,728	21,041	26,248	25,000	24,223
Radio Maintenance	399	4,434	361	785	1,500	-
Electrical Maintenance	3,847	3,906	7,757	7,218	4,000	-
Airfield Maintenance	252,321	23,420	18,405	13,804	32,250	38,123
Computer / Office Machine	9,926	11,814	20,657	18,705	10,000	227
Pavement Maintenance	272	-	-	45,328	29,000	18,816
Advertising and Promo	5,399	2,162	12,458	1,448	7,500	-
Professional Services	14,422	18,354	29,845	36,230	42,800	15,000

**AUBURN LEWISTON AIRPORT
FY2025 YTD**

	FY2021	UNAUDITED	FY2023	FY2024	FY2025	FY2025
	ACTUAL	FY2022	ACTUAL	ACTUAL	ADOPTED	As of 4/30/25
	ACTUAL	ACTUAL	AS OF 6/30/2023	As of 6/30/2024	BUDGET	
Legal Services	9,527	7,704	37,700	14,808	20,000	21,043
Life Flight Land Fund Loan				-	12,000	12,000
Office Supplies	2,549	4,470	4,436	4,353	2,500	421
Telephone and Internet	3,312	6,899	5,048	9,803	9,000	5,431
Insurance Premiums	36,947	67,495	36,221	22,059	33,400	16,487
Depreciation	666,427	-	-	-		-
TOTAL EXPENDITURES	1,522,812	613,514	752,384	656,028	856,233	527,457
OVER / UNDER	(486,334)	166,061	32,441	414,152	(32,233)	347,609

AUBURN LEWISTON AIRPORT

FY2025 YTD

	FY2021	UNAUDITED	FY2023	FY2024	FY2025	FY2025
	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ADOPTED</u>	<u>As of 4/30/25</u>
			<u>AS OF 6/30/2023</u>	<u>As of 6/30/2024</u>	<u>BUDGET</u>	
FBO BUDGET						
REVENUES						
Fuel and Oil Sales	468,942	780,048	707,853	762,979	1,007,750	561,909
Facility Fees						27,545
Tie Down & Hanger Fees (Based)	33,764	31,439	50,723	74,487	60,000	72,147
Tie Down & Hanger Fees (Transient)						13,725
Catering	1,129	886	1,231	213		3,146
After Hour Call Out	3,100	7,077	14,600	9,275	10,000	18,075
Flight Services	2,129	930	2,218	5,258	7,000	4,570
Rental Car	1,389	2,231	2,018	2,948	3,000	2,994
Service Lease	-	-		3,600	-	-
TOTAL REVENUES	510,453	822,611	778,643	858,760	1,087,750	704,112
EXPENDITURES						
Regular Salaries	178,763	183,418	197,640	34,330	-	1,180
Overtime	1,081	6,260	6,245	32	-	-
Fringe Benefits	54,780	49,117	36,874	-	-	-
Contract Services				168,667	200,000	219,672
Advertising	868	937	18	1,282		1,778
Meals	331	987	169	-	500	
Plant Equipment	536	2,788	7,926	3,134	1,800	1,521
Ground Support Equipment	26,712	72,326	27,679	24,665	9,700	5,657
Fuels & Oils	329,406	594,712	513,707	619,743	702,500	402,181
Fuel Flowage				16,039	17,500	8,074
Office Supplies	940	63	536	-		3,483
Insurance Premiums	-	-	-			-
Hangar Loan to Cities	36,111	33,050	-	-	115,000	115,000
Building Maintenance						21,536
Utilities	13,208	14,705	16,649	-		40,487
	642,735	958,363	807,442	867,892	1,047,000	820,569
OVER / UNDER	(132,282)	(135,752)	(28,799)	(9,132)	40,750	(116,457)
			TOTAL Ops and FBO	405,019	8,517	231,152

YEAR-TO-DATE BUDGET REPORT

FOR 2025 10

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
9000 Airport Operations							
9000 Airport Operations							
9000 420035 Fees - Fuel Flowage	-18,500	0	-18,500	-8,300.30	.00	-10,199.70	44.9%*
9000 420040 Fees - Landings	-40,000	0	-40,000	-33,467.96	.00	-6,532.04	83.7%*
9000 429005 Christian Hill Mate	-100,000	0	-100,000	-45,922.85	.00	-54,077.15	45.9%*
9000 429025 Rental Fees	-175,000	0	-175,000	-163,015.47	.00	-11,984.53	93.2%*
TOTAL Airport Operations	-333,500	0	-333,500	-250,706.58	.00	-82,793.42	75.2%
9001 Airport Personnel							
9001 611000 Regular Salaries	170,000	0	170,000	5,760.00	.00	164,240.00	3.4%
9001 613000 Overtime	9,000	0	9,000	378.00	.00	8,622.00	4.2%
9001 617020 Fringe Benefits	118,283	0	118,283	7,163.91	.00	111,119.09	6.1%
9001 617030 Professional Develo	15,000	0	15,000	4,878.61	.00	10,121.39	32.5%
TOTAL Airport Personnel	312,283	0	312,283	18,180.52	.00	294,102.48	5.8%
9002 Airport Operations							
9002 611000 Regular Salaries	0	0	0	107,358.45	.00	-107,358.45	100.0%*
9002 613000 OT - Regular	0	0	0	5,101.42	.00	-5,101.42	100.0%*
9002 617020 Fringe Benefits	0	0	0	51,326.71	.00	-51,326.71	100.0%*
9002 617030 Professional Develo	0	0	0	4,505.91	.00	-4,505.91	100.0%*
9002 628000 Contract Services	0	0	0	119,703.67	11,000.00	-130,703.67	100.0%*
9002 628016 Legal Services	0	0	0	24,265.00	.00	-24,265.00	100.0%*
9002 628019 Building Repairs	0	0	0	26,306.58	.00	-26,306.58	100.0%*
9002 628020 Vehicle Repairs	0	0	0	14,124.96	.00	-14,124.96	100.0%*
9002 628039 AIRFIELD MAINTENANC	0	0	0	23,143.78	16,444.36	-39,588.14	100.0%*
9002 633030 Fuels and Oil for V	26,000	43	26,043	11,780.28	3,366.66	10,895.71	58.2%
9002 633040 Snow and Ice Contro	1,000	0	1,000	.00	.00	1,000.00	.0%
9002 633042 Pavement Maintenanc	0	0	0	1,336.56	.00	-1,336.56	100.0%*
9002 640000 Telephones/Cell Sti	0	0	0	5,430.88	.00	-5,430.88	100.0%*
9002 641100 Utilities	115,000	0	115,000	24,802.50	.00	90,197.50	21.6%
TOTAL Airport Operations	142,000	43	142,043	419,186.70	30,811.02	-307,955.07	316.8%
9003 Airport Maintenance							
9003 628000 PS - Gen/Profession	140,000	0	140,000	.00	.00	140,000.00	.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2025 10

ACCOUNTS FOR:			ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT	
9000	Airport Operations		APPROP	ADJSTMTS	BUDGET	YTD	ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
9003	628019	Building Maintenance	33,000	500	33,500	6,620.14		500.00	26,379.86	21.3%
9003	628020	Vehicle Maintenance	25,000	0	25,000	10,097.80		565.61	14,336.59	42.7%
9003	628021	Radio Maintenance	1,500	0	1,500	.00		.00	1,500.00	.0%
9003	628038	Electrical Maintena	4,000	0	4,000	.00		.00	4,000.00	.0%
9003	628039	Airfield Maintenan	32,250	5,136	37,386	14,979.64		11,187.43	11,219.15	70.0%
9003	633041	Computer/Office Mac	10,000	0	10,000	226.97		.00	9,773.03	2.3%
9003	633042	Pavement Maintenan	29,000	708	29,708	17,479.50		707.56	11,520.50	61.2%
TOTAL Airport Maintenance			274,750	6,344	281,094	49,404.05		12,960.60	218,729.13	22.2%
9004 Airport Administration										
9004	620000	Advertising and Pr	7,500	0	7,500	.00		.00	7,500.00	.0%
9004	628000	Professional Servic	42,800	20,000	62,800	15,000.00		.00	47,800.00	23.9%
9004	628016	Legal Services	20,000	0	20,000	-3,222.50		.00	23,222.50	-16.1%
9004	628041	Hangar Lease	115,000	0	115,000	.00		.00	115,000.00	.0%
9004	628056	Life Flight Land Fu	12,000	0	12,000	.00		.00	12,000.00	.0%
9004	633000	Office Supplies	2,500	0	2,500	421.35		.00	2,078.65	16.9%
9004	640000	Telephone and Inter	9,000	0	9,000	.00		.00	9,000.00	.0%
9004	645000	Insurance Premiums	33,400	0	33,400	16,487.29		.00	16,912.71	49.4%
TOTAL Airport Administration			242,200	20,000	262,200	28,686.14		.00	233,513.86	10.9%
9005 Airport Other Income										
9005	401600	Municipal Subsidy	-410,000	0	-410,000	-410,000.00		.00	.00	100.0%
9005	420063	Service Fees	-500	0	-500	-1,890.72		.00	1,390.72	378.1%
9005	422000	Investment Income	-3,000	0	-3,000	-7,004.54		.00	4,004.54	233.5%
9005	429013	Sale of Assets	-75,000	0	-75,000	-204,744.16		.00	129,744.16	273.0%
9005	429019	FLIGHT SIMULATOR	-2,000	0	-2,000	-720.00		.00	-1,280.00	36.0%*
TOTAL Airport Other Income			-490,500	0	-490,500	-624,359.42		.00	133,859.42	127.3%
9010 Airport-FBO										
9010	420035	Fees - Fuel and Oi	-1,007,750	0	-1,007,750	-561,909.24		.00	-445,840.76	55.8%*
9010	420051	Tie Down/Hangar/Co	-60,000	0	-60,000	-72,147.27		.00	12,147.27	120.2%
9010	420059	Fees-Catering	0	0	0	-3,146.35		.00	3,146.35	100.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2025 10

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
9000 Airport Operations	APPROP	ADJSTMTS	BUDGET	YTD	ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
9010 420060 After Hour Call Out	-10,000	0	-10,000	-18,075.00		.00	8,075.00	180.8%
9010 420061 Flight Line Service	-7,000	0	-7,000	-4,570.00		.00	-2,430.00	65.3%*
9010 420064 Rental Car	-3,000	0	-3,000	-2,994.26		.00	-5.74	99.8%*
9010 420086 TRANSIENT TIE DOWN/	0	0	0	-13,725.00		.00	13,725.00	100.0%
9010 420911 Facility Fee	0	0	0	-27,545.00		.00	27,545.00	100.0%
9010 633047 PROCESSING FEE	0	0	0	7,963.24		.00	-7,963.24	100.0%*
TOTAL Airport-FBO	-1,087,750	0	-1,087,750	-696,148.88		.00	-391,601.12	64.0%
9015 Services (FBO) Expenses								
9015 611000 Regular Salaries	0	0	0	1,180.00		.00	-1,180.00	100.0%*
9015 620000 Advertising	0	0	0	1,777.58		.00	-1,777.58	100.0%*
9015 628000 Prof/Contracted Ser	200,500	0	200,500	219,671.87		.00	-19,171.87	109.6%*
9015 628019 Building Maintenan	0	0	0	21,535.76		2,749.00	-24,284.76	100.0%*
9015 628021 Plant Equipment	1,800	0	1,800	1,521.10		.00	278.90	84.5%
9015 628041 FBO HANGAR LOAN	0	0	0	115,000.00		.00	-115,000.00	100.0%*
9015 628044 Ground Support Equi	9,700	94	9,794	5,657.43		93.76	4,042.57	58.7%
9015 628071 Fuel Flowage	17,500	0	17,500	8,074.40		.00	9,425.60	46.1%
9015 633000 Office Supplies	0	0	0	3,482.99		.00	-3,482.99	100.0%*
9015 633030 Fuels & Oils	702,500	0	702,500	402,180.52		191,276.76	109,042.72	84.5%
9015 641100 Utilities	0	0	0	40,487.11		.00	-40,487.11	100.0%*
TOTAL Services (FBO) Expenses	932,000	94	932,094	820,568.76		194,119.52	-82,594.52	108.9%
TOTAL Airport Operations	-8,517	26,480	17,963	-235,188.71		237,891.14	15,260.76	15.0%
TOTAL REVENUES	-1,911,750	0	-1,911,750	-1,579,178.12		.00	-332,571.88	
TOTAL EXPENSES	1,903,233	26,480	1,929,713	1,343,989.41		237,891.14	347,832.64	

Auburn Air Center - Fuel Sales Comparison for First 10 Months of FY (FY19 to FY25)

Quantity (gallons) by Fiscal Year

Product	Pay Type	2019	2020	2021	2022	2023	2024	2025
Avgas 100LL	Cash/Invoiced	16294.3	17710.6	11805.51	9345.3	8735.9	15926.8	11630.8
Avgas 100LL	Credit Card	10730.65	10916.7	10607.7	8299.2	8871.05	10287.1	32273.8
	TOTAL 100LL	27024.95	28627.3	22413.21	17644.5	17606.95	26213.9	43904.6
Jet A Fuel	Cash	47733.9	51494.3	17358	14589	4679	1552	203
Jet A Fuel	Contract Fuel	26801	53298	38366	58295	45703.12	72676.5	49577
Jet A Fuel	Credit Card	20676.1	17529	9071	19227	19170	18705	12776
	TOTAL Jet A	95211	122321.3	64795	92111	69552.12	92933.5	62556

**FY2020 included over 16,000 in Jet A sales to Elite Airways*



Auburn – Lewiston Municipal Airport Board Meeting Information Sheet

Board Workshop or Meeting Date: May 7, 2025

Author: Jonathan P. LaBonte, Airport Director

Subject: Short-term Kitchen Lease to Topsy Chariot LLC

Information: Topsy Chariot, LLC, an affiliated company to Maine-based Portland Pie Company, has agreed to lease the kitchen area for one year to support their catering business. There may be potential for further partnerships after year one. This lease has not been executed but will be soon.

The lease provides for Topsy Chariot to cover the remaining portion of utilities for the restaurant (currently covered 50% by Chickadee Aviation), \$200 per month in lease payments, and a \$3,000 catering credit to support Airport hosted aviation events in the coming year.

This is a positive way to reduce areas of losses that remain at the Airport, as well as position us to host activities for based and visiting pilots and the community with food available.

Airport Financial Impacts: \$2,400 in rental income, reduction in utilize expense liability

Recommended Action: Authorizing the Airport Director to execute the lease agreement for the terminal kitchen area to Topsy Chariot, LLC or an affiliated company

Previous Meetings and History:

Attachments:

Lease Draft



AUBURN-LEWISTON MUNICIPAL AIRPORT
RESTAURANT KITCHEN SPACE LEASE AGREEMENT

TENANT

TIPSY CHARIOT LLC

SPONSOR

AUBURN-LEWISTON MUNICIPAL AIRPORT

Date of Execution: April 29, 2025

Initial Term: May 1, 2025 - April 30, 2026

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of April, 2025, by and between AUBURN-LEWISTON MUNICIPAL AIRPORT a body politic and corporate existing under the laws of the State of Maine, hereinafter referred to as "Sponsor", and TIPSYPY CHARIOT LLC a corporation organized under the laws of the State of Maine, whose principal place of business is 296 High Street, South Portland, Maine 04106_____ hereinafter referred to as "Tenant". The term "Parties" shall refer and apply to both "Sponsor" and "Tenant."

WITNESETH:

Whereas, the Sponsor owns and operates the Auburn-Lewiston Municipal Airport ("Airport") located in Auburn, Maine and

Whereas, the Sponsor has constructed upon the Airport a terminal ("Terminal") to serve the needs of the traveling public and has a commercial kitchen currently unused; and

Whereas, the Tenant is engaged in the business of operating food and beverage catering and is desirous of operating their catering business at the Airport; and

Now therefore, for in consideration of the foregoing and of the mutual covenants hereinafter contained, and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 **DEFINITIONS**

The following words, terms, and phrases wherever used in this Agreement shall for the purpose of this Agreement have the following meaning:

- A. Agreement - This Lease Agreement, and as used herein contemplates and includes the lease of space in the terminal.
- B. Agreement Year- the First Agreement Year is May 1, 2025, through April 30, 2026
- C. Airport - The Auburn-Lewiston Municipal Airport (LEW), located in the City of Auburn, Maine, including any real property, the fee simple title to which is vested in the Sponsor.
- D. Tenant – TIPSYPY CHARIOT LLC, a corporation organized under the laws of the State of Maine.
- E. Parties - Refers and applies to Sponsor and Tenant.
- F. Premises - Areas set forth in Article 3 where the business of Tenant may be conducted.
- G. Terminal - The passenger terminal building at the Airport serving the traveling public.

ARTICLE 2 **PRIOR AGREEMENTS**

This Agreement represents the complete Agreement of the parties and any prior Agreements or representations, whether written or verbal, are hereby superseded.

ARTICLE 3

LEASED PREMISES

Tenant accepts all Leased Premises in "as is" condition. Sponsor hereby assigns Leased Premises to Tenant, described as follows:

- A. Restaurant Kitchen Space, excluding the seating area, but including access to and use of the Airport-owned kitchen equipment.

ARTICLE 4

USE OF PREMISE

4.1 Rights Granted

The Sponsor hereby grants to Tenant, subject to all the terms, covenants, and conditions of this Agreement, the right to operate its catering business activities within the leased premises. Tenant agrees not to undertake any use not authorized by this Agreement.

4.2 Operational Requirements

Tenant must dispose of all trash, debris, and grease, in areas and containers designated by the Sponsor. Tenant may not place or leave or permit to be placed or left in or upon any part of the common areas or corridors adjacent to the Leased Premises any garbage, debris, or refuse. The disposal of any trash, debris, or any components from Tenant's operation shall be subject to local, state, and federal environmental laws and regulations to include adopted code of NFPA.

ARTICLE 5

USE OF AIRPORT

Sponsor hereby grants to Tenant the following general privileges, uses and rights, all of which shall be subject to the terms, conditions, and covenants hereinafter set forth and all of which shall be non-exclusive:

- A. The general use, in common with others, of all public Airport facilities and Improvements which are now, or hereafter connected with, or appurtenant to, said Airport, to be used by Tenant, its agents and employees, patrons, and invitees, suppliers of service, furnishers of material, and its authorized sublessee, if any, in connection with its operations hereunder. For the purposes of this Agreement, "Public Airport Facilities" shall include all necessary roadways, sidewalks, and/or other public facilities appurtenant to said Airport, not specifically leased to or under the contractual control of others.

- B. The non-exclusive right to ingress to and egress from the Premises and over public roadways serving the Airport for Tenant, its agents and employees, patrons and invitees, suppliers of service, furnishers or material, and its authorized sublessees, if any. Said right shall be subject to such laws, rules, regulations, and orders as now or may hereafter have application at the Airport.

Nothing herein contained shall be construed to grant Tenant the right to use any space or area which is leased to a third party, or which Sponsor has not leased herein. Tenant shall have no right or privilege to use any space or area outside of the

ARTICLE 6

TERM OF AGREEMENT

6.1 Initial Term

The Initial Term shall commence May 1, 2025, and continue thereafter through April 30, 2026, unless otherwise amended or terminated as provided herein.

6.2 Holdover Provision

In the event Tenant, with Sponsor approval, shall continue to occupy the Leased Premises beyond the Term of this Agreement, such holding over shall not constitute a renewal of this Agreement, but shall be considered a month-to-month tenancy only incorporating all terms and conditions of this Agreement. No such holdover shall be deemed to operate as renewal or extension of the Term. Such month-to-month tenancy may be terminated by the Sponsor or Tenant by giving sixty (60) days' written notice of said termination to the other party at any time. Tenant will have no rights to renew or extend the Term of this Agreement.

ARTICLE 7

RENTAL FEE

As consideration for Tenant's use of the Leased Premises and the privilege of doing business at the Airport, Tenant shall pay Sponsor \$200 per month. In addition, the Tenant shall provide the Sponsor with credit for catering services of up to \$3,000 during the Initial Term. The Sponsor shall coordinate requests for services at least fourteen (14) days in advance. The credit would hold no monetary value if not utilized during the Initial Term.

7.1 Service Charge on Worthless Checks

In the event Tenant delivers a worthless check or draft to Sponsor in payment of any obligation arising under this Agreement, Tenant shall incur a service charge of Thirty Dollars (\$30.00) or five percent (5%) of the face amount of such check, whichever is greater; or, if Maine Statute Title 14, §6071 is amended, such other fee as shall be set by said statute.

7.2 Submittal of Payments

Tenant shall forward all payments required by this Agreement to the following address:

Auburn-Lewiston Municipal Airport
80 Airport Drive

ARTICLE 8
NET AGREEMENT

This Agreement is net to Sponsor. Tenant is responsible for all the costs of all utilities, equipment maintenance costs, taxes and assessments of any nature whatsoever incurred on or assessed against the Leased Premises during the Term of this Agreement. Sponsor is authorized to sub-meter or reasonably allocate costs for any utilities and trash removal furnished by Sponsor or not separately metered to Tenant. Tenant will promptly reimburse Sponsor for these costs.

ARTICLE 9
OBLIGATIONS OF TENANT

9.1 Operational Standards

During the Term of this Agreement, Tenant shall meet and maintain the following minimum operational standards:

- A. Taxes. Promptly pay all taxes or assessments levied against its leasehold interest in the Premises, its leasehold improvements, equipment, and personal property, and its operations under this Agreement, and sales, use or similar taxes levied or assessed on any payments made by Tenant hereunder.
- B. Liens. Not permit, and take immediate steps to remove, any liens placed against Premises and/or property of Tenant used in its operation at the Airport.
- C. Restoration of Premises. At its sole cost and expense, restore to the original new condition, ordinary wear and tear excepted, any area of the Premises modified during the Term of this Agreement. This provision includes restoration of Airport property resulting from removal, alteration, reconfiguration, or any modification accomplished by or for Tenant and necessary for proper housekeeping of the Premises throughout the term hereof or at expiration, cancellation, forfeiture, or other termination of this Agreement. Restoration shall include damage to terminal infrastructure and utilities outside of Premises if caused by Tenant.
- D. Garbage and Waste. Provide and pay for the proper sanitary handling and daily removal of all trash, garbage, waste materials, and other refuse resulting from its operation. Tenant shall cause its agents and employees to use proper waste receptacles for accumulated waste. Tenant shall take all steps reasonable and necessary to completely bag and enclose all food stuff products and not to leave same exposed, even in outside garbage receptacles, it being acknowledged by the parties hereto that garbage consisting of food stuffs can be a health menace and can

lead to infestation by rodents or pests. In the event Sponsor in its reasonable judgment determines that the disposal of and at the Airport in an orderly and proper manner so as not to annoy, disturb or offend the public and others on Airport premises. The public shall be given the highest consideration in matters affecting the operation and the use of Airport premises.

- E. Maintenance Responsibilities. The Tenant shall, continuously during the Term hereof, at the Tenant's sole cost and expense, keep the Leased Premises, all furniture, fixtures, equipment, and apparatuses, and every part thereof, in good condition and repair, and in compliance with applicable laws, including the replacement of any facility or equipment of the Sponsor used by the Tenant which requires replacement by reason of the Tenant's use thereof, minus ordinary wear and tear.

ARTICLE 10

DEFAULT BY TENANT

10.1 Default by Tenant

The occurrence of any of the following events shall constitute a default by Tenant:

- A. Tenant's failure to pay the rent or any other sums payable hereunder, and if such failure shall continue for a period of fifteen (15) days after written notice from the Sponsor to Tenant.
- B. Tenant's failure to provide and maintain current security bond or irrevocable letter of credit as required herein, and if such failure shall continue for a period of thirty (30) days after written notice from the Sponsor to Tenant.
- C. Tenant's failure to provide and maintain all certificates of insurance as required herein, and if such failure shall continue for a period of thirty (30) days after written notice from the Sponsor to Tenant.
- D. Tenant's failure to observe, keep or perform any of the other terms, covenants, agreements or conditions of this Agreement or in the Airport Rules and Regulations, and if such failure shall continue for a period of thirty (30) days after written notice from the Sponsor to Tenant.
- E. The bankruptcy of Tenant.
- F. An assignment by Tenant for the benefit for creditors.
- G. A receiver or trustee being appointed for Tenant, or a substantial portion of Tenant's assets and the receivership is not set aside within 30 days after such appointment.

- H. Tenant's voluntary petitioning for relief under, or otherwise seeking the benefit of, any bankruptcy, reorganization, and arrangement or insolvency law and said proceeding is not dismissed, discontinued, or vacated within 30 days.
- I. Tenant's allowing any kind of a lien to be placed on any property of Sponsor or attempting to pledge its interest hereunder.
- J. Tenant's interest under this Agreement being sold under execution or other legal process.
- K. Tenant's interest under this Agreement being modified or altered by any unauthorized assignment or subletting or by operation of law.
- L. Any of the goods or chattels of Tenant used in, or incident to, the operation of Tenant's business in the Premises being seized, sequestered, or impounded by virtue of, or under sponsor of, any legal proceeding.
- M. Tenant's failure to cooperate with any environmental laws, programs or audits promulgated by Sponsor or applicable regulatory agencies which may be revised from time to time, and if such failure shall continue for a period of 30 days after written notice from Sponsor to Tenant.

10.2 Additional Provisions

No action under this Article by the Sponsor shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to Tenant, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any monies due to the Sponsor hereunder or of any damages accruing to Sponsor by reason of the violations of any of the terms, provision and covenants herein contained. Sponsor's acceptance of rental fees or other monies following any event of default hereunder shall not be construed as Sponsor's waiver of such event of default. No forbearance by Sponsor of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by Sponsor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other violation or default. Legal actions to recover for loss or damage that Sponsor may suffer by reason of termination of this Agreement or the deficiency from any reletting as provided for above shall include the expense of repossessions or reletting and any repairs or remodeling undertaken by Sponsor following repossession.

ARTICLE 11 **WAIVER OF JURY TRIAL**

The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Agreement, the relationship of Sponsor and Tenant, Tenant's use, or occupancy of the Premises and/or building, and/or claim or injury or damage. In the event Sponsor commences any proceeding to enforce this Agreement or the Sponsor/Tenant relationship between the parties or for nonpayment of rental fees (of any nature whatsoever) or additional monies due Sponsor from Tenant under this Agreement, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. In the event Tenant must, because of applicable court rules, interpose any counterclaim or other claim against Sponsor in such proceedings, Sponsor and Tenant covenant and agree that, in addition to any other lawful remedy of Sponsor, upon motion of Sponsor, such counterclaim or other claim asserted by Tenant shall be severed out of the proceedings instituted by Sponsor and the proceedings instituted by Sponsor may proceed to final judgment separately and apart from and without consolidation with or reference to the status of each counterclaim or any other claim asserted by Tenant.

ARTICLE 12 **TIME OF THE ESSENCE**

Time is of the essence of this Agreement; and in case Tenant shall fail to perform the covenants or conditions on its part to be performed at the time fixed for the performance of such respective covenants or conditions by the provisions of this Agreement, Sponsor may declare Tenant to be in default of such Agreement, excepting unavoidable delays beyond the control of Tenant.

ARTICLE 13 **TAXES, PERMITS, LICENSES**

Tenant shall maintain in force all licenses, permits and other certificates required by federal, state, county, or municipal authorities for its operation under the terms of this Agreement. Tenant shall bear, at its own expense, all costs of operating its equipment and business, including any applicable sales taxes, as well as all other taxes assessed against food and beverage operations, furnishings, equipment or stocks of merchandise and supplies and shall obtain and pay for all permits, licenses, or other authorizations required by sponsor of law in connection with the operation of its business at the Airport.

ARTICLE 14 **INSURANCE**

Tenant shall, at its expense, continuously during the term of this Agreement, retain the following insurance coverages and limits:

- A. Commercial General Liability insurance, including broad form contractual liability insurance, products/completed operations, independent contractor, and broad form

property damage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

- B. Commercial Umbrella or Excess Liability Insurance with a limit of not less than two million Dollars (\$2,000,000) aggregate. Sponsor and its Board of Directors shall be named as additional insured with right of notice in the policy.
- C. Liquor Liability, if applicable, occurring on or in any way related to the Premises or occasioned by reason of the operations of Tenant combined single limit of not less than one million dollars (\$1,000,000).
- D. All Risk Property Insurance, including flood or earthquake, on all equipment and improvements now or hereafter located upon the Premises in an amount equal to the replacement cost of such improvements. Said insurance shall contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder. Tenant agrees to personally assume total responsibility for any damage, destruction or theft of its displays and equipment which may occur from Tenant's operations. Tenant agrees that Sponsor shall not be responsible for any damage or losses incurred by Tenant from its operations at the Airport.
- E. Workers' Compensation insurance as required by law or letter of exemption stating thereon the reason for the exemption.

The certificates of insurance evidencing the foregoing coverage shall contain a certification that the policy cannot be canceled or changed in any manner which might adversely affect Sponsor, without thirty (30) days prior written notice to the Sponsor. They shall also state that coverage required by this Agreement has been endorsed to include Sponsor as an additional insured.

Tenant agrees to procure such other insurance in amounts and containing provisions as the Sponsor may reasonably require from time to time in its discretion. All such insurance shall be carried in solvent insurance companies authorized to do business in the State of Maine and approved by Sponsor.

Tenant's failure to provide and maintain current, all Certificates of Insurance required pursuant to this Article shall constitute a default by Tenant.

ARTICLE 15

INDEMNIFICATION

Tenant agrees to protect, defend, reimburse, indemnify and hold Sponsor, its agents, employees and appointed officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from Sponsor by reason of any damage to property or the environment, including any contamination of Airport property such as the soil or storm water by fuel, gas, chemicals or

other substances deemed by the EPA to be environmental contaminants at the time this Agreement is executed or as may be redefined by the appropriate regulatory agencies in the future, or bodily injury (including death) incurred or sustained by any agent or employee, and any third party whomsoever, or any governmental agency, arising out of or incident to or in connection with Tenant's performance under this Agreement, Tenant's use or occupancy of the Premises, Tenant's acts, omissions or operations hereunder or the performance, nonperformance or purported performance of Tenant or any breach of the terms of this Agreement. Provided, however that Tenant shall not be responsible to the Sponsor for all claims, liability, expenses, losses, costs, fines, and damages (including attorney fees) and causes of action occasioned solely by any gross negligent or willful misconduct of the Sponsor, its agents, employees, officers, representatives, and contractors. Tenant recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges that it is an express condition of this Agreement. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements as attached hereto shall not relieve Tenant of its liability or obligation to indemnify Sponsor as set forth in this Article.

ARTICLE 16

DAMAGE OR DESTRUCTION

16.1 Obligation to Restore Premises

Tenant hereby assumes full responsibility for the character, acts, and conduct of all its agents, employees, officers, representatives, contractors, invitees, or any person admitted to the Premises by or with the actual or constructive consent of Tenant and acting for or on behalf of Tenant. If the Premises, or any part thereof, or any other Airport facilities, during the Term of this Agreement or any extension thereof, shall be damaged by the act, default, or negligence of Tenant, or of Tenant's Members, agents, employees, officers, representatives, or contractors, Tenant shall at its sole cost and expense restore said Premises to the condition existing prior to such damage.

16.2 Right to Enter and Restore

If Tenant fails, within reasonable time to commence restoration of the said Premises as required above, Sponsor shall have the right to enter the Premises and perform the necessary restoration, and Tenant hereby expressly agrees that it shall fully assume and be liable to Sponsor for reimbursement of the costs. Reimbursement costs shall be due and payable within sixty (60) days following the Sponsor's invoicing.

16.3 Fire or Other Casualty

Notwithstanding the foregoing, at any time during the term of this Agreement or any extension thereof except as otherwise provided in Article 20.5 below, should the improvements constructed by or for Sponsor or Tenant upon the Premises be damaged or destroyed in whole or in part by fire or other casualty, Tenant shall give prompt notice in writing to Sponsor, and Tenant, may, subject to prior written approval of Sponsor, repair,

replace and the same to the satisfaction of Sponsor. Such repairs, replacements or rebuilding shall be made by Tenant at Tenant's sole cost and expense, in accordance with Sponsor's requirements; provided that, prior to commencing construction, Sponsor may require Tenant to furnish a performance and payment bond and builder's risk insurance, all of which shall be in such amounts and in such form as shall be acceptable to Sponsor in its sole discretion. Upon compliance with the foregoing, and after settlement shall have been made with the insurance company or companies and said proceeds of such insurance policy or policies shall have been paid jointly to Tenant and Sponsor, Tenant shall commence such repair, replacements, or rebuilding within a reasonable time and shall continue such work with reasonable diligence until completion.

16.4 Insurance Proceeds

Upon receipt by Tenant of the proceeds of any insurance policy or policies, the proceeds shall be deposited in an escrow account approved by Sponsor so as to be available to pay for the cost of such repair, replacement, or rebuilding. Such proceeds shall be disbursed during construction to pay the costs of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, Tenant shall pay any additional sums required into said escrow account. If the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be remitted to Tenant.

16.5 Right to Cancel

Should the improvements on the Premises be damaged or destroyed in whole or in part by fire or other casualty, Tenant, may, subject to approval by Sponsor at its sole discretion, be relieved of the obligation to repair, replace, or rebuild the same and have the right to cancel this Agreement. In such event, Tenant shall provide Sponsor written notice within thirty (30) days after the date of any such damage or destruction and, upon approval by Sponsor, this Agreement shall terminate, and the insurance proceeds received or receivable under any policy of insurance shall be paid to and retained by Sponsor. All fees payable under this Agreement shall be prorated and paid to the date of such termination. The receipt and acceptance of insurance proceeds by Sponsor under this Article 20.5 will relieve Tenant from any responsibility to restore the Premises to their former condition, and Tenant further waives any claim against Sponsor for damages or compensation, should this Agreement be so terminated.

16.6 Termination Upon Destruction or Other Casualty

Except as otherwise provided in this Agreement, in the event that the Premises or any part thereof shall be destroyed or damaged in whole or part by fire, water, or any other cause, or if any other casualty or unforeseen occurrence shall likewise render the fulfillment of this Agreement by Sponsor impossible, then thereupon this Agreement shall terminate and Tenant shall pay fees for said Premises only up to the time of such termination, and Tenant shall hereby waive any claim for damages or compensation should this Agreement be so terminated.

ARTICLE 17
RULES AND REGULATIONS

Tenant shall at all times comply with applicable Federal, State, and local laws and regulations, Airport Rules and Regulations, all applicable health rules and regulations, and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, Sponsor or Airport Management including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations, fire codes and any other operational matters related to the operation of the Airport.

ARTICLE 18
ENVIRONMENTAL REGULATIONS

Notwithstanding any other provision of this Agreement, Tenant acknowledges that certain properties and use of properties within the Airport are subject to environmental regulations. Tenant agrees to observe and abide by said regulations as applicable to its use of the Airport, and in addition to any and all other Agreement requirements, and any other covenants and warranties herein, Tenant hereby expressly warrants, guarantees, and represents to Sponsor, upon which Sponsor expressly relies, that Tenant is aware of federal, state, regional and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Tenant of its operations pursuant to or upon the Premises. Tenant expressly represents, covenants, warrants, guarantees, and agrees that it shall comply with all applicable federal, state, regional and local laws, regulations and ordinances protecting the environment and natural resources including, but not limited to, the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("Superfund") and all rules and regulations promulgated or adopted thereunder as same may from time to time be amended. Tenant further expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all state and local laws, ordinances, rules, and regulations protecting the environment. Tenant agrees to keep informed of future changes in the existing environmental laws.

Tenant hereby expressly agrees to indemnify and hold Sponsor harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by, Tenant's failure to comply with any and all applicable federal, state and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Tenant agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

ARTICLE 19
FEDERAL AVIATION ADMINISTRATION

This Agreement may be subject to review and approval by the Federal Aviation Administration (FAA). If the FAA objects to any portion of the Agreement, the Parties will negotiate to resolve any FAA objection(s).

ARTICLE 20
AMERICANS WITH DISABILITIES ACT

Tenant shall comply with the requirements of "The Americans with Disabilities Act" (ADA) as published in the Federal Register, Volume 56, No. 144 and the State of Maine Accessibility Requirements Manual (ARM).

ARTICLE 21
NONDISCRIMINATION

Tenant, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that Tenant shall use the Airport Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

In the event of breach of any of the above nondiscrimination covenants, Sponsor shall have the right to terminate the Agreement and to re-enter into a new agreement as if said Agreement had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, part 21 are followed and completed, including exercise or expiration of appeal rights.

ARTICLE 22
PROPERTY RIGHTS RESERVED

This Agreement shall be subject and subordinate to all the terms and conditions of any instruments and documents under which Sponsor acquired the land or improvements thereon, of which said food and beverage locations are a part and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Tenant understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between Sponsor and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport

by any other governmental entity. Sponsor warrants and represents that, as of the date hereof, there are no instruments, documents or other restrictions described in this Article 28 which could operate to restrict, impair or prohibit Tenant's ownership and operation of a business in compliance with this Agreement. Sponsor will provide written notice to Tenant of the imposition hereafter of any restrictions or other provisions which could operate to restrict, impair or prohibit the operation of such business by Tenant.

ARTICLE 23

SUBORDINATION TO FEDERAL AGREEMENTS

This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the Sponsor acquired the land or improvements thereon and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Tenant understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between Sponsor and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Sponsor warrants and represents that, as of the date hereof, there are no terms or provisions in such agreements, assignments or resolutions described in this Article 29 which could operate to restrict, impair or prohibit Tenant's ownership and operation of a business in compliance with this Agreement.

ARTICLE 24

EMINENT DOMAIN

In the event the United States of America or the State of Maine shall, by exercise of the right of eminent domain or any other power, acquire title in whole or in part of the Airport, including any portion assigned to Tenant, Tenant shall have no right of recovery whatsoever against Sponsor but shall make its claim for compensation solely against the United States of America or the State of Maine, as the case may be.

ARTICLE 25

PERSONAL PROPERTY

Any personal property of Tenant or of others placed in the Premises shall be at the sole risk of Tenant or the owners thereof, and Sponsor shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and Tenant hereby waives all rights of subrogation or recovery for such damage, destruction, or loss.

ARTICLE 26

ASSIGNMENT AND SUBLETTING

Tenant shall not assign or subcontract this Agreement, either in whole or in part, without prior written consent of Sponsor which consent may be withheld for any reason whatsoever

at the sole discretion of Sponsor. No request for, or consent to, such assignment shall be considered unless Tenant shall have paid all fees, and charges which have accrued in favor of Sponsor and Tenant shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Agreement or as this Agreement may be subsequently amended or modified. Sponsor reserves the right to investigate the financial capacity of the proposed assignee or subcontractor prior to making its decision.

ARTICLE 27

ADDITIONS, ALTERATIONS AND SIGNS

34.1 Alterations or Additions

Tenant shall make no alterations or additions to the Premises or leasehold improvements thereon, without the prior written consent of Sponsor.

34.2 Signs

Tenant shall not erect and will not allow to be erected on the Premises any advertising, sign or poster or any other advertising device of whatever kind or notice without prior written approval of Sponsor, which may be withheld for any reason whatsoever at Sponsor's sole discretion. Merchandise display and promotional signs within the Premises are exempt from this requirement provided they are in good taste and satisfy the operational, performance and service standards herein.

ARTICLE 28

RELATIONSHIP OF THE PARTIES

Tenant is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Sponsor shall in no way be responsible therefor.

ARTICLE 29

RIGHTS RESERVED TO SPONSOR

Rights not specifically granted to Tenant by this Agreement are expressly and independently reserved to Sponsor. The Sponsor expressly reserve(s) the right to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute a hazard.

ARTICLE 30

RIGHT OF ENTRY

Sponsor shall have the right to enter the Premises for the purpose of protecting Sponsor's rights and interest, providing for periodic inspection of the Premises from the standpoint of safety and health, and monitoring Tenant's compliance with the terms of this Agreement.

ARTICLE 31

RIGHT OF FLIGHT

Sponsor reserves, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by Sponsor, including the Premises, together with the right to cause in said airspace, such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport.

Tenant expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply with Federal Aviation Regulations, Part 77, or Maine statute.

Tenant further expressly agrees for itself, its successors, and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

ARTICLE 32 SURRENDER OF PREMISES

Tenant shall surrender up and deliver the Premises to Sponsor upon termination of this Agreement in the same condition as existed at the commencement of this Agreement, ordinary wear and tear excepted. Provided Tenant is not in default in the payment of fees and charges required under this Agreement, Tenant, at the termination of this Agreement, shall remove all its personal property from the Premises forthwith. Failure on the part of Tenant to remove same on the date of termination shall constitute a gratuitous transfer of title thereof to Sponsor for whatever disposition is deemed to be in the best interest of Sponsor. Any costs incurred by Sponsor in the disposition of such personal property shall be borne by Tenant.

ARTICLE 33 NO ACCEPTANCE OF SURRENDER

No action by Sponsor or Sponsor's agents or employees during the term of this Agreement shall be deemed an acceptance of the surrender of this Agreement and no acceptance of a surrender shall be valid unless in writing.

ARTICLE 34 GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Maine. Venue for any action brought pursuant to this Agreement shall be in Androscoggin County, Maine. Any action for breach of or enforcement of any provision of this Agreement shall be brought in the Androscoggin County District Court.

ARTICLE 35

ATTORNEY'S FEES AND COSTS

In the event legal action is required hereunder to enforce the rights of the parties pursuant to this Agreement the prevailing party in such action shall be entitled to recover costs and attorney's fees, including appellate fees.

ARTICLE 36 INVALIDITY OF CLAUSES

The invalidity of any portion, article, paragraph, provision, or clause of this Agreement shall have no effect upon the validity of any other part of portion thereof.

ARTICLE 37 QUIET ENJOYMENT

Sponsor covenants that Tenant shall and may peaceably and quietly have, hold and enjoy the Premises and all parts thereof for the term hereby granted, subject to the terms and provisions hereof.

ARTICLE 38 MORTGAGE RIGHTS OF LESSEE

Tenant may mortgage, pledge, or hypothecate its property and leasehold interest provided Tenant as a condition precedent first provides to Sponsor written evidence that the priority right of Sponsor under this Agreement will not be adversely affected by such action.

ARTICLE 39 CORPORATE TENANCY

If Tenant is a corporation, the undersigned officer of Tenant hereby warrants and certifies to Sponsor that Tenant is a corporation in good standing and is authorized to do business in the State of Maine. The undersigned officer of Tenant hereby further warrants and certifies to Sponsor that he or she, as such officer, is authorized and empowered to bind the corporation to the terms of this Agreement by his or her signature thereto. If there shall occur any change in the ownership of and/or power to vote the majority of the outstanding capital stock of Tenant, whether such change or ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of Sponsor, then Sponsor shall have the option to terminate this Agreement upon thirty (30) days' written notice to Tenant, furthermore, Tenant shall have an affirmative obligation to notify immediately Sponsor of any such change.

ARTICLE 40 NOTICES AND COMMUNICATIONS

All notices or other communications to Sponsor or to Tenant pursuant hereto shall be deemed validly given, served, or delivered, upon deposit in the United States mail, certified and with proper postage and certified fee prepaid, addressed as follows:

Sponsor:

Auburn-Lewiston Municipal Airport
80 Airport Drive
Auburn, Maine 04210

Tenant:

TIPSY CHARIOT LLC
296 High Street
South Portland, Maine 04106

or to such other address as the addressee may designate in writing by notice to the other party delivered in accordance with the provisions of this paragraph.

ARTICLE 41
FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes, then this Agreement shall thereupon terminate, and Sponsor shall be released and fully discharged from all liability hereunder. In the event of such termination, Tenant's obligation to pay rents and other charges shall cease, however, nothing herein shall be construed as relieving Tenant from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

ARTICLE 42
WAIVERS

No waiver by Sponsor at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Tenant. No delay, failure, or omission of Sponsor to reenter the Premises or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees and charges then or thereafter accrued, shall impair any such right, power, privilege, or option or be construed to be a waiver of any such default or relinquishment thereof, or acquiescence therein. No notice by Sponsor shall be required to restore or revive time as of the essence hereof after waiver by Sponsor or default in one or more instances. No option, right, power, remedy, or privilege of Sponsor shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, power, options, or remedies given to Sponsor by this Agreement are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one (1) right, power, option or remedy by Sponsor shall not impair its rights to any other right, power, option or remedy.

ARTICLE 43
PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience in reference and are not intended to specifically define or limit the scope of any provision of this Agreement.

ARTICLE 44
FAMILIARITY AND COMPLIANCE WITH TERMS

Tenant represents that it has carefully reviewed the terms and conditions of this Agreement and is familiar with such terms and conditions and agrees to faithfully comply with the same to the extent to which said terms and conditions apply to its activities as authorized and required by this Agreement.

ARTICLE 45
SUCCESSORS AND ASSIGNS

All provisions of this Agreement shall extend to bind and inure to the benefit not only of Sponsor and of Tenant, but also their legal representatives, successors, and assigns, provided any assignment receives prior written approval of Sponsor.

ARTICLE 46
MISCELLANEOUS PROVISIONS

All terms and provisions hereof shall be binding upon, and the benefits inure to the parties hereto and their heirs, personal representatives, successors, and assigns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. This Agreement, and instruments of documents relating to same, shall be construed under Maine law. This Agreement may subsequently be amended only by written instrument signed by the parties hereto.

Continued, on next page.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

AUBURN-LEWISTON MUNICIPAL AIRPORT

TIPSY CHARIOT LLC
OWNER

Signature_____

Signature_____

Name_____

Name_____

Title_____

Title_____

Date_____

Date_____

Witness, as to Sponsor

Witness, as to Tenant

Signature_____

Signature_____

Name_____

Name_____

Title_____

Title_____

Date_____

Date_____



**Auburn – Lewiston Municipal Airport
Board Meeting Information Sheet**

Board Workshop or Meeting Date: May 7, 2025

Author: Jonathan P. LaBonte, Airport Director

Subject: Runway Variety Lease Assignment

Information: Runway Variety was sold in December of 2024 from T Brooks Holdings, LLC to Sarah's Runway Variety. The Airport had executed a lease with T Brooks Holdings for use of Airport land along Lewiston Junction Road for parking. The lease included conditions to delineate the leased area, designate an official curb opening, and remediate impacts on Airport property.

Board approval is needed to assign that lease to another owner. I will work with the new owner to ensure that the lease conditions are met.

Airport Financial Impacts: \$750 in annual rental income

Recommended Action: Authorizing the Airport Director to execute the lease assignment for Runway Variety

Previous Meetings and History:

October 16, 2024 Board Meeting and Approval for Initial Lease

Attachments:



Auburn – Lewiston Municipal Airport Board Meeting Information Sheet

Board Workshop or Meeting Date: May 7, 2025

Author: Jonathan P. LaBonte, Airport Director

Subject: Congressionally Directed Spending Hangar – Construction Phase Services

Information: The Airport received \$1.6 million in Congressionally Directed Spending (CDS), or earmark, to construct a new hangar. Through a review of the Airport Layout Plan and current customer mix, it was determined that a set of t-hangars (up to 10) would be the best utilization of that funding. In addition, the airport is allocated approximately \$243,000 annually through the Bipartisan Infrastructure Law (BIL) for airport improvements and \$150,000 per year in Airport Improvement Program (AIP) entitlement. As FAA reauthorizations have altered federal share percentages, the Airport with McFarland Johnson have negotiated eligible elements of the project, and bidding for the project completed, we now have a clearer picture of the funding mix needed to deliver this project.

In the construction phase of the project, there will be needed services for project management, material testing and oversight, and grant administration with FAA and MaineDOT. The scope of work was negotiated with FAA and McFarland Johnson to ensure it met our needs and an independent fee estimate (IFE) was secured to ensure hours per scope task and the fee structure were in line. The IFE is also included.

Airport Financial Impacts: As budgeted in FAA grants with local share available - \$322,720

Recommended Action: Authorizing the Airport Director to execute the construction phase services contract with McFarland Johnson

Previous Meetings and History:

June 2023 – FAA CIP Adoption

April 2024 – Board review of scope and fee for CDS design, authorizing Board Chair to execute

November 2024 – Board workshop on FY26-FY30 CIP

March 2025 – Board discussion on project budget and grant submissions to FAA

Attachments:

Scope and Fee from McFarland Johnson

Independent Fee Estimate commissioned from TriState Planning and Engineering

Appendix B: Consultant's ProposalOriginal
Revised1/16/2025
3/5/2025**McFarland Johnson, Inc.**
Auburn Lewiston Municipal Airport**Project Number 19186.02**
Project Administration and Construction Phase Services for
Construct T-Hangar and Taxilanes

Task and Description	Payment Terms	Hours	Fee
Task 12 - Project Administration	Actual Cost + Fixed Fee	193	\$ 32,238.88
Task 13 - Construction Administration	Actual Cost + Fixed Fee	615	\$ 145,718.20
Task 14 - Resident Project Representative and Material Testing/Building Special Inspections	Actual Cost + Fixed Fee	658	\$ 144,762.92
Total Actual Cost Plus Fixed Fee	SUBTOTAL	1,466	\$ 322,720.00

R.W. Gillespie (Materials Testing Services and Special Inspections)	\$	30,600.00
GZA (Bird Survey)	\$	7,960.00
Fennick McCredie (Architect)	\$	33,071.34
MJ Expenses	\$	19,151.00
MJ Professional Services	\$	231,937.66
Total	\$	322,720.00

Appendix B: Consultant's Proposal

McFarland Johnson, Inc.
Auburn Lewiston Municipal Airport

Original 1/16/2025
Revised 3/5/2025

Revisions highlighted

Project Number 19186.02
Project Administration and Construction Phase Services for
Construct T-Hangar and Taxilanes

Sub task	Task 12 - Project Administration	Quality Control	Project Manager	Senior Engineer	Environmental Coordinator	Project Engineer	Senior Technician	Assistant Admin Technician	Hours
12.1	Conduct pre-design scoping meeting		2						2
12.2	Develop Scope of Work, assist IFE, negotiate	2	8						10
12.3	Prepare Project Contract		2					4	6
12.4	Develop Scope of Work for material testing and building special inspections & Subcontract.		4					4	8
12.5	Develop Scope of Work for grassland bird survey & Subcontract		4		2			4	10
12.6	Develop Scope of Work for architectural construction phase services & Subcontract		4					4	8
12.7	Develop 3 grant applications		6			6		24	36
12.8	Develop AIP Request for Reimbursement FAA (9), MaineDOT (4)		4			2		26	32
12.9	Prepare FAA AIP closeout report, coordinate printing, and retain project records (3 grants)		4			16		40	60
12.10	Prepare budget and monitor on periodic basis		21						21
	TOTAL Hours	2	59	0	2	24	0	106	193
	Hourly Rate	\$ 90.00	\$ 87.50	\$ 65.42	\$ 35.40	\$ 44.00	\$ 36.30	\$ 36.30	
	Direct labor Cost	\$ 180.00	\$ 5,162.50	\$ -	\$ 70.80	\$ 1,056.00	\$ -	\$ 3,847.80	

Expenses

Meals	\$	-
Hotel	\$	-
Mileage	\$	-
Transportation Cost (Tolls/Parking)	\$	-
Postage/Copies	\$	-

Total Expenses

\$ -

Outside Services

None

\$ -

Total Outside Services:

\$ -

TOTAL HOURS	193
TOTAL DIRECT LABOR COST	\$ 10,317.10
OVERHEAD @ 179.00%	\$ 18,467.61
TOTAL LABOR COST	\$ 28,784.71
FEE @ 12%	\$ 3,454.17
SUBTOTAL	\$ 32,238.88
TOTAL EXPENSES	\$ -
TOTAL OUTSIDE SERVICES	\$ -
TOTAL TASK	\$ 32,238.88
USE Actual Cost + Fixed Fee	\$ 32,238.88

Appendix B: Consultant's Proposal

McFarland Johnson, Inc.
Auburn Lewiston Municipal Airport

Original 1/16/2025
Revised 3/5/2025

Revisions highlighted

Project Number 19186.02
Project Administration and Construction Phase Services for
Construct T-Hangar and Taxilanes

Sub task	Task 13 - Construction Administration	Quality Control	Project Manager	Senior Engineer	Project Engineer	Senior Technician	Assistant Admin Technician	Hours
13.1	Assist with the award of the construction contract and review bonds, insurance and contract.		1		4			5
13.2	Develop Construction Management Plan for testing required			2	6			8
13.3	Provide assistance and support prior to Contractor's NTP		4		16			20
13.4	Develop a conformed drawing set incorporating the addendum items from the bidding process. Produce (6) contract sets		1		4	8		13
13.5	Schedule, prepare for, and conduct a pre-construction meeting		8	0	8			16
13.6	Attend QC/QA Workshop virtual meeting		1		2			3
13.7	Review, comment on and distribute the contractor's SPCD				2			2
13.8	Process shop drawings, certificates of compliance, and other contractor submittals (90)		2	38	50			90
13.9	Review contractor permit applications (9)		2		8			10
13.10	Review material testing program and reports				8			8
13.11	Prepare for and attend up to (6) on-site field visits for construction bi-weekly job meetings		12		48			60
13.12	Coordinate and host up to (5) conference calls for construction job meetings on a bi-weekly basis		10		15			25
13.13	Prepare for, and conduct a virtual pre-paving conference		2		6			8
13.14	Coordinate with architect and engineering disciplines.		8	8	16			32
13.15	Prepare supplementary sketches and technical interpretations to resolve actual field or unknown conditions encountered (3)		4	4	8			16
13.16	Review, respond, and distribute RFI's (10)		2	5	20			27
13.17	Review Periodic Cost Estimates (7)		4		8			12
13.18	Review contractor's DBE expenditure reports (7)				4			4
13.19	Review certified payrolls from the contractor (56)				6	50		56
13.20	Assist in the preparation and processing of construction change orders (3)		6	6	18			30
13.21	Provide 21 weeks of assistance and support @ 5 hrs per week		21	21	63			105
13.22	Attend the final inspection		0		8			8
13.23	Prepare the project punch list		1		4			5
13.24	Prepare Record Plans from information and survey data provided by the contractor		1		8	12		21
13.25	Prepare final testing summary for FAA closeout report				4			4
13.26	Assist sponsor in preparation of closeout documentation		1		4		12	17
13.27	Prepare a "pen-and-ink" change to the ALP		1		4			5
13.28	Prepare update to the Airport Diagram in CAD		1		4			5
	TOTAL Hours	0	93	84	356	70	12	615
	Hourly Rate	\$ 90.00	\$ 87.50	\$ 65.42	\$ 44.00	\$ 36.30	\$ 36.30	
	Direct labor Cost	\$ -	\$ 8,137.50	\$ 5,495.28	\$ 15,664.00	\$ 2,541.00	\$ 435.60	

Shaded cell indicates travel expenses.

Expenses - See attached Travel Expense Estimate

Meals	\$	152.00
Hotel	\$	-
Mileage	\$	1,400.00
Transportation Cost (Tolls/Parking)	\$	112.00
Printing/Postage	\$	2,175.00

Total Expenses \$ 3,839.00

Outside Services

Bird Survey - GZA	\$	7,960.00
Architect - FMA (See Worksheet Task 13 Architect FMA Sub)	\$	33,071.34

Total Outside Services: \$ 41,031.34

TOTAL HOURS	615
TOTAL DIRECT LABOR COST	\$ 32,273.38
OVERHEAD @ 179.00%	\$ 57,769.35
TOTAL LABOR COST	\$ 90,042.73
FEE @ 12%	\$ 10,805.13
SUBTOTAL	\$ 100,847.86
TOTAL EXPENSES	\$ 3,839.00
TOTAL OUTSIDE SERVICES	\$ 41,031.34
TOTAL TASK	\$ 145,718.20
USE Actual Cost + Fixed Fee	\$ 145,718.20

Appendix B: Consultant's Proposal

McFarland Johnson, Inc.
Auburn Lewiston Municipal Airport

Original 1/16/2025
Revised 3/5/2025
Revisions highlighted
Mileage rate (per mile)
= \$ 0.70

Project Number 19186.02
Project Administration and Construction Phase Services for
Construct T-Hangar and Taxilanes
Task 13 - Construction Administration - Expenses

Subtask	Status		Breakfast	Lunch	Dinner	Per Diem	Hotel	Toll	Mileage								
	Rates	# of Trips	\$	16.00	\$	19.00	\$	28.00	\$	68.00	\$	110.00	\$	14.00	250		
13.5	Extended Day	1	\$	-	\$	19.00	\$	-	\$	-	\$	-	\$	14.00	\$	175.00	Concord to LEW & Back
13.11	Extended Day (6)	6	\$	-	\$	114.00	\$	-	\$	-	\$	-	\$	84.00	\$	1,050.00	Concord to LEW & Back
13.22	Extended Day	1			\$	19.00			\$	-	\$	-	\$	14.00	\$	175.00	Concord to LEW & Back
Subtotal			\$	-	\$	152.00	\$	-	\$	-	\$	-	\$	112.00	\$	1,400.00	
															Subtotal	\$	1,664.00
Printing	Full Size Planset (67 pages of 22x34)										67	\$	2.50	6	\$	1,005.00	
	Specification Book (1,100 pages of 8.5x11)										1100	\$	0.15	6	\$	990.00	
	Postage										1	\$	30.00	6	\$	180.00	
																Subtotal	\$
															Total	\$	3,839.00

Attachment B

Fennick McCredie Architecture (Subconsultant)
 City of Auburn Maine
 Auburn-Lewiston Airport
 Project Number 19186.02
 Construction Administration Services
 to Construct New T-Hangar and Taxilanes

Original
 Revised

1/16/2025
 3/5/2025

Revisions highlighted

Sub task	See Architecture - Subconsultant Work Attachment for tasks	QC Manager	Project Manager	Senior Architect	Project Architect	Architect		Designer	Hours
1.02	Pre-Construction Meeting				1				1
2.02	Submittal reviews (Est. 22-30)				40			10	50
4.01	RFI review				28			10	38
4.02	Supplemental Information				12			10	22
5.01	Field observation (2 visits, base + write up)				32				32
6.02	Proposed Change Orders (PCO)				12			0	12
6.03	Construction Change Directives				8			0	8
6.04	Coordinate review of cost changes (see Outside Service Estimating below)				2				2
7.01	OAC (Owner Architect Contractor) meetings*				5				5
9.01	Punch List (1 visit)				12				12
9.03	Operation and Maintenance manuals				6				6
9.04	Warranties				4				4
9.05	Substantial completion visit (excluded)				0			0	0
9.07	Record drawings				4			0	4
									0
	TOTAL Hours	0	0	0	166	0	0	30	196
	Hourly Rate	\$ 100.00	\$ 73.00	\$ 69.00	\$ 57.00	\$ 49.00		\$ 32.00	
	Direct Labor Cost	\$ -	\$ -	\$ -	\$ 9,462.00	\$ -	\$ -	\$ 960.00	

Expenses

Meals	\$ -	
Hotel		
Mileage	\$ 285.30	(3 trips at \$95.10/trip)
Transportation Cost (Tolls/Parking)	\$ 20.40	(3 trips at \$6.80/trip)
Postage/Copies	\$ 2.20	Grant sum rounding
Total Expenses	\$ 307.90	*all meetings assumed virtual *all submissions assumed electronic
<u>Outside Services</u>		
Code - Code Red Consulting (Not to Exceed Estimate)	\$ 3,000.00	
Estimating - RLB (Not to Exceed Estimate)	\$ 1,850.00	
Specifications - Wilspec (Not to Exceed Estimate)	\$ 1,650.00	
None		
Total Outside Services:	\$ 6,500.00	

TOTAL HOURS	196
TOTAL DIRECT LABOR COST	\$ 10,422.00
OVERHEAD @ 125.00%	\$ 13,027.50
TOTAL LABOR COST	\$ 23,449.50
FEE @ 12%	\$ 2,813.94
SUBTOTAL	\$ 26,263.44
TOTAL EXPENSES	\$ 307.90
TOTAL OUTSIDE SERVICES	\$ 6,500.00
TOTAL TASK	\$ 33,071.34
USE Actual Cost + Fixed Fee	\$ 33,071.34

Appendix B: Consultant's Proposal

McFarland Johnson, Inc.
Auburn Lewiston Municipal Airport

Project Number 19186.02
Project Administration and Construction Phase Services for
Construct T-Hangar and Taxilanes

Original 1/16/2025
Revised 3/5/2025

Revisions highlighted

Sub task	Task 14 - Resident Project Representative and Material Testing/Building Special Inspections	Quality Control	Project Manager	Senior Engineer	Resident Regular	Resident Overtime	Senior Technician	Assistant Admin Technician	Hours
14.1	Prepare & Attend Preconstruction Conference				8	0			8
14.2	Start up coordination (2 extended days)				16	4			20
14.3	Full-time onsite (6 weeks at 50 hr/week)				240	60			300
14.4	Part-time onsite observations (15 weeks at 2 trips/week equals 30 trips. 10 hr/trip)				240	60			300
14.5	Post construction coordination (3 days)				24	6			30
	TOTAL Hours	0	0	0	528	130	0	0	658
	Hourly Rate	\$ 90.00	\$ 87.50	\$ 65.42	\$ 43.89	\$ 65.08	\$ 36.30	\$ 36.30	
	Direct labor Cost	\$ -	\$ -	\$ -	\$ 23,173.92	\$ 8,460.40	\$ -	\$ -	

Expenses - See attached Travel Expense Estimate

Meals	\$ 2,724.00
Hotel	\$ 3,300.00
Mileage	\$ 6,300.00
Transportation Cost (Rental + Gas, Tolls)	\$ 2,988.00
Postage/Copies.	

Total Expenses **\$ 15,312.00**

Outside Services

RW Gillespie - Materials Testing Services and Special Inspections \$ 30,600.00

Total Outside Services: **\$ 30,600.00**

TOTAL HOURS	658
TOTAL DIRECT LABOR COST	\$ 31,634.32
OVERHEAD @ 179.00%	\$ 56,625.43
TOTAL LABOR COST	\$ 88,259.75
FEE @ 12%	\$ 10,591.17
SUBTOTAL	\$ 98,850.92
TOTAL EXPENSES	\$ 15,312.00
TOTAL OUTSIDE SERVICES	\$ 30,600.00
TOTAL TASK	\$ 144,762.92
USE Actual Cost + Fixed Fee	\$ 144,762.92

McFarland Johnson, Inc.
Auburn Lewiston Municipal Airport

Revisions highlighted

Mileage rate (per mile)

= \$ 0.70

Project Administration and Construction Phase Services for Construct T-Hangar and Taxilanes

Subtask	Status		Breakfast	Lunch	Dinner	Per Diem	Hotel	Toll	Mileage	Rental Car									
	Rates	# of Trips	Nights	\$	16.00	\$	19.00	\$	28.00	\$	68.00	\$	110.00	\$	14.00	\$	250	\$80/day	
14.1	Extended Day (1)	1	0	\$	-	\$	19.00	\$	-	\$	-	\$	-	\$	14.00	\$	175.00	\$	- Concord to LEW & Back
14.2	Extended Day (2)	2	0	\$	-	\$	38.00	\$	-	\$	-	\$	-	\$	28.00	\$	350.00	\$	- Concord to LEW & Back
14.3	Overnight (30)	6	30	\$	-	\$	-	\$	-	\$	2,040.00	\$	3,300.00	\$	84.00	\$	-	\$	2,400.00 Concord to LEW & Back
14.4	Extended Day (30)	30	0			\$	570.00	\$	-	\$	-	\$	-	\$	420.00	\$	5,250.00	\$	- Concord to LEW & Back
14.5	Extended Day (3)	3	0	\$	-	\$	57.00	\$	-	\$	-	\$	-	\$	42.00	\$	525.00		Concord to LEW & Back
Subtotal				\$	-	\$	684.00	\$	-	\$	2,040.00	\$	3,300.00	\$	588.00	\$	6,300.00	\$	2,400.00
														Subtotal		\$		15,312.00	

INDEPENDENT FEE ESTIMATE
FOR
PROJECT ADMINISTRATION AND CONSTRUCTION PHASE
SERVICES
TO
CONSTRUCT T-HANGAR AND TAXILANES

Auburn-Lewiston Municipal Airport
Cities of Auburn & Lewiston
Auburn Maine

Prepared For:
Mr. Jonathan P. LaBonté
Director, city of Auburn Freight Intermodal Facility

Prepared By:
TriState Planning & Engineering, P.C.
740 Veterans Memorial Hwy, Suite 303
Hauppauge NY 11788

February 2025



Introduction

This Independent Fee Estimate (IFE) for project administration and construction phase services to construct a new T-Hangar and Taxilanes has been prepared in accordance with the suggestions contained in the FAA Advisory Circular 150/5100-14 (latest edition), Architectural, Engineering and Planning Consultant Services for Airport Grant Projects.

The intent of this IFE is to provide the Sponsor information to use as guidance for the negotiation of a fee with the airport consultant for the requested professional services.

General Scope of Services

Mr. Jonathan P. LaBonté provided TSPE a Scope of Work, dated January 16, 2025, and a fee template spreadsheet prepared by their Consultant. TSPE used these items to prepare an estimated cost.

Assumptions

The following assumptions were used to develop the fee estimate and are based upon our experience on similar airport projects.

- 1) The level of effort required to complete these tasks are considered routine.
- 2) The Consultant provided their known costs for expenses and subconsultants.
- 3) The hourly rates provided by the Consultant are within typical ranges for airport consulting services.
- 4) The overhead and fixed fee percentages used are typical values for airport consulting firms.

Independent Fee Estimate

It is TSPE's opinion that a reasonable cost to perform this work is \$355,000.

Attachments

- Fee Template
- Scope of Work, dated January 16, 2025.

McFarland Johnson, Inc.
Auburn Lewiston Municipal Airport

Project Number 19186.02
Project Administration and Construction Phase Services for
Construct T-Hangar and Taxilanes

Task and Description	Payment Terms	Hours	Fee
Task 12 - Project Administration	Actual Cost + Fixed Fee	188	\$ 28,505.86
Task 13 - Construction Administration	Actual Cost + Fixed Fee	866	\$ 178,650.34
Task 14 - Resident Project Representative and Material Testing/Building Special Inspections	Actual Cost + Fixed Fee	658	\$ 147,410.71
Total Actual Cost Plus Fixed Fee	SUBTOTAL	1,712	\$ 354,566.91

R.W. Gillespie (Materials Testing Services and Special Inspections)	\$	30,600.00
GZA (Bird Survey)	\$	7,960.00
Fennick McCredie (Architect)	\$	39,282.40
MJ Expenses	\$	19,151.00
MJ Professional Services	\$	257,573.51
Total	\$	354,566.91

Appendix B: Consultant's Proposal (IFE)

1/16/2025

McFarland Johnson, Inc.
Auburn Lewiston Municipal Airport

Project Number 19186.02
Project Administration and Construction Phase Services for
Construct T-Hangar and Taxilanes

Sub task	Task 12 - Project Administration	Quality Control	Project Manager	Senior Engineer	Environmental Coordinator	Project Engineer	Senior Technician	Assistant Admin Technician	Hours
12.1	Conduct pre-design scoping meeting			8	8				16
12.2	Develop Scope of Work, assist IFE, negotiate					8	8		16
12.3	Prepare Project Contract					8		8	16
12.4	Develop Scope of Work for material testing and building special inspections & Subcontract.			4	4	4			12
12.5	Develop Scope of Work for grassland bird survey & Subcontract		4		8				12
12.6	Develop Scope of Work for architectural construction phase services & Subcontract			8					8
12.7	Develop 3 grant applications		4					16	20
12.8	Develop AIP Request for Reimbursement FAA (9), MaineDOT (4)							24	24
12.9	Prepare FAA AIP closeout report, coordinate printing, and retain project records (3 grants)		8	4	4			40	56
12.10	Prepare budget and monitor on periodic basis		8						8
	TOTAL Hours	0	24	24	24	20	8	88	188
	Hourly Rate	\$ 90.00	\$ 87.50	\$ 65.42	\$ 35.40	\$ 44.00	\$ 36.30	\$ 36.30	
	Direct labor Cost	\$ -	\$ 2,100.00	\$ 1,570.08	\$ 849.60	\$ 880.00	\$ 290.40	\$ 3,194.40	

Expenses

Meals	\$ -
Hotel	\$ -
Mileage	\$ -
Transportation Cost (Tolls/Parking)	\$ -
Postage/Copies	\$ -

Total Expenses**\$ -**Outside Services

None

\$ -**Total Outside Services:****\$ -**

TOTAL HOURS	188
TOTAL DIRECT LABOR COST	\$ 8,884.48
OVERHEAD @ 179.00%	\$ 15,903.22
TOTAL LABOR COST	\$ 24,787.70
FEE @ 15%	\$ 3,718.16
SUBTOTAL	\$ 28,505.86
TOTAL EXPENSES	\$ -
TOTAL OUTSIDE SERVICES	\$ -
TOTAL TASK	\$ 28,505.86
USE Actual Cost + Fixed Fee	\$ 28,505.86

Appendix B: Consultant's Proposal (IFE)

1/16/2025

McFarland Johnson, Inc.
Auburn Lewiston Municipal Airport

Project Number 19186.02
Project Administration and Construction Phase Services for
Construct T-Hangar and Taxilanes

Sub task	Task 13 - Construction Administration	Quality Control	Project Manager	Senior Engineer	Project Engineer	Senior Technician	Assistant Admin Technician	Hours
13.1	Assist with the award of the construction contract and review bonds, insurance and contract.		8				8	16
13.2	Develop Construction Management Plan for testing required	8					8	16
13.3	Provide assistance and support prior to Contractor's NTP				8	8		16
13.4	Develop a conformed drawing set incorporating the addendum items from the bidding process. Produce (6) contract sets	8					8	16
13.5	Schedule, prepare for, and conduct a pre-construction meeting		8				4	12
13.6	Attend QC/QA Workshop virtual meeting	16						16
13.7	Review, comment on and distribute the contractor's SPCD		4	4				8
13.8	Process shop drawings, certificates of compliance, and other contractor submittals (90)					60		60
13.9	Review contractor permit applications (9)		8		20	40		68
13.10	Review material testing program and reports	16						16
13.11	Prepare for and attend up to (6) on-site field visits for construction bi-weekly job meetings				48			48
13.12	Coordinate and host up to (5) conference calls for construction job meetings on a bi-weekly basis				40			40
13.13	Prepare for, and conduct a virtual pre-paving conference			8	8			16
13.14	Coordinate with architect and engineering disciplines.		16	16				32
13.15	Prepare supplementary sketches and technical interpretations to resolve actual field or unknown conditions encountered (3)					24		24
13.16	Review, respond, and distribute RFIs (10)				8	16		24
13.17	Review Periodic Cost Estimates (7)			8	16			24
13.18	Review contractor's DBE expenditure reports (7)					20		20
13.19	Review certified payrolls from the contractor (56)					40		40
13.20	Assist in the preparation and processing of construction change orders (3)				24			24
13.21	Provide 21 weeks of assistance and support @ 5 hrs per week				50	50		100
13.22	Attend the final inspection			4	8			12
13.23	Prepare the project punch list		2	4	8			14
13.24	Prepare Record Plans from information and survey data provided by the contractor					40		40
13.25	Prepare final testing summary for FAA closeout report				20	40		60
13.26	Assist sponsor in preparation of closeout documentation				16		40	56
13.27	Prepare a "pen-and-ink" change to the ALP					24		24
13.28	Prepare update to the Airport Diagram in CAD					24		24
	TOTAL Hours	48	46	44	274	386	68	866
	Hourly Rate	\$ 90.00	\$ 87.50	\$ 65.42	\$ 44.00	\$ 36.30	\$ 36.30	
	Direct labor Cost	\$ 4,320.00	\$ 4,025.00	\$ 2,878.48	\$ 12,056.00	\$ 14,011.80	\$ 2,468.40	

Shaded cell indicates travel expenses.

Expenses - See attached Travel Expense Estimate

Meals	\$ 152.00
Hotel	\$ -
Mileage	\$ 1,400.00
Transportation Cost (Tolls/Parking)	\$ 112.00
Printing/Postage	\$ 2,175.00

Total Expenses \$ 3,839.00

Outside Services

Bird Survey - GZA	\$ 7,960.00
Architect - FMA (See Worksheet Task 13 Architect FMA Sub)	\$ 39,282.40

Total Outside Services: \$ 47,242.40

TOTAL HOURS	866
TOTAL DIRECT LABOR COST	\$ 39,759.68
OVERHEAD @ 179.00%	\$ 71,169.83
TOTAL LABOR COST	\$ 110,929.51
FEE @ 15%	\$ 16,639.43
SUBTOTAL	\$ 127,568.94
TOTAL EXPENSES	\$ 3,839.00
TOTAL OUTSIDE SERVICES	\$ 47,242.40
TOTAL TASK	\$ 178,650.34
USE Actual Cost + Fixed Fee	\$ 178,650.34

Appendix B: Consultant's Proposal

McFarland Johnson, Inc.
Auburn Lewiston Municipal Airport

1/16/2025

Project Number 19186.02
Project Administration and Construction Phase Services for
Construct T-Hangar and Taxilanes
Task 13 - Construction Administration - Expenses

Mileage rate (per mile)
= \$ 0.70

Subtask	Status		Breakfast	Lunch	Dinner	Per Diem	Hotel	Toll	Mileage	
	<i>Rates</i>	<i># of Trips</i>	\$ 16.00	\$ 19.00	\$ 28.00	\$ 68.00	\$ 110.00	\$ 14.00	250	
13.5	Extended Day	1	\$ -	\$ 19.00	\$ -	\$ -	\$ -	\$ 14.00	\$ 175.00	Concord to LEW & Back
13.11	Extended Day (6)	6	\$ -	\$ 114.00	\$ -	\$ -	\$ -	\$ 84.00	\$ 1,050.00	Concord to LEW & Back
13.22	Extended Day	1		\$ 19.00			\$ -	\$ 14.00	\$ 175.00	Concord to LEW & Back
Subtotal			\$ -	\$ 152.00	\$ -	\$ -	\$ -	\$ 112.00	\$ 1,400.00	
Subtotal									\$ 1,664.00	

Printing	Full Size Planset (67 pages of 22x34)	67	\$	2.50	6	\$	1,005.00
	Specification Book (1,100 pages of 8.5x11)	1100	\$	0.15	6	\$	990.00
	Postage	1	\$	30.00	6	\$	180.00
						Subtotal	\$
					Total	\$	3,839.00

Attachment B

1/16/2025

Fennick McCredie Architecture (Subconsultant)
 City of Auburn Maine
 Auburn-Lewiston Airport
 Project Number 19186.02
 Construction Administration Services
 to Construct New T-Hangar and Taxilanes

Sub task	See Architecture - Subconsultant Work Attachment for tasks	QC Manager	Project Manager	Senior Architect	Project Architect	Architect		Designer	Hours
1.02	Pre-Construction Meeting		8	8	8	8			32
2.02	Submittal reviews (Est. 22-30)	16			16	8			40
4.01	RFI review	16			8	16			40
4.02	Supplemental Information			8	8	8			24
5.01	Field observation (2 visits, base + write up)				24				24
6.02	Proposed Change Orders (PCO)			8	8	16			32
6.03	Construction Change Directives			8	16	16			40
6.04	Coordinate review of cost changes (see Outside Service Estimating below)	16			16	16			48
7.01	OAC (Owner Architect Contractor) meetings*				16				16
9.01	Punch List (1)					16		16	32
9.03	Operation and Maintenance manuals				16	8		16	40
9.04	Warranties	8		8	16	8			40
9.05	Substantial completion			8	8	8			24
9.07	Record drawings				16			16	32
									0
	TOTAL Hours	0	0	8	176	8	0	48	464
	Hourly Rate	\$ 100.00	\$ 73.00	\$ 69.00	\$ 57.00	\$ 49.00		\$ 32.00	
	Direct Labor Cost	\$ -	\$ -	\$ 552.00	\$ 10,032.00	\$ 392.00	\$ -	\$ 1,536.00	

Expenses

	Meals	\$	-	
	Hotel			
	Mileage	\$	380.40	(4 trips at \$95.10/trip)
	Transportation Cost (Tolls/Parking)	\$	27.20	(4 trips at \$6.80/trip)
	Postage/Copies.			
Total Expenses		\$	407.60	*all meetings assumed virtual *all submissions assumed electronic
<u>Outside Services</u>				
Code - Code Red Consulting (Not to Exceed Estimate)		\$	3,000.00	
Estimating - RLB (Not to Exceed Estimate)		\$	1,850.00	
Specifications - Wilspec (Not to Exceed Estimate)		\$	1,650.00	
	None			
Total Outside Services:		\$	6,500.00	

TOTAL HOURS	240
TOTAL DIRECT LABOR COST	\$ 12,512.00
OVERHEAD @ 125.00%	\$ 15,640.00
TOTAL LABOR COST	\$ 28,152.00
FEE @ 15%	\$ 4,222.80
SUBTOTAL	\$ 32,374.80
TOTAL EXPENSES	\$ 407.60
TOTAL OUTSIDE SERVICES	\$ 6,500.00
TOTAL TASK	\$ 39,282.40
USE Actual Cost + Fixed Fee	\$ 39,282.40

Appendix B: Consultant's Proposal (IFE)

1/16/2025

McFarland Johnson, Inc.

Auburn Lewiston Municipal Airport

Project Number 19186.02

Project Administration and Construction Phase Services for
Construct T-Hangar and Taxilanes

Sub task	Task 14 - Resident Project Representative and Material Testing/Building Special Inspections	Quality Control	Project Manager	Senior Engineer	Resident Regular	Resident Overtime	Senior Technician	Assistant Admin Technician	Hours
14.1	Prepare & Attend Preconstruction Conference				8				8
14.2	Start up coordination (2 extended days)				16	4			20
14.3	Full-time onsite (6 weeks at 50 hr/week)				240	60			300
14.4	Part-time onsite observations (15 weeks at 2 trips/week equals 30 trips. 10 hr/trip)				240	60			300
14.5	Post construction coordination (3 days)				24	6			30
	TOTAL Hours	0	0	0	528	130	0	0	658
	Hourly Rate	\$ 90.00	\$ 87.50	\$ 65.42	\$ 43.89	\$ 65.08	\$ 36.30	\$ 36.30	
	Direct labor Cost	\$ -	\$ -	\$ -	\$ 23,173.92	\$ 8,460.40	\$ -	\$ -	

Expenses - See attached Travel Expense Estimate

Meals	\$	2,724.00
Hotel	\$	3,300.00
Mileage	\$	6,300.00
Transportation Cost (Rental + Gas, Tolls)	\$	2,988.00
Postage/Copies.	\$	-

Total Expenses \$ 15,312.00

Outside Services

RW Gillespie - Materials Testing Services and Special Inspections \$ 30,600.00

Total Outside Services: \$ 30,600.00

TOTAL HOURS	658
TOTAL DIRECT LABOR COST	\$ 31,634.32
OVERHEAD @ 179.00%	\$ 56,625.43
TOTAL LABOR COST	\$ 88,259.75
FEE @ 15%	\$ 13,238.96
SUBTOTAL	\$ 101,498.71
TOTAL EXPENSES	\$ 15,312.00
TOTAL OUTSIDE SERVICES	\$ 30,600.00
TOTAL TASK	\$ 147,410.71
USE Actual Cost + Fixed Fee	\$ 147,410.71

Appendix B: Consultant's Proposal

McFarland Johnson, Inc.
Auburn Lewiston Municipal Airport

1/16/2025

Project Number 19186.02
Project Administration and Construction Phase Services for
Construct T-Hangar and Taxilanes
Task 14 - Resident Project Representative - Expenses

Mileage rate (per mile)
= \$ 0.70

Subtask	Status			Breakfast	Lunch		Dinner	Per Diem	Hotel	Toll	Mileage	Rental Car							
	Rates	# of Trips	Nights	\$	16.00	\$	19.00	\$	28.00	\$	68.00	\$	110.00	\$	14.00	250	\$80/day		
14.1	Extended Day (1)	1	0	\$	-	\$	19.00	\$	-	\$	-	\$	14.00	\$	175.00	\$	-	Concord to LEW & Back	
14.2	Extended Day (2)	2	0	\$	-	\$	38.00	\$	-	\$	-	\$	28.00	\$	350.00	\$	-	Concord to LEW & Back	
14.3	Overnight (30)	6	30	\$	-	\$	-	\$	-	\$	2,040.00	\$	3,300.00	\$	84.00	\$	-	Concord to LEW & Back	
14.4	Extended Day (30)	30	0	\$	-	\$	570.00	\$	-	\$	-	\$	420.00	\$	5,250.00	\$	-	Concord to LEW & Back	
14.5	Extended Day (3)	3	0	\$	-	\$	57.00	\$	-	\$	-	\$	42.00	\$	525.00			Concord to LEW & Back	
Subtotal				\$	-	\$	684.00	\$	-	\$	2,040.00	\$	3,300.00	\$	588.00	\$	6,300.00	\$	2,400.00
Subtotal												\$	15,312.00						

SCOPE OF WORK

Provided by the Sponsor

APPENDIX B – DETAILED SCOPE OF WORK

FOR

AUBURN-LEWISTON MUNICIPAL AIRPORT

CITY OF AUBURN, MAINE

WORK ORDER #2

PROJECT ADMINISTRATION AND CONSTRUCTION PHASE SERVICES

TO CONSTRUCT NEW T-HANGAR AND TAXILANES

A. PROJECT DESCRIPTION

The City of Auburn (SPONSOR) and the Auburn-Lewiston Municipal Airport Board of Directors (BOD), operator of the Auburn-Lewiston Municipal Airport (LEW), has requested McFarland-Johnson, Inc. (CONSULTANT) to perform project administration and construction phase services to Construct New T-Hangar and Taxilanes (PROJECT) at LEW. PROJECT limits are shown in the attached sketch labeled, *Figure 1 – LEW T-Hangar Development – November 2024*.

The PROJECT is anticipated to receive funding assistance from the following agencies: Federal Aviation Administration (FAA) and Maine Department of Transportation (MaineDOT) through Community Directed Spending (CDS), Bipartisan Infrastructure Law (BIL) and Airport Improvement Program (AIP) grants.

The PROJECT was designed, permitted and bid by CONSULTANT under Work Order #1. This Work Order #2 will be limited to the following tasks:

Task 12.0 Project Administration

Task 13.0 Construction Administration

Task 14.0 Resident Project Representative and Material Testing/Building Special
Inspections

B. SCOPE OF WORK

CONSULTANT services will be limited to the hours allocated in the attached Appendix B: Consultant's Proposal.

12.0 PROJECT ADMINISTRATION

CONSULTANT services will be limited to the following:

- 12.1. Conduct a virtual project scoping meeting with the SPONSOR, FAA and the MaineDOT.
- 12.2. Develop CONSULTANT project scope of work and fee estimate, assist with IFE and negotiate.
- 12.3. Prepare CONSULTANT contract in the MaineDOT format.
- 12.4. Develop a subconsultant scope of work for construction material compliance testing and building special inspections. Review submissions and execute subcontract.

- 12.5. Develop a subconsultant scope of work for grassland bird survey as required by Maine Inland Fisheries & Wildlife. Review submission and execute subcontract.
- 12.6. Develop a subconsultant scope of work for architectural construction phase services. Review submission and execute subcontract.
- 12.7. Develop up to three (3) grant applications in PDF format for 2025 AIP grant, 2026 AIP grant and 2026 BIL grant. Note the 2025 CDS and 2025 BIL grant applications are included in Work Order #1.
- 12.8. Develop up to 13 requests for reimbursements to FAA (9) and MaineDOT (4) for the three (3) grant applications.
- 12.9. Assist the SPONSOR in the preparation of up to three (3) grant closeout report, coordinate printing, and retain project records.
- 12.10. Prepare an initial project budget and monitor it on a periodic basis and provide financial updates.

13.0 CONSTRUCTION ADMINISTRATION

CONSULTANT will conduct the following construction administration services for up to 30 calendar days from the date of the construction Notice of Award to the construction Notice to Proceed, and up to 21 weeks from Notice to Proceed to Substantial Completion, and up to 30 calendar days from substantial completion to closeout. CONSULTANT services are limited to the following:

- 13.1. Assist the SPONSOR with the award of the construction contract and review of bonds and insurance.
- 13.2. Develop Construction Management Plan documenting the project pavement material testing requirements and submit to the FAA for approval.
- 13.3. Provide assistance and support prior to issuance of Contractor's Notice to Proceed. Draft correspondence for Notice to Proceed and coordinate project startup date and schedule.
- 13.4. Develop conformed drawing and specifications incorporating the addendum items from the bidding process. CONSULTANT will produce up to six (6) construction contract books and plan sets and distribute the materials to the appropriate parties.
- 13.5. Schedule, prepare for, and conduct a pre-construction meeting at the airport. CONSULTANT will develop meeting notes and distribute to SPONSOR, contractor, MaineDOT, and FAA.
- 13.6. Attend Quality Control (QC)/Quality Assurance (QA) virtual workshop meeting facilitated by the SPONSOR's contractor.
- 13.7. Review, comment on, and distribute the contractor's Safety Plan Compliance Document (SPCD). CONSULTANT will assist the SPONSOR in the approval of the SPCD and incorporation of the document into the final CSPP.
- 13.8. Process up to 90 shop drawings, certificates of compliance, and other contractor submittals. The submittal process includes the review of material for compliance to the Buy American requirements. Work under this subtask includes:
 - Preparation of project submittal logs
 - Recording each submittal upon receipt from the contractor

- Distribution of submittals to third parties
 - Review of each submittal for compliance to the applicable specifications
 - Providing written justification for submittal revisions and/or rejection
 - Review of third-party review comments
 - Recording the review status of each submittal on the submittal log
 - Distribution of reviewed submittals to the contractor and the SPONSOR
 - Multiple non-compliant shop drawing submissions are excluded from the scope.
- 13.9. Review up to nine (9) permit applications prepared by the Contractor. Track receipt of the permits received from the Authority Having Jurisdiction. Permits to be obtained by the SPONSOR's Contractor include the following:
- Maine Construction General Permit Notice of Intent
 - Maine Construction General Permit Notice of Termination
 - City of Auburn Commercial Construction building
 - City of Auburn Fence
 - City of Auburn Electrical
 - City of Auburn Engineering and Public Work Private Property Excavation and Fill
 - City of Auburn Plumbing
 - Auburn Water and Sewerage District (water)
 - Auburn Water and Sewerage District (sewer)
- 13.10. Review the material testing program and material testing reports and compile them for inclusion in the closeout report.
- 13.11. Prepare for and attend up to six (6) on-site construction job meetings at the Airport on a bi-weekly basis and prepare meeting notes. (6 meetings x 2 weeks/meeting = 12 weeks)
- 13.12. Coordinate and host up to five (5) virtual construction job meetings on a bi-weekly basis and prepare meeting notes. (5 meetings x 2 weeks/meeting = 10 weeks)
- 13.13. Prepare for and conduct up to one (1) virtual pre-paving conference.
- 13.14. Coordinate and communicate with project architect, structural engineer, mechanical/plumbing engineer and electrical engineer.
- 13.15. Prepare up to three (3) supplementary sketches and technical interpretations to resolve actual field or unknown conditions encountered.
- 13.16. Review, respond, and distribute responses for up to 10 requests for information (RFIs).
- 13.17. Review up to seven (7) monthly periodic cost estimates (contractor pay requests).
- 13.18. Review up to seven (7) monthly DBE expenditure reports for compliance with the DBE Notice of Intent submitted at time of bidding.
- 13.19. Review up to 56 certified payrolls. This includes seven (7) submissions including eight (8) payrolls in each submission. (One from general contractor and up to seven (7) subcontractors).
- 13.20. Assist in the preparation and processing of up to three (3) construction contract change orders. Each change order is limited to four (4) items. CONSULTANT will coordinate review and approval by the FAA and MaineDOT.

- 13.21. Provide up to 21 weeks of assistance and support during construction to answer questions regarding plan interpretations and minor changes. It is assumed this effort will average five (5) hours per week.
- 13.22. Coordinate with FAA and MaineDOT and attend a final inspection meeting at the airport. This task assumes the CONSULTANT Project Manager will attend the final inspection. CONSULTANT mechanical/plumbing, electrical and structural engineers will attend virtually via video conference.
- 13.23. Prepare the project punch list and distribute. Management of the completion of the punch list by the contractor will be conducted by SPONSOR.
- 13.24. Prepare record plans in CAD format prepared from information and survey data provided by the contractor.
- 13.25. Prepare final testing summary for FAA Closeout Report.
- 13.26. Assist the SPONSOR in determining the financial reconciliation of the three (3) grants to include the amount applied for versus the amount requested in each line item of the grant applications.
- 13.27. Prepare a “pen-and-ink” change to the Airport Layout Plan (ALP) that denotes the as-built conditions of the PROJECT. This task does not include changes to the ALP that are not constructed as a part of this project.
- 13.28. Prepare and update the Airport Diagram in CAD format for the PROJECT’s as-built conditions. CONSULTANT will distribute to the FAA via email.

14.0 RESIDENT PROJECT REPRESENTATIVE AND MATERIAL TESTING/BUILDING SPECIAL INSPECTIONS

CONSULTANT will provide a combination of full-time and part-time, on-site observation to monitor construction for reasonable conformity with the contract documents. CONSULTANT services are limited to the following:

Full-time services are included during the construction contractor’s site work. Site work specifications require FAA quality assurance (QA) testing that will be administered by the CONSULTANT. Administration of the QA testing requires full-time effort by the CONSULTANT to schedule, observe and verify the testing. QA testing is included in the CONSULTANT’s scope of work under the MATERIAL TESTING & BUILDING SPECIAL INSPECTIONS SCOPE OF WORK noted below. Site work requires measurement and verification of the project quantities that requires full-time support by the CONSULTANT.

Part-time services are included during the construction contractor’s building construction. CONSULTANT will conduct part-time observation of the building construction progress for plan compliance and administer the building special inspections required by the building code. Building special inspections is included in the CONSULTANT’s scope of work under the MATERIAL TESTING & BUILDING SPECIAL INSPECTIONS SCOPE OF WORK noted below and performed by the CONSULTANT’s subconsultant.

The construction period is 150 calendar days. Estimated work effort of the Resident Project Representative (RPR) is as follows:

- 14.1. Prepare for and attend up to one (1) Preconstruction Conference at the airport.
- 14.2. Up to two (2) calendar days prior to start of construction for project start up coordination with the contractor (estimate 10 hours/day).
- 14.3. Up to 45 calendar days full time for FAA spec work items (Taxilane, Apron, Access Drive) – Monday to Friday therefore 30 days - (estimate 6 weeks, 5 days/week, 30 days, 10 hours/day).
- 14.4. Up to 105 calendar days part-time for building work items – (estimate 15 weeks, 2 days/week, 30 days, 10 hours/day).
- 14.5. Up to three (3) calendar days after substantial completion for construction follow-up observations (estimate 10 hours/day).

The schedule noted above is estimated by CONSULTANT based on the CONSULTANT's estimated construction production rates. CONSULTANT's fee estimate included in Attachment B is based upon the above estimated construction schedule. Deviations to the above schedule will be resolved by a contract modification to the CONSULTANT's contract.

CONSULTANT's services are limited to the following:

- a) Act as the SPONSOR's representative on the construction site when present and assist with the coordination of the PROJECT with the SPONSOR.
- b) Assist the SPONSOR in the implementation of the CSPP for the PROJECT.
- c) Prepare daily (for on-site days) and up to twelve (12) monthly construction reports (FAA Form 5370). Monthly reports assume a winter 2025 project shutdown for which the FAA requires report during the shutdown period.
- d) Observe the work for general compliance with the specifications and plan requirements. Track the contractor's construction progress against the contractor's approved schedule.
- e) Maintain records of measurement of quantities for payment items.
- f) Review the project quantities in up to seven (7) periodic payment requests made by the contractor and make recommendations to accept or not.
- g) Provide assistance to the contractor in clarification of the design intent.
- h) Conduct at least two (2) days of wage-rate interviews of workers.
- i) Field coordination with the construction material compliance testing firm for the scheduling of QA and building special inspection testing.
- j) Review of material testing reports for conformance to plans and specifications and maintain field records of tests performed, their results, and corrective actions taken (if required).
- k) Prepare and review P-403 Hot Mix Asphalt Quality Assurance test results for air voids, mat and joint density, and grade.
- l) Review the contractor's erosion and sedimentation control inspection reports.
- m) Attend weekly construction meetings as described in Task 13 above. Prepare and distribute meeting notes.

- n) Maintain “record drawings” indicating any revisions made or unforeseen conditions encountered.

C. CLARIFICATIONS

The following assumptions are provided as the basis for the construction phase services for the PROJECT:

1. Project site work anticipated to start in the fall of 2025. Building installation will be completed by the summer of 2026.
2. Permits listed in the contract documents will be obtained by the SPONSOR’s contractor. Permit fees are paid by SPONSOR’s contractor.
3. Durations indicated in the scope of work are based on estimates of the SPONSOR’s contractor production rates.
4. SPONSOR will monitor the project punch list to completion by the contractor.
5. Value engineering design revisions are not included.

D. SCHEDULE

CONSULTANT will perform the above tasks and deliver the related documents approximately to the following anticipated schedule:

Scoping Meeting	December 2024
Construction Notice of Award	February 2025
FAA Grant Offers	May 2025
Construction Contract	May 2025
Construction Notice to Proceed	September 2025
Winter stoppage	December 2025
Spring start	March 2026
Construction Complete	June 2026
Final Acceptance	August 2026
Grant Closeouts	December 2026

ATTACHMENTS

1. Material & Building Special Inspections Testing - Subconsultant Scope of Work
2. Bird Survey - Subconsultant Scope of Work
3. Architecture - Subconsultant Scope of Work

MATERIAL & BUILDING SPECIAL INSPECTIONS TESTING – SUBCONSULTANT SCOPE OF WORK

The quantity of tests is estimated based on anticipated project contractor's production and installation rates. If the required quantity is greater than the estimated amount, CONSULTANT will seek the approval of the SPONSOR to add additional testing by contract modification. The scope of work listed below is performed by the CONSULTANT's subconsultant referred to in the below as the QA firm.

CONSULTANT's services are limited to the following:

Quality Assurance Sample Testing (Pick Up Samples)

- FAA P-152 Excavation, Subgrade, and Embankment (Assume 2 samples from source)
- FAA P-154 Subbase Course (Assume 1 sample from source)
- FAA P-209 Crushed Aggregate Base Material (Assume 1 sample from source and up to 1 additional samples from on-site stockpile or source)
- FAA T-905 Topsoil (Assume 1 samples from source)
- FAA P-403 Pavement Core Test Requirements (e.g. Thickness, Marshall Density, etc.) – See estimated number of cores to be tested below. Cores to be taken by the Contractor. QA Firm to pick up samples (include pickup charge if applicable).
- Section 03 3000 Concrete Cylinder Test Requirements - See estimated number of tests is below. Cylinders to be taken by QA firm. QA Firm to pick up samples (include pickup charge if applicable)
- Section 31 2323 Fill. General Fill, Structural Fill Under Slabs & Foundations, Granular Fill (Assume 2 samples from source).
- Section M-300 Grassed Soil Filter System (Assume 2 samples gradation: coarse gravel and soil filter media.)

Laboratory Testing (Assumed Testing)

- FAA P-152 Excavation, Subgrade, and Embankment
 - Sieve Gradation (ASTM C-136) 2 test samples
 - Modified Proctor Test (ASTM D-698) 2 test samples
- FAA P-154 Subbase Course
 - Gradation by Washing < #200 (ASTM C-117) 1 test sample
 - Sieve Gradation (ASTM C-136) 1 test sample
 - Modified Proctor Test (ASTM D-698) 1 test sample

NOTE: Contractor responsible for performing their own QC sampling for gradations.
- FAA P-209 Crushed Aggregate Base Material
 - LA Wear Abrasion (ASTM C-131) 1 test sample
 - Sodium or Magnesium Sulfate Soundness Loss (ASTM C-88) 1 test sample
 - Flat & Elongated (ASTM D-4791) 1 test sample

- Percent Fractured Particles (ASTM D-5821) 1 test sample
- Sieve Gradation (ASTM C-136) 1 test sample
- Gradation by Washing < #200 (ASTM C-117) 1 test sample
- Particle-Size Analysis (ASTM D-422) 1 test sample
- Modified Proctor Test (ASTM D-698) Assume 1 test sample
- NOTE: Contractor responsible for performing their own QC sampling for gradations and Proctor Tests for each lot during installation.
- FAA T-905 Topsoil
 - pH (testing methods of Association of Official Agricultural Chemists) 1 test sample
 - Organic Content (wet-combustion method) 1 test sample
 - Gradation (ASTM C-117) 1 test sample
- FAA P-403 Asphalt Mix Pavement Surface Course
 - Review of the Contractor's Job Mix Formula (JMF) shall be reviewed by the QA firm for compliance with FAA P-403 Hot Mix Asphalt specification.
 - Coarse Aggregate LA Wear Abrasion (ASTM C-131)
 - Coarse Aggregate Sodium Soundness Loss (ASTM C-88)
 - Coarse Aggregate Clay and Friable Particles (ASTM C-142)
 - Coarse Aggregate Percent Fractured Particles (ASTM D-5821)
 - Coarse Aggregate Flat & Elongated (ASTM D-4791)
 - If slag is used, Maximum Dry Unit Weight (ASTM C-29)
 - Fine Aggregate Sodium Soundness Loss (ASTM C-88)
 - Fine Aggregate Clay and Friable Particles (ASTM C-142)
 - Fine Aggregate Liquid Limit, Plastic Limit, and Plasticity Index (ASTM D-4318)
 - Fine Aggregate Sand Equivalency (ASTM D-2419)
 - Sieve Gradation Analysis > #200 (ASTM C-136)
 - Gradation Analysis by Washing Method (ASTM C-117)
 - If used, Mineral Filler (ASTM D-242)
 - Asphalt Content (ASTM D 2172)
 - Tensile Strength Ratio (ASTM D-4867)
- Section 03 3000 Cast-In-Place Concrete
 - Compression (ASTM C39) – assume 7 pours x 4 specimens/pour = 28 specimens
- Section 31 2323 Fill. General Fill, Structural Fill Under Slabs & Foundations, Granular Fill
 - Sieve Gradation (ASTM C-136) 3 test samples
 - Modified Proctor Test (ASTM D-698) 3 test samples
- M-300 Grassed Soil Filter System
 - Gradation by Washing < #200 (ASTM C-117) 2 test sample
 - Sieve Gradation (ASTM C-136) 2 test samples
 - Permeability test (ASTM D5084-16a) of soil filter media 1 test sample

- Modified Proctor Test (ASTM D-698) 1 test sample
- Compaction and Moisture Content (ASTM D-6938)

Field Inspection Technician

Job quantity estimates:

- 5,200± SY pavement area.
- 100 CY concrete building foundations
- 220 CY concrete building floor

Field Inspection Days:

- FAA P-152 Excavation, Subgrade, and Embankment (one test every 3000 SY min.)
 - Compaction and Moisture Content (ASTM D-6938)
 - Estimated to be approximately 4 – ½ days on-site based on 2,400 SY per day per lift. Assume 2 lifts.
- FAA P-154 Subbase Course (Field Testing by Contractor – 154-3.9)
- FAA P-209 Crushed Aggregate Base Material (Test every 1200 SY min)
 - Compaction and Moisture Content (ASTM D-6938)
 - Estimated to be approximately 2 – ½ days on-site based on 2,400 SY per day.
- Section 03 3000 Cast-In-Place Concrete Pouring (test every 100 CY min.)
 - Slump Test (ASTM C143) – during testing
 - Air Content (ASTM C231) – during testing
 - Concrete Temperature (ASTM C1064) – during testing
 - Compression (ASTM C39) – assume 7 pours x 4 specimens/pour = 28 specimens
 - Confirm concrete is design mix with slips from Contractor
 - Estimated to be approximately 7 full days on site based on the time to construct the foundation and slab.
- Section 31 2323 Granular Fill Under Slabs & Footings
 - Compaction and Moisture Content (ASTM D-6938)
 - Bearing capacity below shallow footings; Compaction Density Testing ASTM D6938 (every 100 LF along wall section, but not less than 2)
 - Fill Below Trench; Compaction Density Testing ASTM D6938 (every 150 LF along trench, but not less than 2 tests)
 - Foundation Wall Backfill ASTM D6938 (every 150 LF along trench, but not less than 2 tests)
 - Compaction Testing for fill below slab-on grade ASTM D6938 (every lift, every 1,000 SF)
 - Estimated to be approximately 3 full days on-site
- M-003 Grassed Soil Filter System
 - Compaction and Moisture Content (ASTM D-6938)

In-Plant Testing Inspection & Core Analysis Technician

Job quantity estimates:

- 1,300 Tons of P-403.
 - FAA P-403 Asphalt Mix Pavement Surface Course. Estimate 2 lots (days) of 650 tons each. Each lot is estimated to have 2 sublots. Assume 2 days in Contractor's lab
 - Sampling Procedure (ASTM D-3665)
 - Preparation of Bituminous Specimens using Marshall Apparatus (ASTM D-6926)
 - Marshall Stability and Flow (ASTM D-6927)
 - Air Voids (ASTM D-3203)
 - Bulk Specific Gravity (ASTM 2726 or ASTM D-6752)
 - Theoretical Maximum Specific Gravity (ASTM D-2041)
 - Void in Mineral Aggregate (PP-19 - Asphalt Institute MS-2)
 - Aggregate Gradations (ASTM C-136) – performed by Supplier, observed by QA
 - Asphalt Content (ASTM D-2172) – performed by Supplier, observed by QA
 - Specimen Preparation (ASTM D-1559)
 - Bulk Specific Gravity for Mat & Joint Densities (ASTM D-2726)
 - Assume 4 cores taken by Contractor to be tested by the QA Firm at approved lab.

Special Inspections for Building Soils

- See Field Inspection Section 31 2323 Granular Fill Under Slabs & Footings

Special Inspections for Building Steel

- Building submittal review
- Verify embeds in concrete (1 – ½ day)
- Member sizing and location inspection (1 – ½ day)
- Welding (pre, during and post) (2 – ½ day)
- NDT of welds (1 – ½ day)
- Structural steel bolts (2 full days)

Special Inspections for Concrete

- Inspect formwork (3 – ½ days)
- Cast in place reinforcement steel; verify steel, class, size, spacing, placement and ties. (3 – ½ days)
- Anchor Rods/Post-installed Anchors; inspect size, positioning, and embedment of anchor rods; inspect concrete placement and consolidation around anchor rods (1-1/2 day)
- Verify use of approved mix design (concurrent to fresh concrete sampling)
- Fresh concrete sampling (slump, air content and temperature) – 7 - ½ days

- Inspect concrete placement (drop, consolidation) (concurrent to fresh concrete sampling)
- Curing and Protection; inspect curing, cold weather protection, and hot weather protection procedures. (concurrent to fresh concrete sampling)
- Concrete strength testing (concurrent to fresh concrete sampling)

BIRD SURVEY – SUBCONSULTANT SCOPE OF WORK

CONSULTANT's services are limited to the following:

TASK 1 – GRASSLAND BIRD SURVEYS

Subconsultant will complete two-point count surveys, scheduled two weeks apart, for upland sandpipers in May and June 2025, using methods described in the 2016 “National Protocol Framework for the Inventory and Monitoring of Breeding Landbirds Using Point Counts”, published by the U.S. Fish and Wildlife Service. Point count surveys will be timed to coincide with this species' breeding period (mid-May through mid-June) when activity (e.g., vocalizing, courtship displays) is most likely to occur. Field efforts will be completed between sunrise and 10:00 AM during favorable conditions (i.e., low wind and noise conditions) to the greatest extent possible. All bird species observed during point count surveys will be identified to the species level. Subconsultant will confirm survey methods with Maine Department of Inland Fisheries and Wildlife (MDIFW) biologists prior to conducting surveys and adjust protocols as required.

In preparation of surveys, Subconsultant will review existing georeferenced wildlife habitat data available from the Maine Office of GIS and hard copy maps provided by the Maine “Beginning with Habitat” initiative to create a draft aerial habitat overlay of the project. Subconsultant will utilize definitions of “Significant wildlife habitats” as presented in Chapter 335 of the Maine Department of Environmental Protection (MDEP) rules to identify significant habitats for grassland bird species on-Site.

For the purposes of this task, Subconsultant has made several assumptions, as outlined below:

- MDIFW will approve a survey methodology of two half-day point count surveys in May and June 2025;
- CONSULTANT will provide proposed project plans in advance of reporting; and
- Subconsultant will have full access to the Site to perform fieldwork.

TASK 2 – REPORTING

Subconsultant will prepare a written report to document our findings including the following:

- Prepare an Aerial Overview Plan using field observations and habitat definitions as defined by MDEP;
- A narrative report including describing the methodology of the assessment, existing habitat descriptions, observed avian species, photographs, potential presence of significant wildlife habitats, and potential methods to minimize impacts to threatened and endangered grassland species (if determined necessary based on Subconsultant field observation or response following MDIFW consultation); and

- Provide one electronic copy of the report to the client for review and a final electronic copy for distribution.

Should additional work be required following consultation with MDIFW, Subconsultant will prepare a change order for that work, as appropriate.

TASK 3 – MEETINGS AND PROJECT SUPPORT

Subconsultant will meet with the project team and MDIFW as requested, to confirm methodologies and discuss potential conservation measures (if needed). This task assumes up to two hours for meetings as requested. Subconsultant assumes meetings will be held by Teams or Zoom and has not included mileage or travel for this task.

ARCHITECTURAL – SUBCONSULTANT SCOPE OF WORK

The below has been copied from the Subconsultant's proposal. Task noted with 'excluded' are not included.

Key: FM (Fennick McCredie – Architect); CRC (Code Red Consultants – Code); RLB (Rider Levett Bucknall – Cost Estimator; WS (Wilspec – Specification writer); PRIME/MJ (McFarland Johnson).

CONSULTANT's services are limited to the following:

1.00 Project Management

	1.01	Contract administration	[excluded] Coordination with owner to maintain and track design team budget, invoicing coordination and progress reports	
	1.02	Pre-Construction Meeting	Attend one Pre-Construction Meeting	FM

2.00 Submittals

	2.01	Submittal log	[excluded] Maintain submittal log and coordinate submittals with A/E consultants	
	2.02	Submittal review	Review architectural submittals including shop drawings, materials submittals, product data and other required items. Up to two (2) resubmittals.	FM
	2.03	Special Inspections	[excluded] Review 3rd party testing and special inspections reports. Managing and coordinating special inspections to be by Owner/Prime and/or contractor	

3.00 Sustainability

	3.01	LEED	[excluded]	
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4.00 Request for Information (RFI)

	4.01	RFI review	Review and respond to architectural RFI's. Coordination and distribution of RFI's for all disciplines by PRIME	FM/CRC /WS
	4.02	Supplemental Information	Issue sketches or architectural supplemental information as required to respond to RFI's.	FM/CRC /WS

5.00 Field Observation

	5.01	Field observation	2 Site Visits to Review construction progress in field as appropriate to the stages of construction and to become generally familiar with compliance of the work the contract documents. Issue field reports and non-compliance reports.	FM
	5.02	Special Inspections	[excluded] Review reports by special inspection and testing agencies.	

6.00 Construction Changes

	6.01	Cost log	(excluded) PRIME will maintain log of construction cost changes	
	6.02	Proposed Change Orders (PCO)	Review contractor PCO's and provide recommendations to PRIME.	FM
	6.03	Construction Change Directives	Assist PRIME in Construction Change Directives (CCD's) as required.	FM
	6.04	Independent Cost Estimate	Coordinate review of cost changes with independent cost estimator and participate in negotiations between Owner and contractor.	FM/RLB

7.00 Construction meetings

	7.01	OAC meetings	Attend 5 hours of Owner/Architect/Contractor virtual meetings. Meeting minutes by PRIME. Weekly meetings	FM
	7.02	Owner meetings	(excluded)	MJ

8.00 Contractor pay requisition

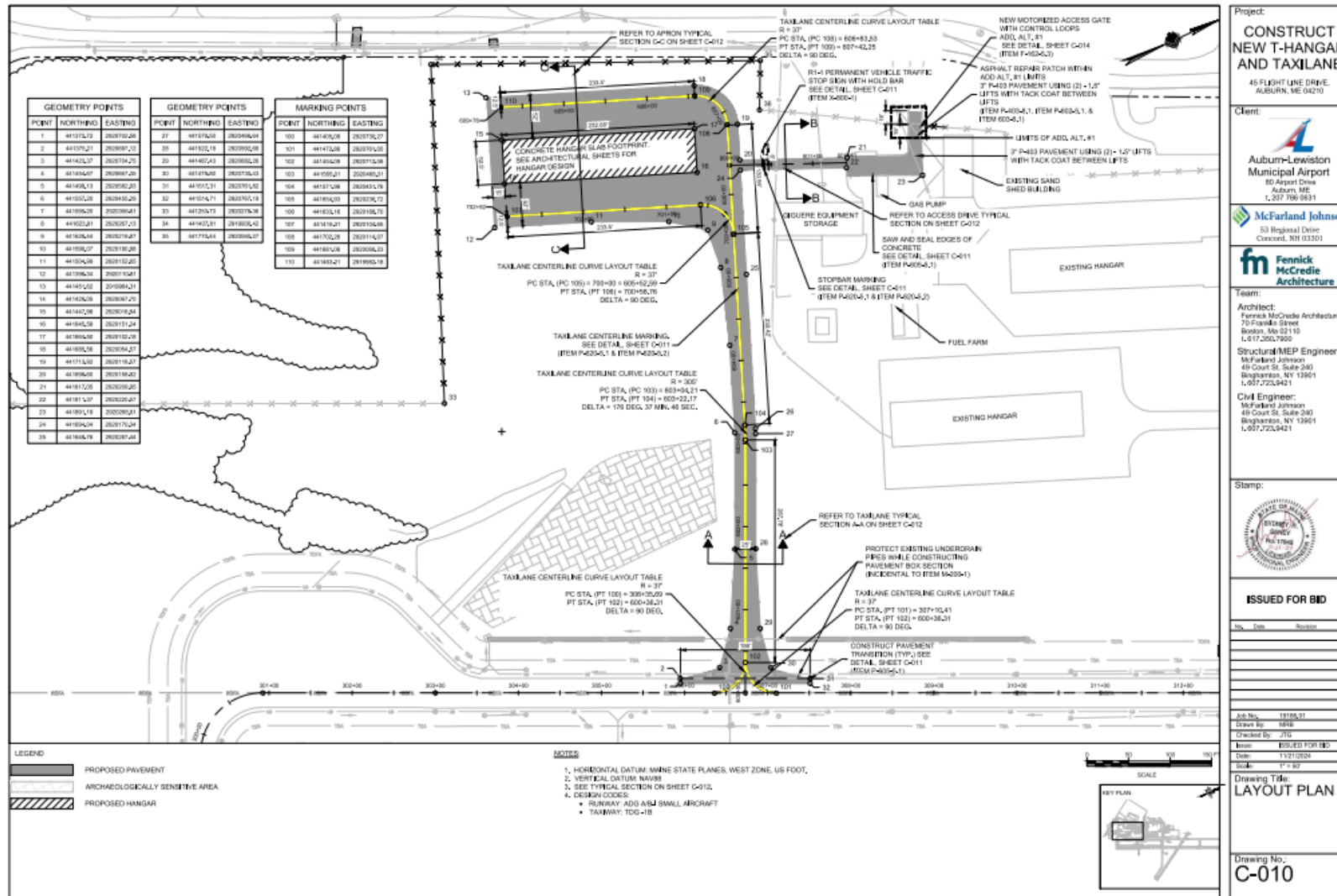
	8.01	Pay Req. review	[excluded] Review contractor submitted pay requisitions as requested by PRIME.	
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9.00 Project Close out

	9.01	Punch Lists	Provide (1) punch list site visits and reports after initial work-to-complete list is submitted by contractor.	FM
	9.02	Building Commissioning	[excluded]	
	9.03	Operation and Maintenance manuals	Review O&M submittals	FM

	9.04	Warranties	Review final executed warranties	FM
	9.05	Substantial completion	Site visit at Substantial Completion, review punch lists.	FM
	9.06	Final construction affidavits	[excluded]	
	9.07	Record drawings	Review contractor's as-built drawings and incorporate and update final design drawings as required, including drawings and sketches issued through the process of construction	FM
	9.08	Completion	[excluded] Assist PRIME to close out all contracts, punch lists and retainage and final pay requisitions.	

Figure 1 – LEW T-Hangar Development – November 2024





Auburn – Lewiston Municipal Airport Board Meeting Information Sheet

Board Workshop or Meeting Date: May 7, 2025

Author: Jonathan P. LaBonte, Airport Director

Subject: Congressionally Directed Spending Hangar – Construction Bid Award

Information: The Airport received \$1.6 million in Congressionally Directed Spending (CDS), or earmark, to construct a new hangar. Through a review of the Airport Layout Plan and current customer mix, it was determined that a set of t-hangars (up to 10) would be the best utilization of that funding. In addition, the airport is allocated approximately \$243,000 annually through the Bipartisan Infrastructure Law (BIL) for airport improvements and \$150,000 per year in Airport Improvement Program (AIP) entitlement. As FAA reauthorizations have altered federal share percentages, the Airport with McFarland Johnson have negotiated eligible elements of the project, and bidding for the project completed, we now have a clearer picture of the funding mix needed to deliver this project.

The low bidder, Ducas Construction, is holding their bid until May 15th, 2025. The Airport will need to execute this contract or rebid the entire project. Per FAA regulations, only one bid process can be reimbursed through grant funding. A second bidding process would need to be fully funded by the Airport. Given the realities of ongoing construction inflation, a rebid is likely to drive total costs higher.

There continues to be analysis of the financial outflow on this project and how that relates to the FAA grant offers. More information is being sought in real time, and the most recent information will be presented to the Board during the meeting.

Airport Financial Impacts: As budgeted in FAA grant submissions, total Project Cost \$3,829,214 (including Federal, State, Local Shares)

Recommended Action: Authorizing the Airport Director to award the CDS hangar construction project to the low bidder, Ducas Construction

Previous Meetings and History:

June 2023 – FAA CIP Adoption

April 2024 – Board review of scope and fee for CDS design, authorizing Board Chair to execute

November 2024 – Board workshop on FY26-FY30 CIP

March 2025 – Board discussion on project budget and grant submissions to FAA

Attachments:

Bid Tabulation from Project Bid



ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	DUCAS CONSTRUCTION		SARGENT		DONTE'S CONSTRUCTION		PHELAN CONSTRUCTION		GENDRON CORP	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
Schedule A - Building (without restrooms, sewer and water) and Taxilane/Aprons													
				OK LESS THAN	\$ 310,742.16	OK LESS THAN	\$ 339,232.22	OK LESS THAN	\$ 376,392.66	OK LESS THAN	\$ 375,675.50	OK LESS THAN	\$ 416,075.94
B-001-1	T-Hangar Building - Architectural	LS	1	\$ 850,000.00	\$ 850,000.00	\$886,000.00	\$ 886,000.00	\$ 29,960.00	\$ 29,960.00	\$734,765.00	\$ 734,765.00	\$1,215,289.00	\$ 1,215,289.00
B-001-2	T-Hangar - Foundation and Slab	LS	1	\$ 241,662.00	\$ 241,662.00	\$460,000.00	\$ 460,000.00	\$ 481,500.00	\$ 481,500.00	\$615,575.00	\$ 615,575.00	\$778,607.00	\$ 778,607.00
B-001-3	T-Hangar - Electrical	LS	1	\$ 208,680.00	\$ 208,680.00	\$158,000.00	\$ 158,000.00	\$ 138,069.00	\$ 138,069.00	\$129,037.00	\$ 129,037.00	\$323,043.00	\$ 323,043.00
B-001-4	T-Hangar - General Bid	LS	1	\$ 419,954.00	\$ 419,954.00	\$165,000.00	\$ 165,000.00	\$ 997,896.00	\$ 997,896.00	\$481,152.00	\$ 481,152.00	\$21,732.00	\$ 21,732.00
C-105	MOBILIZATION (10% MAX)	LS	1	\$ 103,025.00	\$ 103,025.00	\$300,000.00	\$ 300,000.00	\$ 337,050.00	\$ 337,050.00	\$258,395.00	\$ 258,395.00	\$104,329.00	\$ 104,329.00
M-150-1	FIELD SURVEY AND STAKEOUT	LS	1	\$ 31,950.00	\$ 31,950.00	\$ 40,000.00	\$ 40,000.00	\$ 21,400.00	\$ 21,400.00	\$28,792.00	\$ 28,792.00	\$14,607.00	\$ 14,607.00
M-200-1	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	\$ 6,255.00	\$ 6,255.00	\$ 25,000.00	\$ 25,000.00	\$ 16,050.00	\$ 16,050.00	\$43,998.00	\$ 43,998.00	\$15,858.00	\$ 15,858.00
M-300-1	GRASSED SOIL FILTER SYSTEM	SF	1,600	\$ 15.29	\$ 24,464.00	\$ 14.00	\$ 22,400.00	\$ 26.75	\$ 42,800.00	\$14.25	\$ 22,800.00	\$15.50	\$ 24,800.00
C-100	CONTRACTORS QUALITY CONTROL PROGRAM	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00	\$ 21,400.00	\$ 21,400.00	\$30,000.00	\$ 30,000.00	\$22,330.00	\$ 22,330.00
C-102-5.1a	INSTALLATION AND REMOVAL OF PIPE INLET PROTECTION	EA	1	\$ 175.00	\$ 175.00	\$ 350.00	\$ 350.00	\$ 802.50	\$ 802.50	\$240.00	\$ 240.00	\$384.00	\$ 384.00
C-102-5.1b	INSTALLATION AND REMOVAL OF EROSION CONTROL BARRIER	LF	2,560	\$ 4.00	\$ 10,240.00	\$ 4.00	\$ 10,240.00	\$ 5.35	\$ 13,696.00	\$4.25	\$ 10,880.00	\$4.50	\$ 11,520.00
C-102-5.1c	INSTALLATION AND REMOVAL OF CHECK DAM	EA	6	\$ 250.00	\$ 1,500.00	\$ 250.00	\$ 1,500.00	\$ 802.50	\$ 4,815.00	\$322.00	\$ 1,932.00	\$306.00	\$ 1,836.00
C-102-5.1d	INSTALLATION OF EROSION CONTROL MATTING	SY	3,400	\$ 3.50	\$ 11,900.00	\$ 2.50	\$ 8,500.00	\$ 3.21	\$ 10,914.00	\$2.75	\$ 9,350.00	\$4.00	\$ 13,600.00
C-102-5.1e	INSTALLATION AND REMOVAL OF INLET PROTECTION	EA	7	\$ 175.00	\$ 1,225.00	\$ 150.00	\$ 1,050.00	\$ 802.50	\$ 5,617.50	\$186.00	\$ 1,302.00	\$134.00	\$ 938.00
C-102-5.1f	INSTALLATION OF STONE SLOPE WITH GEOTEXTILE	CY	110	\$ 133.00	\$ 14,630.00	\$ 100.00	\$ 11,000.00	\$ 90.95	\$ 10,004.50	\$79.00	\$ 8,690.00	\$86.00	\$ 9,460.00
P-101-5.1	PAVEMENT REMOVAL	SY	800	\$ 4.00	\$ 3,200.00	\$ 10.00	\$ 8,000.00	\$ 5.35	\$ 4,280.00	\$5.00	\$ 4,000.00	\$4.00	\$ 3,200.00
P-101-5.6	COLD MILLING (0-4")	SY	225	\$ 47.42	\$ 10,669.50	\$ 25.00	\$ 5,625.00	\$ 26.75	\$ 6,018.75	\$23.00	\$ 5,175.00	\$22.50	\$ 5,062.50
P-151-4.1	CLEARING AND GRUBBING	AC	0.10	\$ 15,000.00	\$ 1,500.00	\$ 60,000.00	\$ 6,000.00	\$ 10,700.00	\$ 1,070.00	\$77,930.00	\$ 7,793.00	\$25,000.00	\$ 2,500.00
P-151-4.2	REMOVE UTILITY POLES	EA	5	\$ 250.00	\$ 1,250.00	\$ 200.00	\$ 1,000.00	\$ 535.00	\$ 2,675.00	\$590.00	\$ 2,950.00	\$674.00	\$ 3,370.00
P-152-4.1	UNCLASSIFIED EXCAVATION	CY	5,100	\$ 16.08	\$ 82,008.00	\$ 10.00	\$ 51,000.00	\$ 21.40	\$ 109,140.00	\$10.20	\$ 52,020.00	\$11.00	\$ 56,100.00
P-152-4.2	EMBANKMENT IN PLACE	CY	4,000	\$ 2.00	\$ 8,000.00	\$ 15.00	\$ 60,000.00	\$ 26.75	\$ 107,000.00	\$17.00	\$ 68,000.00	\$13.00	\$ 52,000.00
P-154-5.1	SUBBASE COURSE	CY	4,270	\$ 45.27	\$ 193,302.90	\$ 31.00	\$ 132,370.00	\$ 53.50	\$ 228,445.00	\$33.25	\$ 141,977.50	\$62.00	\$ 264,740.00
P-209-5.1	CRUSHED AGGREGATE BASE COURSE - 6" DEPTH	CY	1,120	\$ 70.00	\$ 78,400.00	\$ 85.00	\$ 95,200.00	\$ 69.55	\$ 77,896.00	\$76.00	\$ 85,120.00	\$86.00	\$ 96,320.00
P-403-8.1	ASPHALT MIXTURE SURFACE COURSE	TON	1,300	\$ 142.85	\$ 185,705.00	\$ 150.00	\$ 195,000.00	\$ 214.00	\$ 278,200.00	\$142.85	\$ 185,705.00	\$170.00	\$ 221,000.00
P-603-5.1	EMULSIFIED ASPHALT TACK COAT	GAL	50	\$ 30.00	\$ 1,500.00	\$ 33.00	\$ 1,650.00	\$ 53.50	\$ 2,675.00	\$36.00	\$ 1,800.00	\$50.00	\$ 2,500.00
P-605-5.1	JOINT SEALING FILLER	LF	490	\$ 24.70	\$ 12,103.00	\$ 27.00	\$ 13,230.00	\$ 16.05	\$ 7,864.50	\$5.00	\$ 2,450.00	\$17.00	\$ 8,330.00
P-620-5.1	MARKINGS	SF	810	\$ 4.50	\$ 3,645.00	\$ 5.00	\$ 4,050.00	\$ 5.35	\$ 4,333.50	\$5.50	\$ 4,455.00	\$6.00	\$ 4,860.00
P-620-5.2	REFLECTIVE MEDIA	LB	50	\$ 15.00	\$ 750.00	\$ 16.00	\$ 800.00	\$ 53.50	\$ 2,675.00	\$36.00	\$ 1,800.00	\$20.00	\$ 1,000.00
F-162-5.1	REMOVE CHAINLINK FENCE	LF	770	\$ 15.58	\$ 11,996.60	\$ 6.00	\$ 4,620.00	\$ 10.70	\$ 8,239.00	\$13.00	\$ 10,010.00	\$5.50	\$ 4,235.00
F-162-5.2	CHAIN LINK FENCE	LF	910	\$ 80.36	\$ 73,127.60	\$ 75.00	\$ 68,250.00	\$ 73.52	\$ 66,903.20	\$98.00	\$ 89,180.00	\$88.00	\$ 80,080.00
T-901-5.1	SEEDING	KSF	150	\$ 10.00	\$ 1,500.00	\$ 40.00	\$ 6,000.00	\$ 53.50	\$ 8,025.00	\$48.00	\$ 7,200.00	\$50.00	\$ 7,500.00
T-905-5.1	TOPSOIL (OBTAINED ON SITE OR REMOVED FROM STOCKPILE)	CY	1,000	\$ 25.00	\$ 25,000.00	\$ 33.00	\$ 33,000.00	\$ 42.80	\$ 42,800.00	\$64.00	\$ 64,000.00	\$55.00	\$ 55,000.00
T-908-5.1	MULCHING	SY	16,700	\$ 0.10	\$ 1,670.00	\$ 0.40	\$ 6,680.00	\$ 0.43	\$ 7,181.00	\$0.45	\$ 7,515.00	\$0.50	\$ 8,350.00
D-701-5.1a	6 INCH CPE PIPE	LF	35	\$ 75.71	\$ 2,649.85	\$ 58.00	\$ 2,030.00	\$ 53.50	\$ 1,872.50	\$62.00	\$ 2,170.00	\$96.00	\$ 3,360.00
D-701-5.1b	12 INCH REINFORCED CONCRETE PIPE	LF	90	\$ 99.85	\$ 8,986.50	\$ 61.00	\$ 5,490.00	\$ 107.00	\$ 9,630.00	\$90.00	\$ 8,100.00	\$92.00	\$ 8,280.00
D-705-5.2	CUT AND CAP UNDERDRAIN CLEANOUT	EA	2	\$ 350.00	\$ 700.00	\$ 300.00	\$ 600.00	\$ 802.50	\$ 1,605.00	\$950.00	\$ 1,900.00	\$733.00	\$ 1,466.00
D-752-5.1	HEADWALL	EA	1	\$ 1,600.00	\$ 1,600.00	\$ 2,000.00	\$ 2,000.00	\$ 2,675.00	\$ 2,675.00	\$4,226.00	\$ 4,226.00	\$4,900.00	\$ 4,900.00
D-752-5.2	FLARED END SECTION	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,675.00	\$ 2,675.00	\$2,155.00	\$ 2,155.00	\$2,900.00	\$ 2,900.00
L-108-5.1	NO. 8 AWG 5kV L-824 TYPE C CABLE INSTALLED IN TRENCH OR DUCT BANK	LF	1,400	\$ 5.50	\$ 7,700.00	\$ 6.25	\$ 8,750.00	\$ 17.66	\$ 24,724.00	\$16.50	\$ 23,100.00	\$3.40	\$ 4,760.00
L-108-5.2	NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INSTALLED IN TRENCH INCLUDING CONNECTIONS/TERMINATIONS	LF	2,800	\$ 2.20	\$ 6,160.00	\$ 5.75	\$ 16,100.00	\$ 4.28	\$ 11,984.00	\$2.00	\$ 5,600.00	\$4.40	\$ 12,320.00
L-108-5.3	NO. 1/0 AWG 600V THWN-2 TYPE C CABLE, INSTALLED IN DUCT BANK OR CONDUIT	LF	4,100	\$ 5.50	\$								



Auburn – Lewiston Municipal Airport Board Meeting Information Sheet

Board Workshop or Meeting Date: May 7, 2025

Author: Jonathan P. LaBonte, Airport Director

Subject: FY2026-FY2029 City of Auburn/Airport Management MOU

Information: Since March 29, 2023, the City of Auburn has assigned a staff member to manage the Auburn Lewiston Municipal Airport. To accomplish the task of addressing financial mismanagement, human resource issues, operational inefficiencies, disinvestment in facilities and equipment, and poor customer service, multiple city departments and third-party contractors were engaged. Third party contractors were compensated for their services in FY2023, but the city was not. Those services were valued at over \$31,000.

Given the ongoing projected struggles then, the Board voted to continue with the city of Auburn's efforts to reform the Airport's operations and line services business during FY2024. Third party contractors were compensated for their specific services, the city was not. The value of those services was over \$138,000.

For FY2025, the Airport entered into an MOU with the city of Auburn to compensate the city \$80,000 for the year for these services. As of March 31, 2025, the value of those services was over \$107,000.

The Airport can either provide its own staff or secure contractors for all services, including management and back-office. Since it is not a city department, it must pay 15-20% more for health insurance, rather than being part of a self-insured workers compensation pool it must secure a MEMIC policy, it must pay for its own full audit, and many other examples of increased structural costs. Despite all of this, the management framework through the city of Auburn has brought significant efficiencies and is still less expensive than previous models.

For comparison on total hours deployed weekly to operate the Airport, we can look back to 2022 to review total hours paid when it was run fully independent of the City of Auburn and then the weekly hours under the current scenario. A key element for the proposed FY2026-2029 MOU is the addition of a 0.75 FTE to assist the Airport Director on business development and customer engagement. In part, this is a repositioning of the former 1.0 FTE airport secretary role that was eliminated in September 2024.

	Example Weekly Hours			
	2022*	2025**		
Airport Operations	104	104		
Airport Administration***	116	45		
Auburn Air Center (FBO)****	175.25	80		
TOTAL WEEKLY HOURS	395.25	229		
*Variability existed weekly based on PTO				
**Includes hours scheduled with contracted staff (City of Auburn, Dirigo)				
***Includes prorated time from Auburn Finance, IT, HR (PW includes in Ops)				
****Administrative time spent on FBO is not allocated to FBO				

To provide management stability for at least the remaining life of the Auburn Industrial Park Tax-sharing Agreement, when Lewiston will no longer receive revenue (\$200,000+) from that 50-year agreement, the MOU is proposed for FY2026-2029, or four fiscal years. It is critical to note that the tax-sharing agreement is completely separate from both cities federal obligations to subsidize the operations and capital of the Auburn Lewiston Municipal Airport. The tax-share agreement was specific to the two cities investing in water, sewer, and road infrastructure in 1979 outside of the Airport fence on non-obligated land.

Recommended Action: Approving the FY2026-2029 Airport/City of Auburn MOU

Previous Meetings and History:

Attachments:

Hours and cost allocation for city of Auburn management and back-office support

FY2025 MOU between Airport and City of Auburn

FY2026-2029 MOU DRAFT

Memorandum of Understanding

This Memorandum of Understanding (“MOU”), effective as of July 1, 2025, the “Effective Date”, is between the City of Auburn, Maine (the “City”) and the Auburn Lewiston Municipal Airport (the “Airport”).

WHEREAS, the Airport desires, in the interest of ongoing efficiency, that the City continue to provide senior management and back office support for its facilities, grounds, equipment and aviation services;

WHEREAS, the City, as an Airport sponsor, desires to provide those services to the Airport;

WHEREAS, the City of Auburn and the City of Lewiston have a tax-sharing agreement in the area of the Industrial Airpark which expires in Fiscal Year 2029;

WHEREAS, the City of Auburn and the City of Lewiston, as FAA sponsors of the Airport desire for the Airport to become financially self-sustaining in accordance with FAA Grant Assurances;

WHEREAS, the City and the Airport have operated under an MOU for management and back office support for Fiscal Year 2025 and desire to extend that for a period of four years, through Fiscal Year 2029;

NOW, THEREFORE, in consideration of the mutual covenants and conditions in this MOU the parties covenant and agree as follows:

Services:

Services outlined in this MOU shall be performed by City of Auburn employees and these employees shall be subject to the terms of existing City personnel policies.

The day-to-day management, oversight and direction of the Airport and its employees and/or contractors shall be provided by the City. The City will coordinate with the City of Lewiston and Airport Board of Directors for any future planning and staffing changes as needed. Beginning on the Effective Date of this MOU, the City will manage and assist in providing the following services for the Airport (collectively, the “Services”):

Management and Back-office Support Services:

1. The City Transportation Systems Director will be designated as Airport Director, as defined in the Interlocal Agreement between the City of Auburn and City of Lewiston and execute all responsibilities noted therein
2. The City will facilitate the implementation of the Airport Master Plan and any other plans or strategies adopted by the Airport Board of Directors
3. The City, through the Transportation Systems Director and other necessary staff, will advance business development opportunities for both aeronautical and non-aeronautical development through lease negotiations and other necessary steps. The Board of Directors retains all authority to authorize execution of agreements unless otherwise delegated.
4. The City will draft, propose, administer, and monitor the Operating and Capital Budgets as approved by the Board of Directors. This includes management of Airport Accounts Payable and Accounts Receivable, and the processing of payments for services rendered through the fueling and other aviation services offered by the Airport. Reports on financial performance will be assembled for the Board of Directors and its Treasurer as well as the Cities of Auburn and Lewiston.
5. The City will administer Airport policies and procedures including, but not limited to, personnel and purchasing policies.
6. The City will conduct the recruitment, interviews, and hiring for all Airport staff positions and/or contracted services required to operate the Airport.

7. The City will conduct orientation for new staff on Airport policies and procedures and perform annual update for current staff on mandated regulations, e.g., Harassment, Drug Testing, FAA, etc. in addition to administering appraisals and goal setting with staff.
8. The City will represent the Airport as needed in public and private forums and serve as the primary contact for partnering agencies such as the FAA and MaineDOT, while keeping the Airport Sponsors and Airport Board of Directors informed through written reports and Board meeting briefings.
9. The City will manage, through direct action or through Airport staff and contractors, the daily operations of the Airport. This includes the maintenance of Airport equipment, its fleet of vehicles, and its buildings.
10. The City will provide information technology support for systems necessary to operate the Airport and the activities of its staff and/or contractors. Costs associated with direct services from third parties (i.e. fiberoptic services) and hardware or software will remain the obligation of the Airport and may be billed directly by the City based on the method of procurement.

Fees:

In consideration for the City managing the Services for fiscal year 2026, the Airport will compensate the City \$187,500. The estimated costs are based on an assumption that two (2) City employees are being assigned to support the Airport Support Services outlined in this MOU and that at least 75% of their collective effort is in support of those functions. The City and the Airport agree to review the allocation of effort and its associated costs annually through fiscal year 2029, as part of the budget process.

Continuing costs:

The Airport will continue funding the full costs for staffing and operating costs for:

1. All Airport staff and Airport contractors.
2. All related expenses for the execution of these functions.

Payment:

Payments will be made quarterly beginning July 1st, 2025.

Termination:

The MOU commences as of the Effective Date and expires upon an affirmative vote of the Airport Board or the Auburn City Council to cease these services, allowing for a twelve (12) month notification to prepare the transfer of staffing and responsibilities.

Upon termination, the City shall promptly transfer to the Airport all data, records, files, and other information, in whatever format is maintained, concerning the Airport and any Services performed for the Airport by the City.

Other:

This MOU contains the entire agreement of the parties regarding its subject matter and may be modified or amended only in writing and signed by both parties.

The parties' consent to the use of electronic signatures in connection with the execution of this MOU. Facsimile, electronic, and digital copies of this document, including properly executed PDF versions of this document, are regarded as original instruments by the parties, and electronic signatures to this MOU shall be legally binding with the same force and effect as manually executed signatures. This MOU may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

SEEN AND AGREED TO:

The City of Auburn

By: _____

Its: City Manager as authorized by the City Council
on: _____

The Auburn Lewiston Municipal Airport

By: _____

Its: Board Chair as authorized by the Board of
Directors on: _____

City of Auburn Effort Associated with Airport Management*								
FY 2023**			FY2024		FY2025 (thru 3/31)		FY2026***	
Department	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Transportation	490	\$ 25,484.90	1581	\$ 103,017.96	1258	\$ 82,109.66		
Finance	52	\$ 1,827.80	432.5	\$ 16,462.46	420.5	\$ 17,310.76		
Public Works	1	\$ 37.95	201	\$ 8,202.64	120.3	\$ 5,090.25		
Human Resources	31	\$ 1,643.29	42.5	\$ 2,362.33	27	\$ 1,572.70		
Information Technology	46.25	\$ 2,404.33	161.75	\$ 8,026.88	37.5	\$ 1,856.90		
TOTAL	620.25	\$ 31,398.27	2418.75	\$ 138,072.27	1863.3	\$ 107,940.27	0	0

Airport Payment for Services				
FY 2023**		FY2024		FY2025 (thru 3/31)
	\$ -		\$ -	\$ 80,000.00
				\$ 187,500.00

*Cost does not include equipment or parts allocation from Public Works

**Beginning March 29 with the separation from previous Airport Manager

***Budgeted for One Additional Transportation Staff at 75% FTE

Memorandum of Understanding

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WHEREAS, the City, as an Airport sponsor, desires to provide those services to the Airport;

NOW, THEREFORE, in consideration of the mutual covenants and conditions in this MOU the parties covenant and agree as follows:

Services:

Services outlined in this MOU shall be performed by City of Auburn employees and these employees shall be subject to the terms of existing City personnel policies.

The day-to-day management, oversight and direction of the Airport and its employees and/or contractors shall be provided by the City. The City will coordinate with the City of Lewiston and Airport Board of Directors for any future planning and staffing changes as needed. Beginning on the Effective Date of this MOU, the City will manage and assist in providing the following services for the Airport (collectively, the “Services”):

Management and Back-office Support Services:

1. The City Transportation Systems Director will be designated as Airport Director, as defined in the Interlocal Agreement between the City of Auburn and City of Lewiston and execute all responsibilities noted therein
2. The City will facilitate the implementation of the Airport Master Plan and any other plans or strategies adopted by the Airport Board of Directors
3. The City will draft, propose, administer, and monitor the Operating and Capital Budgets as approved by the Board of Directors. This includes management of Airport Accounts Payable and Accounts Receivable, and the processing of payments for services rendered through the fueling and other aviation services offered by the Airport. Reports on financial performance will be assembled for the Board of Directors and its Treasurer as well as the Cities of Auburn and Lewiston.
4. The City will administer Airport policies and procedures including, but not limited to, personnel and purchasing policies.
5. The City will conduct the recruitment, interviews, and hiring for all Airport staff positions and/or contracted services required to operate the Airport.
6. The City will conduct orientation for new staff on Airport policies and procedures and perform annual update for current staff on mandated regulations, e.g., Harassment, Drug Testing, FAA, etc. in addition to administering appraisals and goal setting with staff.
7. The City will represent the Airport as needed in public and private forums and serve as the primary contact for partnering agencies such as the FAA and MaineDOT, while keeping the Airport Sponsors and Airport Board of Directors informed through written reports and Board meeting briefings.
8. The City will manage, through direct action or through Airport staff and contractors, the daily operations of the Airport. This includes the maintenance of Airport equipment, its fleet of vehicles, and its buildings.
9. The City will provide information technology support for systems necessary to operate the Airport and the activities of its staff and/or contractors. Costs associated with direct services from third parties (i.e. fiberoptic services) and hardware or software will remain the obligation of the Airport and may be billed directly by the City based on the method of procurement.

Fees:

In consideration for the City managing the Services for fiscal year 2025, the Airport will compensate the City \$80,000. The estimated costs associated with staffing for these services will be submitted to the Airport by January 1st of each year for budgeting purposes:

Continuing costs:

The Airport will continue funding the full costs for staffing and operating costs for:

1. All Airport staff and contractors.
2. All related expenses for the execution of these functions.

The City and the Airport agree to review this fee annually and adjust it as necessary to fulfill its intended purpose if the MOU is renewed.

Payment:

The City will track personnel time associated with this MOU and submit quarterly reports to the Airport. For FY2025, the payment of the Estimated Cost will be made quarterly starting July 1st, 2024.

Termination:

The MOU commences as of the Effective Date and expires upon an affirmative vote of the Airport Board or the Auburn City Council to cease these services, allowing for a six-month notification to prepare the transfer of staffing and responsibilities.

Upon termination, the City shall promptly transfer to the Airport all data, records, files, and other information, in whatever format is maintained, concerning the Airport and any Services performed for the Airport by the City.


Other:

This MOU contains the entire agreement of the parties regarding its subject matter and may be modified or amended only in writing and signed by both parties.

The parties' consent to the use of electronic signatures in connection with the execution of this MOU. Facsimile, electronic, and digital copies of this document, including properly executed PDF versions of this document, are regarded as original instruments by the parties, and electronic signatures to this MOU shall be legally binding with the same force and effect as manually executed signatures. This MOU may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

SEEN AND AGREED TO:

The City of Auburn

By: 

Its: City Manager as authorized by the City Council
on: 4/16/2024

The Auburn Lewiston Municipal Airport

By: 

Its: Board Chair as authorized by the Board of
Directors on: 4/11/2024



Auburn – Lewiston Municipal Airport Board Meeting Information Sheet

Board Workshop or Meeting Date: May 7, 2025

Author: Jonathan P. LaBonte, Airport Director

Subject: FY2026 Airport Operations and FBO Budget

Information: The FY2026 budget update was presented in a workshop format at the March 12, 2025 meeting. Included in this agenda item packet is a copy of that budget with the details, as well as highlights of what was changed from the first discussion budget to the latest the Board was presented in a balanced format. It is critical that the Board understand some key elements as it relates to what this budget includes and doesn't include. Perhaps the pace of change since March 2023, including Board turnover, has influenced some of the context for Airport activity in FY2026. The Airport is not yet on fully stable ground, and much work remains given that we have completely rebuilt the staffing, operations, and maintenance model for a federally-obligated Airport, while remaining open, in less than 24 months.

- **Municipal Subsidy** – The two cities did not wish to increase the annual subsidy to the Airport. The buying power of the subsidy is reduced greatly by inflation and the fourth fiscal year of no increase.
- **Non-municipal revenue** – The Airport benefited from one-time revenue as it liquidated assets it secured in the Elite Airways eviction and subsequent negotiations with third parties. Those one-time revenues are no longer available, so there will be significantly less wiggle room if Christian Hill revenues don't hold to budget or other rental agreements are impacted.
- **Grant Assurances** – The two cities have a federal obligation, through their Grant Assurances, for maintenance of the airfield, maintenance of airport pavement, identification and elimination of obstructions, management and mitigation of wildlife threats, and others. The Board is aware of the investment needs for both obstructions and wildlife management. To keep the budget balanced without the two cities providing additional funding, meant investing limited resources in areas confirmed to be deficient due to legacy disinvestment.
- **Building Maintenance** – As we seek to return Airport facilities to a state of good repair, we are still faced with Hangar #5, Hangar #9, and the Cold Storage Hangar which have not been maintained to a high level (due to budget and management priorities) for some time. It is essential that Airport customers can expect clean and well-kept facilities, and that needed repairs are completed in a timely manner. Should a major repair be demanded on any building (\$20,000+), it would quickly throw the budget out of balance. In addition, our operations fuel farm requires either recertification (\$30,000+ expense) or replacement (\$150,000+) which is a capital expense we are now navigating needing to carry in our operations budget without additional city funding.

The aspiration to achieve a self-sustaining Airport without local subsidy is a worthy pursuit. The Board, and the two cities, need to be mindful of the context for such a goal. Even the oft-compared airport of Sanford, a department of the City of Sanford, includes the value of property taxes at the Airport as part of its "revenue" and, as a city department, does not have to account for cross-department support (HR, IT, Finance, etc)

Recommended Action: Approving the FY2026 Operations and FBO Budgets

Previous Meetings and History:

January and March Board Meetings

Attachments: Summary Document for Changes from January to March
FY2026 Draft Budget

**AUBURN LEWISTON AIRPORT
PROPOSED BUDGET
FY2026**

	FY2021 APPROVED BUDGET	FY2021 ACTUAL	FY2022 APPROVED BUDGET	FY2022 REVISED BUDGET	UNAUDITED FY2022 ACTUAL	FY2023 ACTUAL AS OF 6/30/2023	FY2024 ACTUAL As of 6/30/2024	FY2025 ADOPTED BUDGET	FY2026 DRAFT As of 3/12/2025
REVENUES									
Operations									
Fees - Fuel Flowage	17,250	10,415	15,000	15,000	14,602	12,082	17,874	18,500	15,000
Fees - Landings	27,544	20,435	23,788	23,788	25,561	29,730	28,871	40,000	50,000
Christian Hill Materials	67,500	104,535	97,500	97,500	75,258	71,867	91,837	100,000	100,000
Rental Fees	260,740	264,321	256,540	256,540	270,588	208,372	130,365	175,000	200,000
Flight Simulator	-	-	-	-	-	192	772	2,000	2,000
	373,034	399,706	392,828	392,828	386,010	322,243	269,719	335,500	367,000
Non-Operations									
Municipal Subsidy	335,000	335,000	354,000	354,000	354,000	410,000	410,000	410,000	410,000
Tax Sharing	28,000	25,550	27,500	27,500	23,100	-	24,045		-
Service fees	2,500	245,485	1,500	1,500	103	467	18,840	500	1,500
Investment Income	1,100	751	1,100	1,100	563	2,946	7,115	3,000	10,000
Sale of Hangar #5 Assets							340,461	75,000	10,000
Sale of Assets	-	29,986	-	-	15,800	49,169	-		-
	366,600	636,772	384,100	384,100	393,566	462,582	800,461	488,500	431,500
TOTAL REVENUES	739,634	1,036,478	776,928	776,928	779,576	784,825	1,070,180	824,000	798,500
EXPENDITURES									
Regular Salaries	262,200	251,550	268,918	268,918	233,378	287,229	142,334	170,000	154,000
Overtime	4,000	3,795	4,000	4,000	4,115	5,054	6,710	9,000	10,000
Fringe Benefits	107,319	113,207	108,161	108,161	104,134	118,957	81,875	118,283	72,592
Professional Development	9,460	9,460	9,855	9,855	2,200	1,938	3,160	15,000	16,000
Gen/Professional	2,000	425	2,000	2,000	425	10,491	67,229	140,000	250,500
MV Supplies - Gas & Oil	11,350	10,799	15,175	15,175	11,878	18,175	25,732	26,000	10,000
Snow and Ice Control	30,475	17,424	26,488	26,488	9,390	17,385	-	1,000	20,000
Utilities	35,769	29,872	32,953	32,953	39,145	50,641	94,197	115,000	43,500
Building Maintenance	31,750	47,987	34,000	34,000	19,463	48,586	34,003	33,000	52,500
Vehicle Maintenance	14,175	32,947	16,675	16,675	38,728	21,041	26,248	25,000	25,000
Radio Maintenance	5,350	399	5,350	5,350	4,434	361	785	1,500	1,500
Electrical Maintenance	1,000	3,847	1,000	1,000	3,906	7,757	7,218	4,000	4,000
Airfield Maintenance	18,007	252,321	19,033	24,438	23,420	18,405	13,804	32,250	39,500
Computer / Office Machine	7,000	9,926	7,000	7,000	11,814	20,657	18,705	10,000	7,500
Pavement Maintenance	8,798	272	8,798	8,798	-	-	45,328	29,000	39,000
Advertising and Promo	9,500	5,399	6,500	9,065	2,162	12,458	1,448	7,500	7,500
Professional Services	7,000	14,422	15,000	15,000	18,354	29,845	36,230	42,800	35,800
Legal Services	5,000	9,527	7,500	7,500	7,704	37,700	14,808	20,000	20,000
Life Flight Land Fund Loan							-	12,000	12,000
Office Supplies	5,600	2,549	5,600	5,600	4,470	4,436	4,353	2,500	2,500
Telephone and Internet	4,850	3,312	5,310	5,310	6,899	5,048	9,803	9,000	9,000
Insurance Premiums	40,278	36,947	40,278	40,278	67,495	36,221	22,059	33,400	40,600
Depreciation	-	666,427	-	-	-	-	-		-
TOTAL EXPENDITURES	620,881	1,522,812	639,594	647,564	613,514	752,384	656,028	856,233	872,992
OVER / UNDER	118,753	(486,334)	137,334	129,364	166,061	32,441	414,152	(32,233)	(74,492)

**AUBURN LEWISTON AIRPORT
PROPOSED BUDGET
FY2026**

	FY2021 APPROVED BUDGET	FY2021 ACTUAL	FY2022 APPROVED BUDGET	FY2022 REVISED BUDGET	UNAUDITED FY2022 ACTUAL	FY2023 ACTUAL AS OF 6/30/2023	FY2024 ACTUAL As of 6/30/2024	FY2025 ADOPTED BUDGET	FY2026 DRAFT As of 3/12/2025
FBO BUDGET									
REVENUES									
Fuel and Oil Sales	834,383	468,942	671,250	671,250	780,048	707,853	762,979	1,007,750	1,024,000
Facility Fees									40,000
Tie Down & Hanger Fees (Based)	33,125	33,764	33,125	33,125	31,439	50,723	74,487	60,000	80,000
Tie Down & Hanger Fees (Transient)									15,000
Catering	2,500	1,129	2,500	2,500	886	1,231	213		-
After Hour Call Out	4,000	3,100	4,000	4,000	7,077	14,600	9,275	10,000	20,000
Flight Services	6,000	2,129	3,750	3,750	930	2,218	5,258	7,000	7,000
Rental Car	4,930	1,389	5,500	5,500	2,231	2,018	2,948	3,000	4,000
Service Lease	-	-	-	-	-		3,600	-	-
TOTAL REVENUES	884,938	510,453	720,125	720,125	822,611	778,643	858,760	1,087,750	1,190,000
EXPENDITURES									
Regular Salaries	189,800	178,763	185,318	185,318	183,418	197,640	34,330	-	-
Overtime	4,000	1,081	4,000	4,000	6,260	6,245	32	-	-
Fringe Benefits	65,795	54,780	65,445	65,445	49,117	36,874	-	-	-
Contract Services							168,667	200,000	250,000
Advertising	6,500	868	6,500	9,065	937	18	1,282		-
Meals	3,255	331	3,255	3,255	987	169	-	500	1,000
Plant Equipment	2,065	536	2,065	2,065	2,788	7,926	3,134	1,800	1,800
Ground Support Equipment	20,200	26,712	21,400	21,400	72,326	27,679	24,665	9,700	9,700
Fuels & Oils	574,595	329,406	436,051	436,051	594,712	513,707	619,743	702,500	713,500
Fuel Flowage							16,039	17,500	
Supplies Aircraft Maintenance	4,000	940	1,500	1,500	63	536	-		-
Insurance Premiums	-	-	-	-	-	-	-		-
Hangar Loan to Cities	115,000	36,111	115,000	115,000	33,050	-	-	115,000	60,000
Building Maintenance									18,500
Utilities	16,428	13,208	16,428	16,428	14,705	16,649	-		60,700
	1,001,638	642,735	856,962	859,527	958,363	807,442	867,892	1,047,000	1,115,200
OVER / UNDER	(116,700)	(132,282)	(136,837)	(139,402)	(135,752)	(28,799)	(9,132)	40,750	74,800

AUBURN LEWISTON AIRPORT
PROPOSED BUDGET
FY2026

EXPENDITURES

FY2026
PROPOSED
BUDGET

FY2026
APPROVED
BUDGET

OPERATION

Regular Salaries			154,000
	Airport Director (contracted)		
	Customer Engagement and Business Development (Admin)	-	
	2 Operations Positions (Supervisor and One Specialist)	149,000	
	Salary Reserve/Unemployment	5,000	
Overtime			10,000
	Plowing, posting NOTAMS, and other unusual operations.		
Fringe Benefits			72,592
	FICA	10,168	
	Medicare	2,378	
	Healthcare	35,000	
	Retirement	12,546	
	Health Reimbursement Account	1,500	
	Flexible Spending Account	1,500	
	Clothing/Uniforms	9,000	
	Life Insurance	500	
Professional Development			16,000
	Memberships	3,000	
	Employee Training	10,000	
	Industry Conferences	3,000	
	Includes membership in Maine Municipal Association required by Maine Municipal Employee Health Trust. Training is for staff (Fuel System Safety, Aviation Operations Safety, Customer Service, etc to attain/retain professional accreditation)		

**AUBURN LEWISTON AIRPORT
PROPOSED BUDGET
FY2026**

EXPENDITURES

**FY2026
PROPOSED
BUDGET**

**FY2026
APPROVED
BUDGET**

OPERATION CONTINUED

Gen/Professional			250,500
	Contracted Administration (75% of City Transportation Staff, along with IT, Finance, HR)	187500	
	Contracted Operations Staff (from APW)	58000	
	Engineering On Call	2,000	
	Annual Fuel Tank inspection	3,000	
MV Supplies - Gas & Oil			10,000
	Auto Gas		
	Motor Oil & Lubricants		
	Diesel Fuel for Equipment/Vehicles		
	Extended winter operations to maximize airport being available for operations. Will attempt to join a joint city bid to reduce expenses.		
Snow and Ice Control			20,000
	Solid De-ice Compound (non-corrosive)		
	Liquid Anti-ice Compound (non-corrosive)		
	in FY25, the Airport has deployed these to aid in reopening the airport for operations or to assist in breaking up frozen precipitation. The product is unique to airports, due to its non-corrosive qualities, and more expensive than traditional PW products.		
Utilities			43,500
	Heating Fuel	10,000	
	Electric (CMP)	30,000	
	Water and Sewer	3,500	
	Restaurant space (until rented), Maintenance, Airfield Lights Roundy, etc		
Building Maintenance			52,500
	Repairs and Improvements	40,000	
	Trash Pickup Service	1,000	
	Cleaning Supplies	2,500	
	Inspections	4,000	
	Recurring Maintenance	5,000	
	Budgeting for Operations Fuel Farm recertification, potential additional repairs on leased buildings, fire protection system and extinguishers/alarms.		
Vehicle Maintenance			25,000
	Engine Repairs and Parts	12,500	
	Tires	4,000	
	Inspections	200	
	Touchup Paint	1,000	
	Repair/ Mower Decks	1,500	
	Repair/Winter Maintenance equipment	2,000	
	Repair/Plow Units	3,000	
	Hand Tool Replacement	800	

**AUBURN LEWISTON AIRPORT
PROPOSED BUDGET
FY2026**

EXPENDITURES

**FY2026
PROPOSED
BUDGET**

**FY2026
APPROVED
BUDGET**

OPERATION CONTINUED

Radio Maintenance			1,500
	Handheld Batteries		
	Handheld PW Band Radio Replacement	250	
	Handheld Aviation Band Radio Replacement	250	
	Aviation Mobile Radios	500	
	PW Band Mobile Radios	500	
	This is to ensure good operation of the essential tool needed to communicate air to ground and between staff members on the airfield. Our ability to communicate is a safety concern.		
Electrical Maintenance			4,000
	Hiring out licensed electricians and electrical repairs		
Airfield Maintenance			39,500
	Fuel Farm Maintenance	10,000	
	Fencing and Gates Repair	10,000	
	Runway and Taxiway Lighting and Signs	4,500	
	Grounds Maintenance, including drainage/culvert repair	15,000	
	Fence repairs/replacing rusted parts of the fence and expanding repairs to address wildlife incursions to the airfield per the USDA Report. Target to budget increased contracted fence work for 3-4 fiscal years. Contracted services and/or equipment rental for improving drainage and removing vegetation for obstructions and wildlife control. Materials for the traffic lines, grass seed and windsocks are the ground materials.		
Computer / Office Machine			7,500
	Workstation Maintenance	-	
	Microsoft and other licenses	5,000	
	Network/IT Maintenance	2,500	
Pavement Maintenance			39,000
	Runway Edge Repair	3,500	
	Paint for Runway and Taxiways	15,000	
	Glass Bead	500	
	Crack Filling Service	20,000	
	Gradually increasing this budget to respond to spot repairs and funding annual crack filling program		

**AUBURN LEWISTON AIRPORT
PROPOSED BUDGET
FY2026**

EXPENDITURES

**FY2026
PROPOSED
BUDGET**

**FY2026
APPROVED
BUDGET**

OPERATION CONTINUED

Advertising and Promo			7,500
	Internet and Print Marketing	2,500	
	Marketing/Promotional Materials	2,500	
	Events	2,500	
	Events and marketing to attract transient and additional based customers/investors		
Professional Services			35,800
	Annual Audit	20,800	
	Appraisals		
	Corrective Action Plan Consulting Support	10,000	
	Airport Business Development Consulting	5,000	
	Professional services for audits and other services		
Legal Services			20,000
	Counsel Fee	15,000	
	Document Prep	5,000	
Office Supplies			2,500
	Printer Toner	800	
	Paper	400	
	Other Supplies	1,300	
Telephone and Internet			9,000
	Fiber Connection to City of Auburn network	7,800	
	Operations/FBO Tablets for Mobile Computing	1,200	
Insurance Premiums			40,600
	Worker's Compensation Coverage	10,000	
	Property Casualty	14,000	
	Public Officials	2,600	
	Auto Liability	6,000	
	Airport Liability/Hangar Keepers	8,000	
Rates for insurance have increased due replacement costs on buildings. Insurance costs have not been split across Operations or FBO			

TOTAL OPERATION EXPENDITURES

\$ 860,992 \$ -

AUBURN LEWISTON AIRPORT
PROPOSED BUDGET
FY2026

EXPENDITURES

FY2026
PROPOSED
BUDGET

FY2026
APPROVED
BUDGET

FIXED BASE OPERATOR

Regular Salaries			250,000	
	1 Contracted Shift Support from Third Party		250,000	
	Assume average 80 hours/week coverage over year, with added hours in peak season up to 120 hours/week			
Operations personnel at airport will remain cross trained to provide FBO line service support. Phone duty/on-call and weekends to be supplemented by contracted support				
Overtime				
	To cover call ins for late or early flights, snow plowing and ect.			
Fringe Benefits			-	
	FICA			
	Medicare			
	Healthcare			
	Retirement			
	Health Reimbursement Account			
	Flexible Spending Account			
	Clothing			
Advertising			-	
	Internet Marketing			
	Print Marketing			
	Events			
Meals			1,000	
	Food	1,000		
	Catering	-		
	Food/snacks/drinks purchased for FBO customers			

**AUBURN LEWISTON AIRPORT
PROPOSED BUDGET
FY2026**

EXPENDITURES

**FY2026
PROPOSED
BUDGET**

**FY2026
APPROVED
BUDGET**

FIXED BASE OPERATOR CONTINUED

Plant Equipment			1,800
	POS System		
	Equipment Repairs	1,800	
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Ground Support Equipment			9,700
	Rent for Mobile Fueler	7,200	
	Filters and Repair Parts	2,000	
	Deicing, Type I Fluid	500	
	Lease rent estimate for Jet A truck under new fuel contract		
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Fuels & Oils			713,500
	AvGas	225,000	
	Jet A	472,500	
	Fuel system Ice Inhibitor	1,000	
	Fuel Flowage Fee	15,000	
	Fuel costs are estimated with a projected 185,000 total gallons.		
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Supplies Aircraft Maintenance			-
	Parts		
	Maintenance Publications		
	Other Services		
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Insurance Premiums			-
	Worker's Compensation		
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Hangar Loan with Cities		60,000	60,000
	Annual loan payment for Hangar #5 proposed for refinance		
	Split between both cities (\$30,000)		
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Building Maintenance			18,500
	Repairs and Improvements	10,000	
	Trash Pickup Service	-	
	Cleaning Supplies	1,000	
	Inspections	5,000	
	Recurring Maintenance	2,500	
	Increase in cost is tied to ensuring sufficient funds for maintenance/repairs needed on airport managed FBO buildings including paint, door repairs, etc (Cold Storage Hangar, Terminal, Hangar 5) and additional inspections/testing (fire protection systems)		
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AUBURN LEWISTON AIRPORT
PROPOSED BUDGET
FY2026

EXPENDITURES

FY2026
PROPOSED
BUDGET
60,700

FY2026
APPROVED
BUDGET

Utilities

Heating Fuel	25,000
Electric (CMP)	30,500
Water and Sewer	5,200
Telephone and Internet	

FBO Terminal Building, Cold Storage Hangar, Hangar #5, Tiedowns

TOTAL FBO EXPENDITURES

\$ 1,115,200 \$ -

**AUBURN LEWISTON AIRPORT
PROPOSED BUDGET
FY2026**

REVENUES

OPERATIONS:

		FY2026 PROPOSED BUDGET	FY2026 APPROVED BUDGET
Fees - Fuel Flowage	Fuel flowage fee is charged on the fuel sold at retail. The fee maintains the fuel delivery system. The projected fuel sales for FY26 is 150,000 gallons (flat sales when compared to FY24). A corresponding expense for \$15,000 will appear in the FBO expenses.	\$ 15,000	
Fees - Landings	Landing fees are charged to aircraft weighing more than 4000 pounds when they land at the airport. The fee is based on the landing weight of the aircraft. The fee offsets the wear on the airport infrastructure. The proposed amount is based on recent history for FY25 and projected to be flat for FY26	50,000	
Christian Hill Materials	The airport has a contractor quarrying Christian Hill to reduce the height of the hill. The contract in turn finances the operation through sale of materials removed. The airport receives 30 cents per yard (~2 tons) of material taken from airport lands as a fee. Before 2016 it was 30 cents per ton. Budget is based on FY24 workplan at quarry from Auburn Aggregates LLC and carrying that amount to FY25. This will be further refined before final adoption.	100,000	
Rental Fees	Landlord is one of the main functions of an airport. Strategies are being developed to increase this revenue stream. Budget based on current leases in place	200,000	
Flight Simulator	Rental of equipment - 100 hours at \$20 per hour. Budget based on operating rights agreement with Chickadee Aviation and is a conservative estimate.	2,000	
		367,000	-
NON-OPERATIONS:			
Municipal Subsidy	Auburn - 205,000 Lewiston - 205,000	\$ 410,000	
Service fees	Miscellaneous charges for activities(i.e.:emergency repairs for hangar door not owned by the airport) and gate cards	1,500	
Investment Income	Investments on the bank accounts, efforts underway to ensure a higher return on airport cash on hand	10,000	
		421,500	-
TOTAL OPERATIONS REVENUE		\$ 788,500	\$ -

**AUBURN LEWISTON AIRPORT
PROPOSED BUDGET
FY2026**

REVENUES		FY2026 PROPOSED BUDGET	FY2026 APPROVED BUDGET
FIXED BASE OPERATOR			
Fuel and Oil Sales	Supply cost and local competition drive the fuel price as much as demand and seasonality. Budget based on FY24 sales and assuming a return to those volumes. This is a conservative approach for the FBO.	\$ 1,024,000	
Facility Fees	This fee was introduced in FY25 to account for visiting aircraft over 4,000 that do not take fuel but require assistance on the ramp. This is a conservative estimate.	\$ 40,000	
Tie Down & Hangar Fees (Based Aircraft)	The storage of aircraft is a service charge for most aircraft because of the liability and risk the FBO and by extension the airport assumes. With the master lease of the FBO and White Hangars, their income is now rental income. The Cold Storage Hangar and use of Hangar #5 without a master lease will drive this number (in addition to tie down use). FY24 year to date is skewed by some of the Elite Airways eviction/property abandonment issue.	80,000	
Tie Down and Hangar Fees (Transient Aircraft)	Visiting aircraft will be offered options for Hangar #5, Cold Storage, or parking on a tie-down. This is tracked separately from based aircraft	15,000	
Catering	Moved to Flight Line Services to streamline accounts. All individual service types can be assessed through our point of sale system		
After Hour Call Out	Customers are billed for after hour call outs. This has been increased from previous years based on rate changes and increased demand	20,000	
Flight Line Services	GPU, LavCart, and related services on the line (non-fuel). Catering support (ice, coffee, coordinating meal delivery, is included here). Budgeted to be flat year over year	7,000	
Rental Car	The airport has agreements with three rental car companies and provides rental services for passengers and local customers. The airport earns a percentage of each rental agreement value.	4,000	
TOTAL FBO REVENUE		\$ 1,190,000	\$ -



Auburn Lewiston Municipal Airport

80 Airport Drive, Auburn, ME 04210
(207) 786 0631 FAX: (207) 782 3024
www.flytomaine.com

Operations Expenses

1. Staffing (Reduction of \$5,965)
 - a. The current draft budget now assumes two Airport Operations staff members and continuing the Auburn PW contract relationship. This reduces the expenses on the Fringe Benefits and keeps down potential increases in Workers Compensation (City of Auburn is self-insured)
2. Operations Fuel -Diesel and Unleaded (Reduction of \$10,000)
 - a. Given the timing of fuel orders and current rates of consumption, the Airport can take advantage of available budget in FY25 to fill both tanks and reduce projected purchases in FY26.
3. Building Maintenance (Reduction of \$16,500)
 - a. The Airport is making some needed repairs under FY25 (Hangar #5 garage door, Giguere Building garage doors) and in turn made a slight reduction in this line. Given the age of our buildings, a significant/urgent repair need could quickly force us to exceed this number. The largest share of this cost is the requirement that we recertify our underground fuel tank in FY26 at the cost of at least \$30,000.
4. Vehicle Maintenance (Reduction of \$3,000)
 - a. This line has been chronically underbudgeted over the Airport's history, leaving key equipment operating at a low level (i.e. cutting edges on snow removal equipment). Given improvements over the last fiscal year, and replacement cutting edges with higher quality carbide, we should get several seasons and will manage this at a lower level.
5. Airfield Maintenance (Reduction of \$25,000)
 - a. This item was reduced under fencing/gate repair and grounds maintenance. We can revisit this if revenues are trending positively to make additional appropriations. The Airport does have quotes for rental equipment so we can allocate staff time to some of these tasks. We also have fence repair parts in our inventory.
6. Professional Services (Reduction of \$7,000)
 - a. There was a placeholder for future appraisals, that line has been zeroed out. There was also a slight reduction in the Corrective Action Plan consulting, with the hopes that we can manage outstanding items with less expense.
7. Computer/Office Machines (Reduction of \$2,500)
 - a. We have upgraded our work stations (and reduced the total number of work-stations in more than half during the management transition). Projecting we can maintain our current tools without significant expense, this line was reduced.



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Operations Revenues

1. Rental Income

- a. The current budgeted number assumes a number of factors, those include the execution of the ground lease with Fielding Properties and the completion of the lease agreements for the new LLCs that own the former TIM Corp t-hangars and former Auburn Hangar Company box hangar. Sargent has completed their need for Airport laydown, and that removes \$6,000 in rental income.

2. Christian Hill Materials

- a. As of this date, the budgeted number is a placeholder awaiting projections on material removals from Auburn Aggregates. This number does not account for a new lease.

3. Sale of Hangar #5 Assets (Increase of \$10,000)

- a. The Airport remains the owner of a few remnant components from the Elite Airways eviction and our acquisition of aircraft and equipment. These include a turbine engine (likely only valuable for its core), a turbine engine stand, a ground power unit, and aircraft hydraulic tripod jacks. These had not been budgeted in the first draft, but a concerted effort could be made to sell these.



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FBO Expenses

1. Building Maintenance (Reduction of \$14,500)
 - a. This was a new line under FBO expenses to account for aviation service facility improvements and repairs (Cold Storage Hangar, Hangar #5, FBO Terminal). The FY25 budgeted total for all Airport buildings was \$33,500, meaning FY26 proposed a \$68,500 increase. Items like the Hangar #5 main door, should it need repairs, would be a significant cost exceeding budgeted amounts.

FBO Revenues

1. Fuel Sales
 - a. We are reviewing with AvFuel some of our pricing strategies for Contract Fuel, given the increased costs within the FBO (staffing, vehicle/equipment, etc). This may result in improved net-margins on fuel specifically, but at this time I am not recommending we change budgeted numbers.
2. Tie-down and Hangar – Based Aircraft (Increase of \$10,000)
 - a. Based on projection of opportunities with Hangar #5 and Cold Storage over the next year, this number has been increased.
3. After-hour call outs (Increased by \$5,000)
 - a. Based on current year's trends, this number was adjusted up.
4. Rental Car (Increased by \$1,000)
 - a. Based on current year's trends, this number was adjusted up.