

**City Council Workshop & Meeting
Agenda
June 5, 2023
Auburn Hall, Council Chambers**

5:30 P.M. City Council Workshop

- A. Airport update – Jonathan LaBonté
- B. Tax Increment Financing (TIF) discussion – Glen Holmes
- C. Third Place Grant Program proposal – Glen Holmes
- D. 186 Main Street easements – Jay Brenchick and Eric Cousens
- E. City owned property – Jay Brenchick
- F. Marketing/promotion of American Rescue Plan Act (ARPA) Programs – Phil Crowell

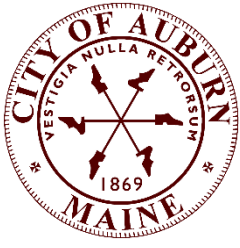
7:00 P.M. City Council Meeting - Roll call votes will begin with Councilor Hawes

Pledge of Allegiance

- I. **Consent Items** – All items with an asterisk (*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member or a citizen requests, in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.
 - 1. **Order 71-06052023***
Appointing Wardens and Ward Clerks for the June 13, 2023 Election.
 - 2. **Order 72-06052023***
Confirming Mayor Levesque’s appointment of Councilor Rick Whiting to the Airport Board.
- II. Minutes
 - a. May 15, 2023 Special Joint Meeting (Lewiston and Auburn City Councils)
 - b. May 15, 2023, Regular Council Meeting
- III. **Communications, Presentations and Recognitions**
 - Council Communications (about and to the community)
- IV. **Open Session** – *Members of the public are invited to speak to the Council about any issue directly related to City business or any item that does not appear on the agenda.*
- V. **Unfinished Business**
 - 1. **Order 59-05012023**
Modifying the Auburn-Lewiston Airport Interlocal Agreement.
- VI. **New Business**

1. **Order 73-06052023**
Authorizing the City Manager to execute a donation agreement with Sultan Corporation for the donation of 7 Chestnut Street (Auburn Tax Parcel 250-335).
2. **Order 74-06052023**
Authorizing the City Manager to execute the sale of 188 Chicoine Avenue through Bill Bergeron with Fontaine Family Realty.
3. **Order 75-06052023**
Authorizing the City Manager to execute the sale of Garfield Road (parcel ID 216-062) through Bill Bergeron with Fontaine Family Realty.
4. **Order 76-06052023**
Authorizing the City Manager to execute the sale of 126 Goff Street through Bill Bergeron with Fontaine Family Realty.
5. **Order 77-06052023**
Authorizing the City Manager to execute the sale of 140 Northern Avenue through Bill Bergeron with Fontaine Family Realty.
6. **Order 78-06052023**
Authorizing the City Manager to execute the sale of Smith Street (parcel ID 198-063) through Bill Bergeron with Fontaine Family Realty.
7. **Order 79-06052023**
Authorizing the City Manager to execute the sale of South Witham Road (parcel ID 161-009) through Bill Bergeron with Fontaine Family Realty.
8. **Order 80-06052023**
Authorizing the City Manager to execute the sale of Union Street (parcel ID 240-169) through Bill Bergeron with Fontaine Family Realty.
9. **Order 81-06052023**
Authorizing the City Manager to execute the sale of 18 Western Prom through Bill Bergeron with Fontaine Family Realty.
10. **Order 82-06052023**
Authorizing the City Manager to execute the sale of 59 Willard Road through Bill Bergeron with Fontaine Family Realty.
11. **Order 83-06052023**
Authorizing the City Manager to execute the sale of 192 Winter Street through Bill Bergeron with Fontaine Family Realty.
12. **Order 84-06052023**
Authorizing the City Manager to execute the sale of 86 Western Avenue through Bill Bergeron with Fontaine Family Realty.

- 13. Ordinance 05-06052023**
Amending Appendix A – Fees and Charges (Streets, Sidewalks, and other Public Places). First reading.
- VII. Open Session** - *Members of the public are invited to speak to the Council about any issue directly related to City business or any item that does not appear on the agenda*
- VIII. Reports (from sub-committees to Council)**
- a. Mayor’s Report
 - b. City Councilors’ Reports
 - c. City Manager Report
- IX. Executive Session** – Economic development, pursuant to 1 M.R.S.A. §405(6)(C) which premature disclosure would prejudice the competitive or bargaining position of the City.
Executive Session – Personnel matter (City Manager evaluation), pursuant to 1 M.R.S.A. §405(6)(A).
- X. Adjournment**



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: June 5, 2023

Author: Jonathan P. LaBonte, Transportation Systems Director

Subject: Auburn-Lewiston Municipal Airport Update

Information: This will be a brief update on the status of business operations at the airport and to answer questions from the City Council. The attached memo provides background details.

City Budgetary Impacts: N/A

Staff Recommended Action: None

Previous Meetings and History:

City Manager Comments:



I concur with the recommendation. Signature:

Attachments:

June 5, 2023 Council Memo on Airport



City of Auburn, Maine

Transportation Systems Department

Jonathan P. LaBonté, Director

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

Auburn-Lewiston Municipal Airport Briefing – June 5, 2023

BACKGROUND

The Auburn Lewiston Airport, located at 80 Airport Drive in Auburn, was developed on land transferred from the United States government to the cities of Auburn and Lewiston. Beginning in 1935, various airport oversight models were put in place.

In 1979, the cities of Auburn and Lewiston adopted an Interlocal Agreement establishing the Auburn-Lewiston Municipal Airport as an independent corporate entity. An Airport Board was created to operate, maintain, and improve the land. The agreement was (is) for an indefinite term (no sunset provision) and requires the cities to provide an operating subsidy of no less than the previous fiscal year's budgeted appropriation and shortfalls at the airport.

Also in 1979, the cities adopted a tax-sharing agreement whereby they jointly financed the extension of Auburn's water and sewer utilities for the newly formed business park situated on airport land. In 1987 and 1997, the cities adopted amendments to the original tax-sharing agreement, including a provision to share excise tax revenues with the airport for the purpose of establishing an infrastructure improvement trust account. The tax-sharing agreement, with its amendments, has a sunset date of October 2029. While often seen as connected to the airport interlocal agreement, the tax-sharing entity agreements stand alone with the only provision of sharing excise tax revenues through 2029.

The interlocal agreement has been amended several times since its inception. Those changes, predominantly in the 1980's, provided additional direction and rights to the airport to include the ability to facilitate economic development and to authorize leases without city council approval. The most recent 2007 amendment added the Lewiston Auburn Economic Growth Council and AVCOG to the Board of Directors as part of the focus on economic development and positioning the airport for pursuit of scheduled commercial air service. The most recent Airport Master Plan (2006) had significant focus on commercial service and the needed capital investments to achieve that goal.

CURRENT STATUS

The airport operates on land deeded to the cities, as sponsors of the airport, by the federal government. As a condition of those deeds and accepting capital funds to improve and maintain the airport, the cities agreed to follow the FAA Grant Assurances. The Grant Assurances provide a framework for the airport to move towards becoming self-sustaining and to ensure competition is fostered among private operators seeking access to airport land and/or facilities.

On rare occasions, the FAA will send a land-use compliance officer to inspect the operation of an airport and its adherence to these Grant Assurances through a land use inspection. The Auburn Lewiston Municipal Airport was selected last year for such an inspection, and it occurred in July. A report from the FAA was submitted to the airport in April 2023 and mandated a Corrective Action Plan (CAP) for issues it identified regarding leases and airport management of agreements. The areas for action included the following:

- To coordinate finalization of release requests for 911 Antenna and State drainage easements.
- To complete an inspection of all hangars with FAA present and provide a report of inspection findings with actions to the FAA upon inspection completion.
- To review the leases with TIM Corp. and Bel Air Condo Association, along with Skyward Aviation's activity fee status, and provide remedies to ensure these leases and activities are in compliance with Grant Assurance 5 - Rights and Powers, the Airport Revenue Policy, and other noted concerns.
- To review all leases and provide the FAA with any further findings or remedies.
- To review Minimum Standards and Rules and regulations with FAA. Provide information as to the status of the documents and their approval by the Board.

The airport now has until late June 2023 to submit the CAP. The plan does not have to resolve all of the identified issues, but rather lay out the framework and timeline to do so. If the airport does not submit, or the FAA does not have confidence that the airport is seeking to address its concerns, access to future federal capital funds would be in jeopardy.

Annually, the cities of Auburn and Lewiston each provide a subsidy to the airport in the amount of \$205,000 for a total of \$410,000. Several business decisions at the airport over the last 15 years have influenced the current financial management and sustainability challenges to include the airport operating at a deficit in this current fiscal year.

In 2008, the airport and cities partnered with private developers to construct a hangar for the Lufthansa Constellation project. While the hangar was privately owned, the cities, through the airport, backed the financing through a 20-year lease with \$249,750 in annual payments. The airport's payments for the hangar lease were equivalent to the sublease amount paid by Lufthansa to the airport. As financial pressure mounted on the project, the airport purchased the hangar from the private developer and the two cities agreed to finance that purchase. The inability of the airport to make the annual payments led to one restructuring of the debt to extend the payback period and reduce annual payments to each city. At present, the airport is obligated to pay \$115,000 in total (split 50/50 between the cities).

The eviction of Elite Airways from the airport due to non-payment has not only left the airport without the revenue to meet its loan payments to the cities, but also the legal expenses, transfer of utility costs and unpaid bills, and other added expenses that have deepened the deficit. The airport now has a 25,400 square foot hangar that it must empty, through a sale of abandoned assets, and seek a new tenant for the upcoming year.

Another impactful decision was for the airport to exercise its proprietary rights under Federal Aviation Administration (FAA) regulations to become the Fixed-Base Operator (FBO) after the departure of Twin Cities Air. Rather than seek another private entity to provide aviation services such as fueling, hangar and tie-down management, rental car coordination, or catering, the airport chose to stand these up as government run services. Through fiscal year 2022, the airport expenses for the FBO have exceeded its revenues by \$787,000. This amount does not reflect the administrative overhead costs required to manage those services.

Following the identification of many unbudgeted capital and operating expenditures realized in this fiscal year, the current board is navigating an evaluation of expenses incurred year to date. There are also large capital projects, supported by FAA funds, that have yet to be “closed-out” to provide final reimbursement to the airport. The most recent project, the East Ramp reconstruction, had well documented project management challenges, but also had a greater than initially projected local property taxpayer share versus federal/state share. The City of Auburn, through use of its fund balance, loaned the airport funds to make contractor payments for this project because the airport lacked the financial resources in its Land Fund. The city has been slowly paid back as reimbursements have been received from the FAA.

In addition to the status of the capital trust account, required to be established in the excise tax-sharing agreement, the accounting for the Land Fund (capital reserve account) has been an on-going board-level discussion. Following a records review, it has been documented that the airport never established that account and instead used the capital trust funds as general operating funds to subsidize the airport.

During the current fiscal year, the airport conducted an asset sale, without the authorization from the cities as required by the Interlocal Agreement for any asset valued at more than \$1,000, and spent that additional \$48,668 on other items.

PATH FORWARD

It is clear that the challenges of the past, brought on by both management and governance issues, has eroded the trust of tenants and customers to the airport. Future direction setting and stewardship of this airport is a collective effort of the sponsors, as owners and operators of the airport, and the businesses and their customers engaging in aeronautical activity.

There are a series of steps to move the airport from its current challenges to fulfilling the opportunity it provides to support regional economic growth through the aviation sector. At the core, the mission at the airport needs to be to develop operating conditions conducive to attracting private investment and private aviation services and to establish an airport staffing model that focuses on a core mission of land and facilities management and strategic capital investment. Through all of this, safety of flight is paramount.

The response to the FAA land use inspection is being developed, and initial meetings with specific tenants referenced by name have already occurred. A process to fully document all existing leases has been launched. This process includes reviews of terms, rates, rate adjustments, extensions, assignments, amendments, etc. along with ensuring fully executed files associated with all leases are in place and stored in a digital archive for ongoing monitoring.

It has been discovered that the airport has missed Consumer Price Index (CPI) adjustment windows on some leases, made lease amendments that reduced revenue to the airport, provided access to land without leases, and maintained expenses on the airport that were to be transferred to tenants per lease terms. All in, this lease mismanagement has cost the airport at least \$100,000 per year.

Near term, the airport continues to deplete cash reserves as budgeted revenues are not realistic. It will likely need to secure an operating line of credit to continue forward in the transition. The current available cash means that the airport will not be able to make the FY2023 debt service payment (\$115,000) to the cities on the hangar. This could be accommodated by adding one year to the repayment schedule (FY2034 to FY2035). We are reviewing capital expenditures funded with operating dollars - to potentially authorize those from the Land Fund - and will be completing a sale of abandoned assets by Elite Airways to assist in closing that gap and repaying any line of credit utilized.

To shift the business model of the airport, an RFP was issued for a private business to step in to support the FBO services. In the next couple of weeks, the FY2024 operational model will become clearer and will be significantly less in total expenditures than FY2023. A reduction in overall personnel at the airport and documentation of workflows and workloads is key to right-sizing the public sector staff during this transition. We are working towards eliminating a redundant financial management system at the airport as well as standing up a work order system to document activities.

A thorough review of the use of the Land Fund and establishing a policy for its use will be a key element to protecting against the current situation reemerging. This would likely be accompanied by a review of the Land Lease Policy to strengthen the airport's intent to lease, rather than sell, land for non-aeronautical use going forward. Land sold generates one-time capital funding for the Land Fund, while land leased provides an on-going revenue stream to support airport operations and capital investment. A future consideration may be to memorialize elements of this into the Interlocal Agreement as further protection.

By early fall, the airport will launch an Airport Master Plan Update process. During that 18–24-month period, all stakeholders in the airport will be engaged in assessing its current use, evaluating opportunities moving into the future, and shaping a five-to-20-year layout for growth. This will allow the airport to have a reality based five-year capital improvement program that leverages federal, state, and local funds. The updated master plan will also identify further areas for non-aeronautical development where the airport can leverage its proximity to freight rail and the interstate to facilitate private investment while generating additional operating income through ground leases. We know the primary project in the current five-year window is the construction of a new hangar, funded through Congressionally Directed Spending appropriations championed by Congressman Jared Golden.

Clarity on financial status, an updated master plan, and a refined capital improvement plan will position the airport to draft and adopt a multi-year business plan that sets key benchmarks for progress that will hold the annual budgeting process to a higher standard of accountability and transparency.



City Council Order

IN CITY COUNCIL

ORDERED, that the City Council hereby modifies, pursuant to Article XII, the interlocal agreement that established the Auburn-Lewiston Municipal Airport as follows:

ARTICLE III - AIRPORT BOARD ORGANIZATIONAL STRUCTURE

Board of Directors

Section 1. Membership

The Board ~~will~~shall consist of ~~nine~~ five members. The Auburn City Manager and the Lewiston City Administrator shall each designate two staff members from their respective cities based on experience in transportation, public works, finance, or economic development~~The Finance Director of Lewiston and the City Manager of the City of Auburn or their designated representatives will be members of the Board by virtue of their respective offices. ——— A third member of the Board shall be a Councilor of the City of Lewiston and shall be nominated by the Mayor and confirmed by the Lewiston City Council at their first regular meeting. A fourth member of the Board shall be a Councilor of the City of Auburn and shall be nominated by the Mayor and confirmed by the Auburn City Council at their first regular meeting. A fifth member of the Board will be a resident of the City of Auburn and will be appointed by the Auburn City Council. The sixth member of the Board will be a resident of the City of Lewiston and will be appointed by the Lewiston City Council. The seventh member of the Board shall be nominated by the Chamber of Commerce and will be elected by the above six members. The seventh member shall be a resident of Auburn or Lewiston, but will not hold any public municipal office or be a member of any municipal board or committee. After the first election of the seventh member, that member thereafter will be a resident of the alternate city of the previous seventh member. If the eight are unable to agree upon the naming of a seventh member to the Board, any Justice of the Superior Court or Supreme Judicial Court will, on petition of any five members, select the seventh member of the Board.~~

The ~~fifth~~ eighth member of the board shall be the Executive Director of an employee representative of the Androscoggin Valley Council of Governments or their designee. ~~The ninth member would be a employee representative of the Lewiston Auburn Economic Growth Council. In the event the Lewiston Finance Director or the Auburn City Manager shall die, become incapacitated, resign or is discharged from said offices, their respective City Council shall appoint a member to the Board and such member shall serve only until the respective offices are filled. In the event the~~ Executive Director~~employee representative of~~

Richard Whiting, Ward One
Joseph Morin, Ward Four
Belinda A. Gerry, At Large

Ryan Hawes, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Dana Staples, At Large
Phillip L. Crowell, Jr., City Manager



City Council Order

~~the Androscoggin Valley Council of Governments or the Employee representative of the Lewiston Auburn Economic Growth Council shall die, become incapacitated, resign or is discharged from said offices, their respective agency director vacates the position without naming a representative to serve the AVCOG Board Chair shall appoint a member to the Board and such member shall serve only until the respective offices is are filled.~~

~~The third and fourth members of the Board shall only serve while a Councilor of the City of Lewiston and a Councilor of the City of Auburn, respectfully. In the event that either of said additional members and the fifth, sixth or seventh members shall cease to be residents of their respective Cities or should die, become incapacitated, resign from the Board or are discharged from membership, a successor shall be appointed in the same manner as indicated above to serve out the remainder of his term.~~

~~By a majority vote of four *five* members, formal written notice may be given by the Board to the appointing authority of any member of the Board requesting the removal of said member. ——— The decision of the appointing authority shall be binding.~~

Members of the Board will serve without compensation other than the compensation from the entity they represent but may be reimbursed for their actual expenses incurred in the performance of their duties upon approval of the Board.

Section 2. Terms of Office (After Initial Appointments)

~~Auburn Staff – By virtue of the appointment~~
Auburn Staff – By virtue of the appointment

~~Auburn Staff – By virtue of the appointment~~

~~Lewiston Staff – By virtue of the appointment~~
Lewiston Staff – By virtue of the appointment

~~Lewiston Staff – By virtue of the appointment~~

~~AVCOG Executive Director - By virtue of the position~~
AVCOG Executive Director - By virtue of the position

~~Lewiston Finance Director – By virtue of the office.~~

~~Auburn City Manager – By virtue of the office.~~

~~Lewiston Councilor – While a Councilor of the City of Lewiston. Auburn Councilor – While a Councilor of the City of Auburn.~~

~~Fifth Member (Auburn Resident) – Three-year term. Sixth Member (Lewiston Resident) – Three-year term.~~

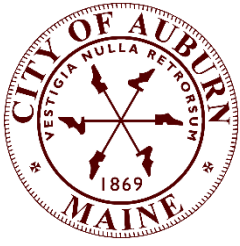
~~Seventh Member (Alternating Resident) – Three-year term.~~

~~Eighth Member (AVCOG) – By virtue of position Ninth Member (LAEGC) – By virtue of position~~

Richard Whiting, Ward One
Joseph Morin, Ward Four
Belinda A. Gerry, At Large

Ryan Hawes, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Dana Staples, At Large
Phillip L. Crowell, Jr., City Manager



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: June 5, 2023

Author: Glen E. Holmes, Director of Business & Community Development

Subject: TIF Informational Presentation

Information:

Each year the Business & Community Development Department presents the City Council with an overview of Tax Increment Financing (TIF) policies and portfolio update.

City Budgetary Impacts: None

Staff Recommended Action: None

Previous Meetings and History: None

City Manager Comments:

Phillip Crowell Jr.

I concur with the recommendation. Signature:

Attachments: TIF Slide Show Presentaiton

Tax Increment Financing

Planning Today for a Prosperous Tomorrow

Glen E. Holmes, Director of Business & Community Development



TIF Basics

Tax Increment Finance (TIF) is a mechanism for capturing the future tax benefits of real estate improvements, in order to incentivize development and pay for the cost of municipal infrastructure and improvements.

Two types: Affordable Housing – Approved by Maine State Housing Authority (MSHA)
 Municipal– Approved by Maine Department of Economic & Community Development (DECD)

- Large-scale redevelopment of blighted or under-utilized districts
- Provide Economic Development opportunities and/or Job Creation programs
- Promote Mixed-Use Developments & Incentivize Public-Private Partnerships
- Incentivize Affordable Housing Development
- Funding Brownfield/Blight Remediation and/or Neighborhood Revitalization Efforts
- Long-term financing of infrastructure improvements such as:
 - Public Facilities
 - Utilities
 - Transportation
 - Environmental Remediation

Key Terms

- **TIF District** - Municipality created geographic area
- **Original Assessed Value** (OAV) - Current taxable value “frozen” before development
- **Increased Assessed Value** (IAV) – New taxes generated by development
- **Captured Assessed Value** (CAV) - % of taxes from IAV that is sheltered
- **Total Tax Shift** - Savings from sheltered CAV over term of TIF
- **TIF District Revenue** (TDR) - Taxes from CAV to fund Development Program
- **Development Program** – Approved plan & budget for TIF District Revenues
- **Credit Enhancement Agreement** (CEA) – Reimbursement of TDR to Developer
- **Omnibus TIF** – Larger scale, Multi-faceted incentives not totally defined at creation

Policy & Procedures

City TIF Districts are managed by the **Finance Department** and **Business & Community Development Department** and follows a prescriptive policy and application process.

1. Interested businesses and/or developers complete a TIF application Package.
2. Business & Community Development staff review applications and prepare TIF packages.
3. Complete proposals are posted publicly for 10 days prior to a Public Hearing.
4. After Public Hearing, the City Council reviews and may vote to approve TIF District.
5. If the City Council approves the TIF it is sent to the proper state authority for approval.
 - Affordable Housing TIFs are approved by Maine State Housing Authority (MSHA)
 - Municipal TIFs are approved by Maine Department of Economic & Community Development (DECD)
6. If approved, city staff monitors the project for compliance for the term of the TIF.

Example

TIF #23 Schooner Memory Care – Construct 66 mixed-income assisted living units at 196 Stetson Rd

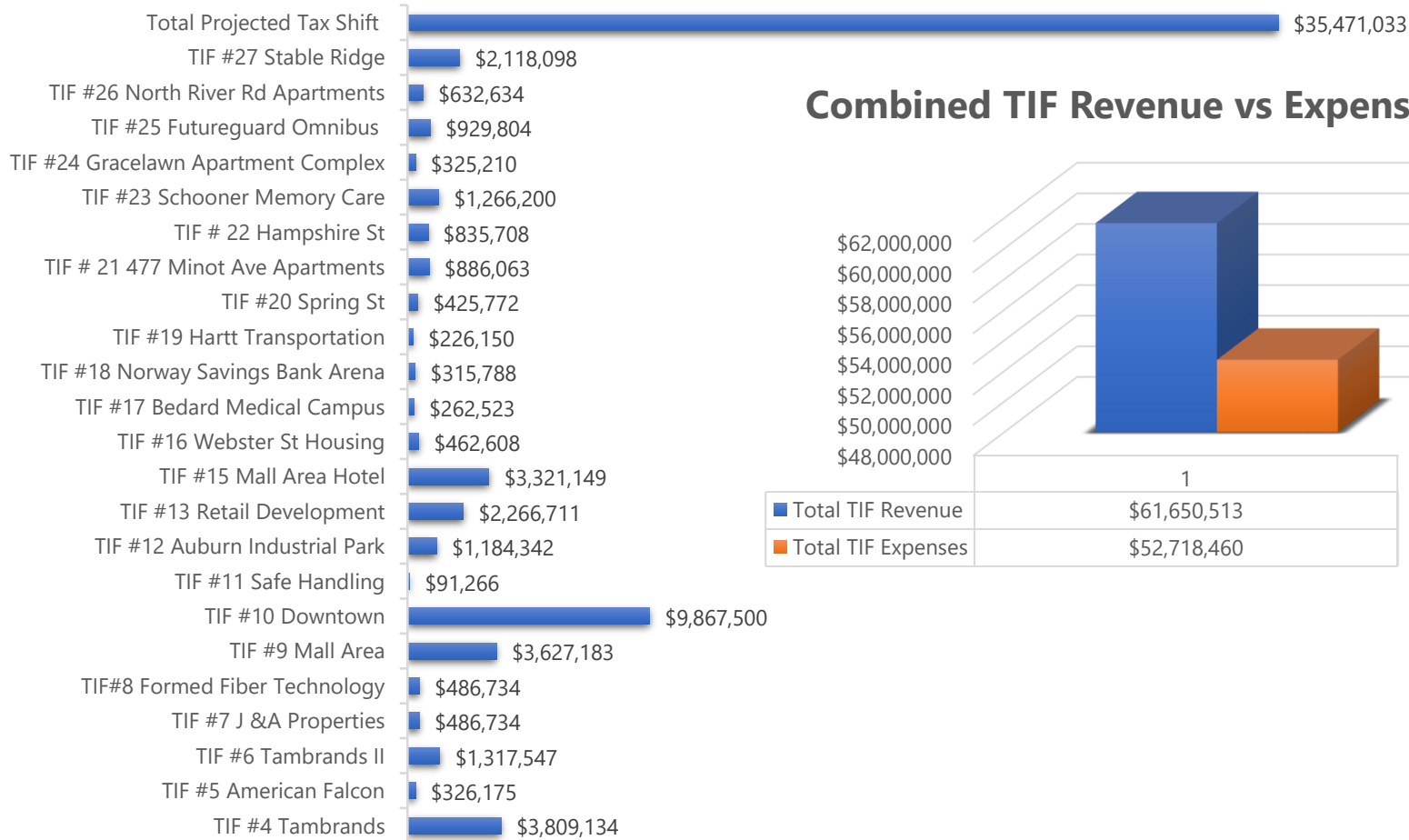
Original Assessed Value (OAV)	\$327,100		Development Program Budget	
New Investment	\$17,000,000		Max CEA = 35% CAV or	\$625,511
Amount of IAV Captured	58.5%		Admin Cost	\$40,600
Captured Assessed Value (CAV)	\$4,979,930		Road Improvements	\$1,203,500
Total Projected Revenue	\$1,787,180		Total Project Expense	\$1,869,611

TIF Cashflow to Date	
TIF Age	4 of 20 years
Revenue	\$350,355
Admin	\$1,733
CEA	\$101,872
Debt Service Payments for Road Improvements	\$275,232

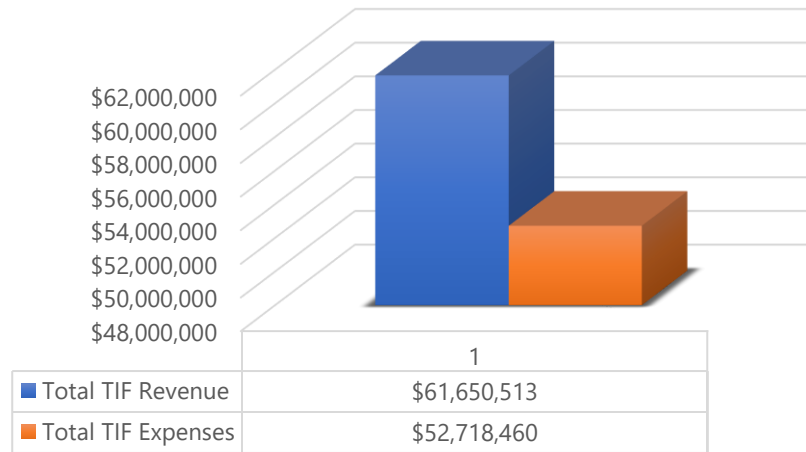
Community Benefit	
New Assisted living units	66
New FTE jobs created	56

Current TIF Data

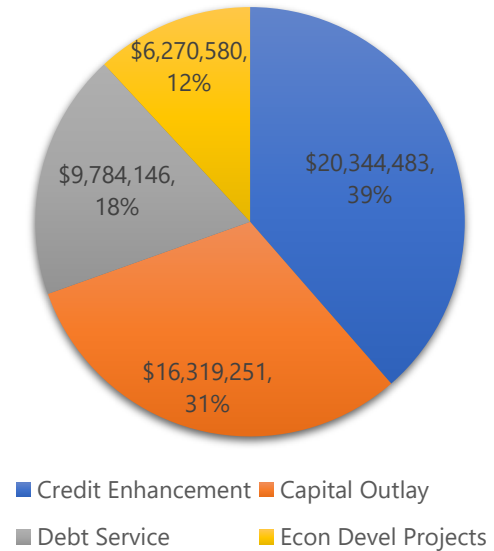
Total Projected Tax Shift



Combined TIF Revenue vs Expenses



TIF Expenses by Category



Statutory Limitations

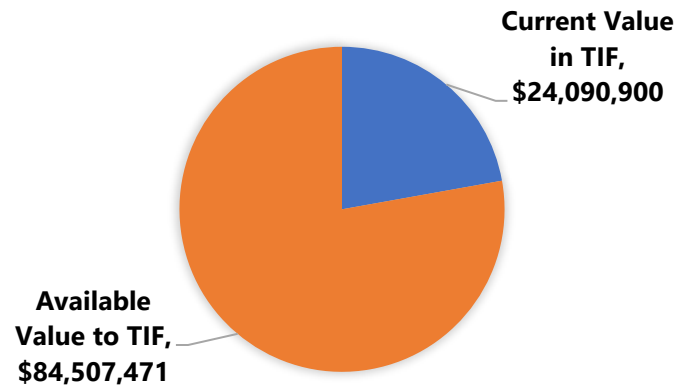
The city is must comply with Acreage and Valuation Caps as established by state statute.

- Each proposed TIF cannot exceed 2% of the total **acreage** of the city.
- The total amount of all current & proposed TIFs cannot exceed 5% of the total **acreage** of the city.
 - Exclusions from this calculation include:
 - Existing/proposed Downtown TIF Districts
 - Transit-Orientated Development TIF Districts
 - Community Wind Power TIF Districts
 - Pinetree Development Zones approved prior to Jan.1, 2009
- Total amount of all current and proposed TIFs cannot exceed 5% of the total **municipal valuation**.
 - Exclusions from this calculation include:
 - Affordable Housing Development Districts
 - Existing/proposed Downtown TIF Districts
 - Transit-Orientated Development TIF Districts
 - Community Wind Power TIF Districts
 - Pinetree Development Zones approved prior to Jan.1, 2009
 - Single Taxpayer/High Valuation TIF Districts

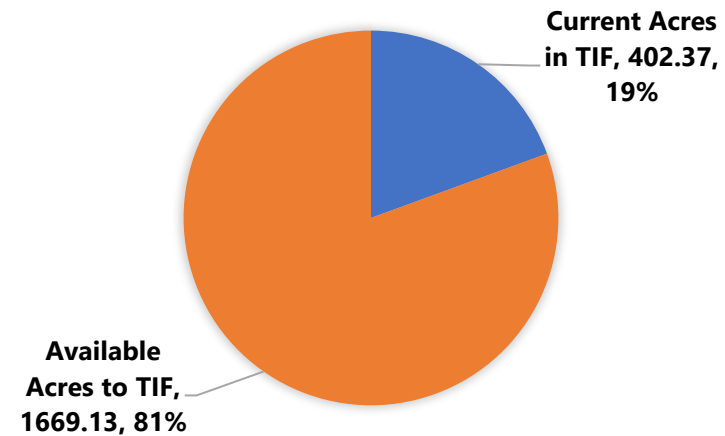
Future TIF Capacity

Based on current active TIF Districts the City of Auburn has the available capacity for new TIFs. As existing TIFs expire or are modified, or the total valuation of the city increases, these values will change.

TOTAL ORIGINAL ASSESSED VALUE (OAV) ALLOWABLE



TOTAL ACRES ALLOWABLE TO TIF



Risks and Common Criticism

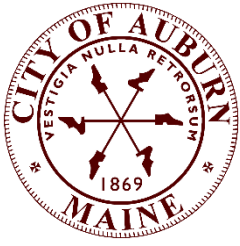
Common Risks:

- Development projections do not meet budget expectations
 - Potential development/investments do not materialize
 - Assessed value of projects is less than projected
 - Reduced MIL rate lowers TIF revenues
- Developer underperforms or project is under capitalized
- Projects and agreements are not adequately monitored to ensure public benefit
- No community support

Common Criticisms:

- Taxpayers subsidizing private development through credit enhancement agreements
- TIF expenses by-pass public budget process

Q & A



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: June 5, 2023

Author: Glen E. Holmes, Director of Business & Community Development

Subject: Third Place Grant Program

Information:

The City of Auburn is seeking funds from the American Rescue Plan Act (ARPA) to support the establishment of a Third Place Grant Program to incentivize the creation of new, privately owned locations or privately organized regular events utilizing public space, which are distinct from work and home, where residents can gather. These spaces can have various forms and business models but are characterized by spaces which promote community gathering, developing new relationships, and hosting community building activities and programming.

City Budgetary Impacts:

This program will not impact the Cities Budget as The Office of Business & Community Development is seeking \$100,000 in ARPA funds to administer the program.

Staff Recommended Action:

Discussion and feedback.

Previous Meetings and History:

None

City Manager Comments:

I concur with the recommendation. Signature:

Attachments:

The Third Space Grant Program Overview



City of Auburn, Maine

Business & Community Development

Glen Holmes, Director

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

The Third Space Development Program

Purpose

The purpose of the Third Space Development program (TSDP) is to incentivize the creation of new, privately owned locations or privately organized regular events utilizing public space, which are distinct from work and home, where residents can gather. These spaces can have various forms and business models but are characterized by open spaces which promote community gathering, developing new relationships, and hosting community building activities and programming. These spaces have the intention of creating genuine and lasting relationships between community members by providing equalizing and accessible location to socialize. This initiative aligns with goals established within the city's Comprehensive Plan which aims to "attract and retain a wide range of small and medium size businesses in the Auburn and New Auburn Downtowns that promote and enhance a vibrant urban " (Objective I.1) and which "Maintain Auburn's role as a regional economic center with a diverse economic base and support continued strong economic growth that provides diverse opportunities for appropriate business growth and opportunities" (Goal I.2).

Funding

The City of Auburn may allocate \$100,000 from the City ARPA funds for this program to provide funds to qualified applicants. Maximum assistance is \$50,000 per operation for approved expenses. Fund requests will provide a detailed budget and explain how this funding will provide a net increase in social interaction and community building. Funds will be made available as a deferred-payment, 12-month loan. If all conditions are met, the funds will be converted to a grant.

Eligibility

New, start-up Auburn based non-profit or business which will be located within the Downtown, New Auburn or Union St census tracts. These include qualified for-profit or non-profit C-corps, S-corps, partnerships, or sole proprietors. The funds may be used to acquire or upgrade facilities, equipment, purchase supplies, or expand labor as necessary to open a new publicly accessible congregate space including but not limited to restaurants, cafes, activity centers, recreation space etc. which are open to the general public.

Post closing conditions will be reviewed 12 months after closing. If all conditions are met the loan will be converted to a grant. Conditions include copy of 2023 tax returns and evidence of on-going operation.

In order to be eligible to receive funds, all property taxes, real and personal, owed on the property that is the subject of the application must be current at the time the application is made. Any property on which there is past due balance for such taxes will be removed from consideration.

Sources and Uses	Unit Price	Quantity	<u>Budget</u>
City ARPA Funds =			\$102,000
Total Uses=			\$102,000
Program Administration (1 year)			\$2,000
Forgivable loans	\$50,000	<i>Approx. 2</i>	\$100,000

Application

Applicants will apply through the city Community Development Application portal and will provide all necessary documentation.

<https://portal.neighborlysoftware.com/auburnme/participant>

Select “Community Development Grant”. Select “Service Provider Grant” under section A4 and Name the Project “Third Space Program” under section B1. Applications will be collected until July 1st, at which time only completed application packages will be reviewed. Failure to provide all needed information will result in applications being denied. The city of Auburn reserves the right to reject any application. Qualified applications will be accepted during the application period, at the end of which all completed submissions will be evaluated against a pre-established review matrix. The top scoring applications will be funded until all funds are completed, or there are no more qualified applicants.

The City of Auburn is committed to accessibility for all applicants. For questions or accommodations completing applications contact the Community Development Office at (207) 333-6601 ex.1332 or emailing CDBG@auburnmaine.gov. Arrangements will be made for non-English-speaking persons and persons with special needs for mobility, hearing and visual impairments, homebound or those needing assistance with technology and/or access.

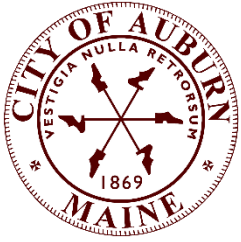
Applications must include the following:

- Detailed description of the market population and current mix of offerings
- Detailed plan to expand or create new space or offerings
- Approach to improve quality of service & education/marketing of new offerings

- Detailed traffic or sales projections
- Job descriptions of any new staff to be hired with grant funds
- Existing infrastructure and matching funds leveraged to meet stated goals
- Summary of data tracking and financial systems used to manage funds
- A detailed budget including all requested and matching funds with supporting documentation
- Narrative describing how the expansion meets the objectives within the city comprehensive plan.

Management and Oversight

- Written Agreement: The city will enter into a written agreement with the selected businesses describing the amounts and uses of funds.
- A commitment letter and promissory Note will be executed in the amount awarded. In the event the business does not meet the conditions detailed within the agreement the funds will be repaid to the city.



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: June 5, 2023

Author: John Blais

Subject: Acceptance of realignment of Miller Street as a city street, provide easements to Auburn Sewer & Water District and JCS 18, LLC related to the development of 186 Main Street.

Information: City Staff are requesting the city accept realignment of Miller Street as a City Street, provide permanent easements to Auburn Sewer & Water District, JCS 18, LLC and Turson LLC.

The street has been designed to be realigned for, 197.99'± in length and has been designed to the standards as required by City of Auburn Ordinances, Chapter 46, Article V – Design and Construction Standards. Miller Street is laid out and dedicated for public use on the following plans (Sheets 1-10 by Sebago Technics) to be approved by the Auburn Planning Board on June 6, 2023. This alignment is to accommodate the full development of 186 Main Street (PID 231-020). Which includes a new five (5) story mixed-use building that will be made up of four (4) floors of 18 units of market rate multi-family housing and 1,118 SF of retail/commercial space and one (1) floor with a 118-seat restaurant/brewery space.

Other associated tasks include providing discontinuance a section of Miller Street and providing a temporary easement for 2 years to JCS 18, LLC.

City Budgetary Impacts: None

Staff Recommended Action: Discuss today and then schedule to move the request through public notice, and city council approval to accept the realignment of Miller Street upon approval by City of Auburn Planning Board.

Previous Meetings and History: N/A

City Manager Comments:

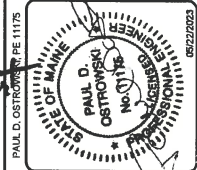
I concur with the recommendation. Signature:

Attachments: Easement Plan by Sebago Technics, 05/22/23
Location Map



LINE	DIRECTION	DISTANCE
EL1	N 31°35'33" E	20.23'
EL2	N 38°59'07" E	10.54'
EL3	S 31°35'33" W	1.82'

- Temporary Work space (JCS 18, LLC)
- Permanent Road Re-Alignment (Miller St.)
- Rights of Use Maintenance & Access Easement (JCS 18, LLC)
- Sewer Easement (ASWD)
- Rights of USE & Access Easement (Turson LLC)



REV.	DATE	STATUS
E	05/22/2023	REVISED EASEMENT PLAN
D	05/18/2023	REVISED & RESUBMITTED PER CITY OF AUBURN COMMENTS
C	05/05/2023	ISSUED TO CITY OF AUBURN FOR SITE PLAN SUBMISSION
B	01/27/2023	REVISED PER CLIENT AND CITY OF AUBURN COMMENTS
A	01/09/2023	ISSUED FOR TRAFFIC MOVEMENT PERMIT

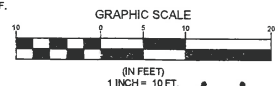
REV. BY: DATE: STATUS:
 THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNICS, INC.

SEBAGO
 TECHNICALS
 WWW.SEBAGOTECHNICALS.COM
 75 John Roberts Rd.
 Suite 4A
 South Portland, ME 04106
 Tel: 207-509-2100

RECORD OWNER:
 CITY OF AUBURN
 60 COURT STREET
 AUBURN, ME 04210

EASEMENT PLAN
 OF:
 186 MAIN STREET
 186 MAIN STREET
 AUBURN, MAINE 04210
 FOR:
 JCS 18, LLC
 20 MECHANIC STREET
 GORHAM, MAINE 04038

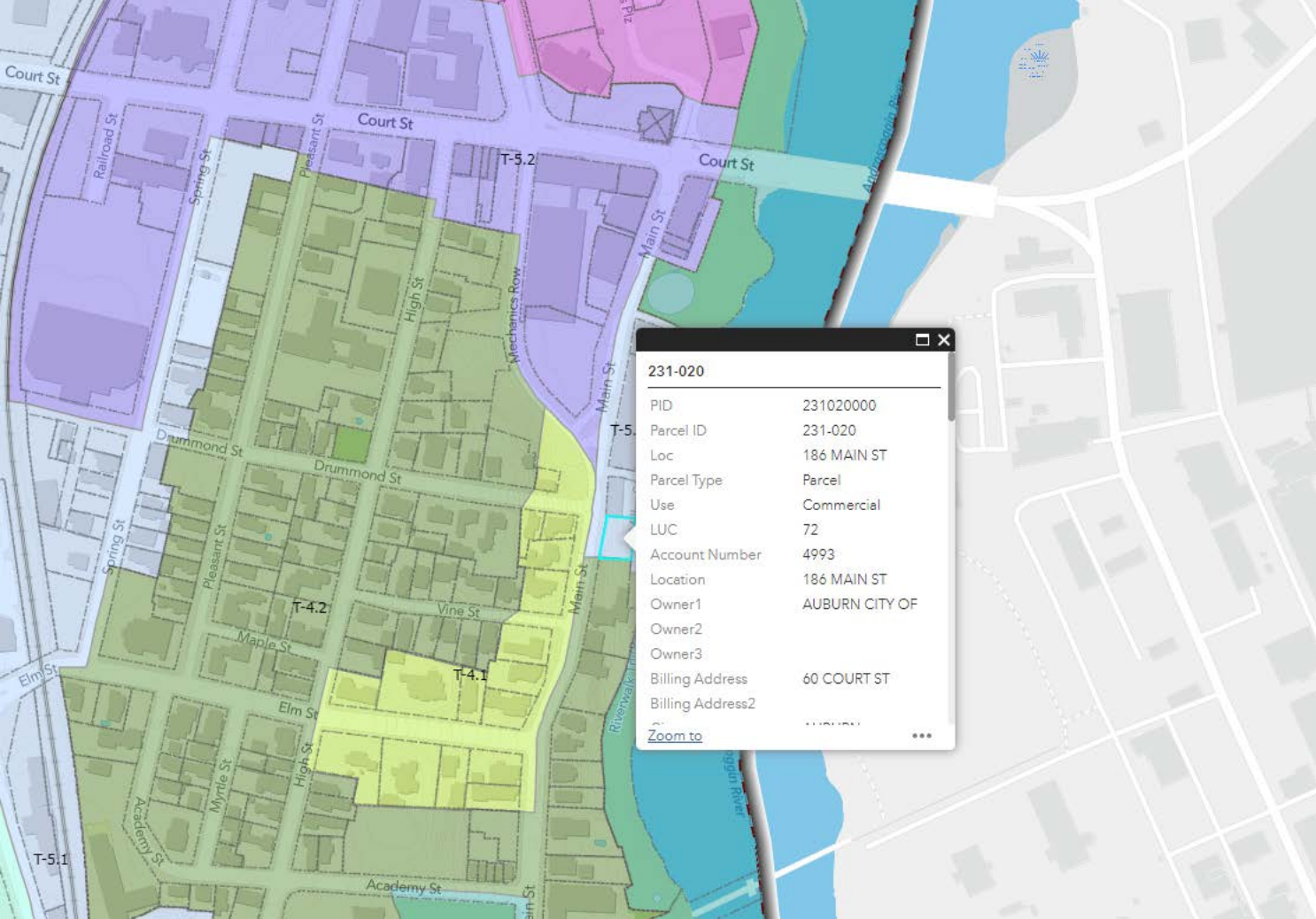
DESIGNED	TFG
DRAWN	ABB
CHECKED	PDO
DATE	05/05/2023
SCALE	1" = 10'
PROJECT	220503-01



updated 5/22/23
 JAB

F:\Projects\220503\220503\DWG\220503 EASEMENT PLAN.dwg - 5/22/2023 9:34 AM - TANNER F. GOODINE

220503 EASEMENT PLAN.dwg, TAB 6 EASEMENT PLAN



231-020

PID	231020000
Parcel ID	231-020
Loc	186 MAIN ST
Parcel Type	Parcel
Use	Commercial
LUC	72
Account Number	4993
Location	186 MAIN ST
Owner1	AUBURN CITY OF
Owner2	
Owner3	
Billing Address	60 COURT ST
Billing Address2	

[Zoom to](#) ⋮



**City of Auburn
City Council Information Sheet**

Council Workshop Date: June, 5, 2023

Author: Jay Brenchick, Director of Economic Development

Subject: Sale of City-Owned Properties

Information: The City of Auburn Economic Development Department seeks approval for the City Manager to execute the sale of city-owned properties through Bill Bergeron with Fontaine Family Realty.

City Budgetary Impacts: None

Staff Recommended Action: Approve the order as presented.

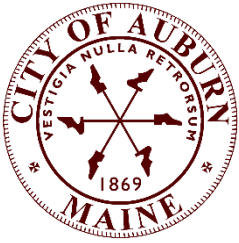
Previous Meetings and History: None

City Manager Comments:

Phillip Crowell Jr.

I concur with the recommendation. Signature:

Attachments: List of properties



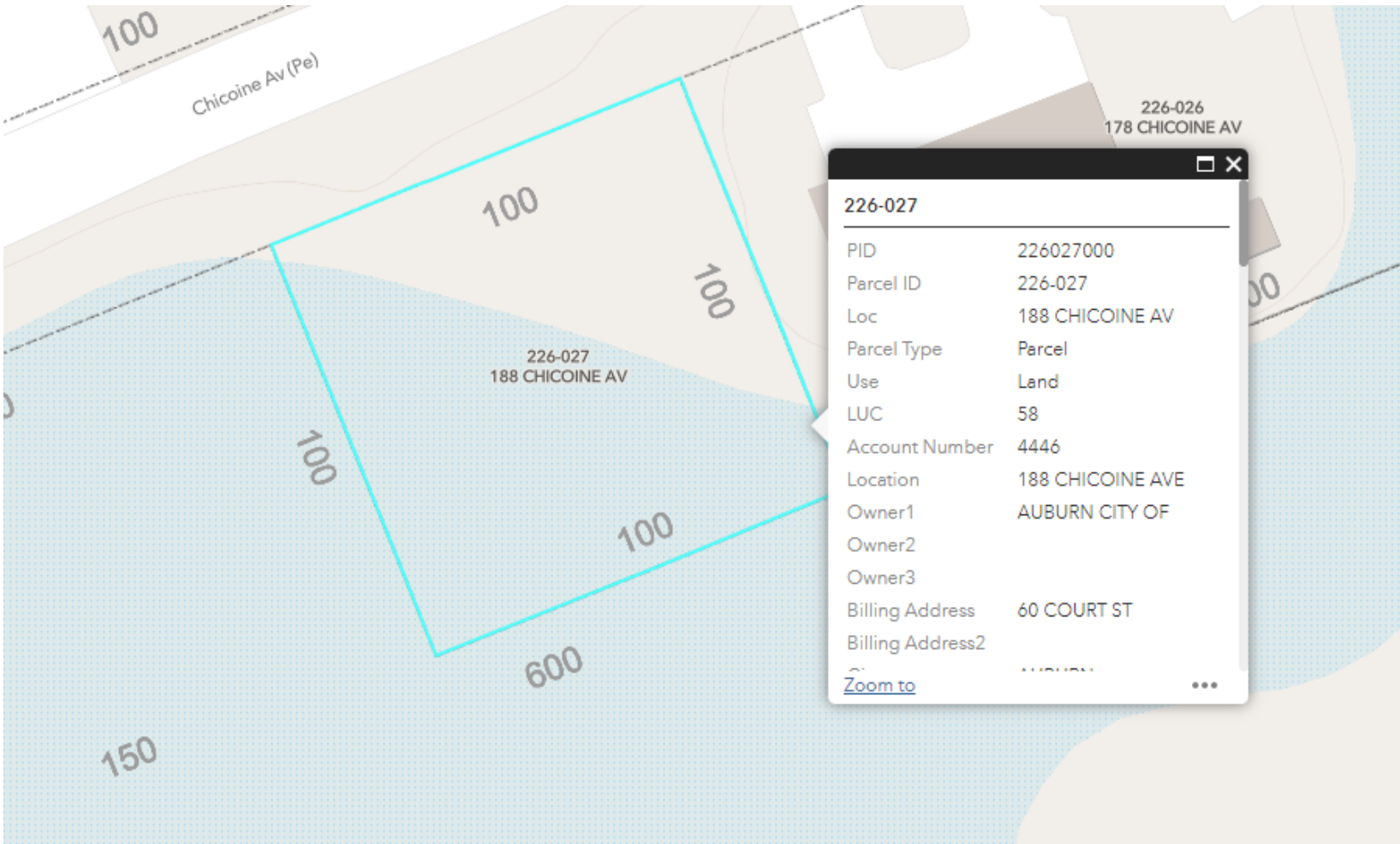
City of Auburn
Proposed Sale of City-Owned Properties
City Council Meeting June 5, 2023

Jay Brenchick, Director of Economic Development

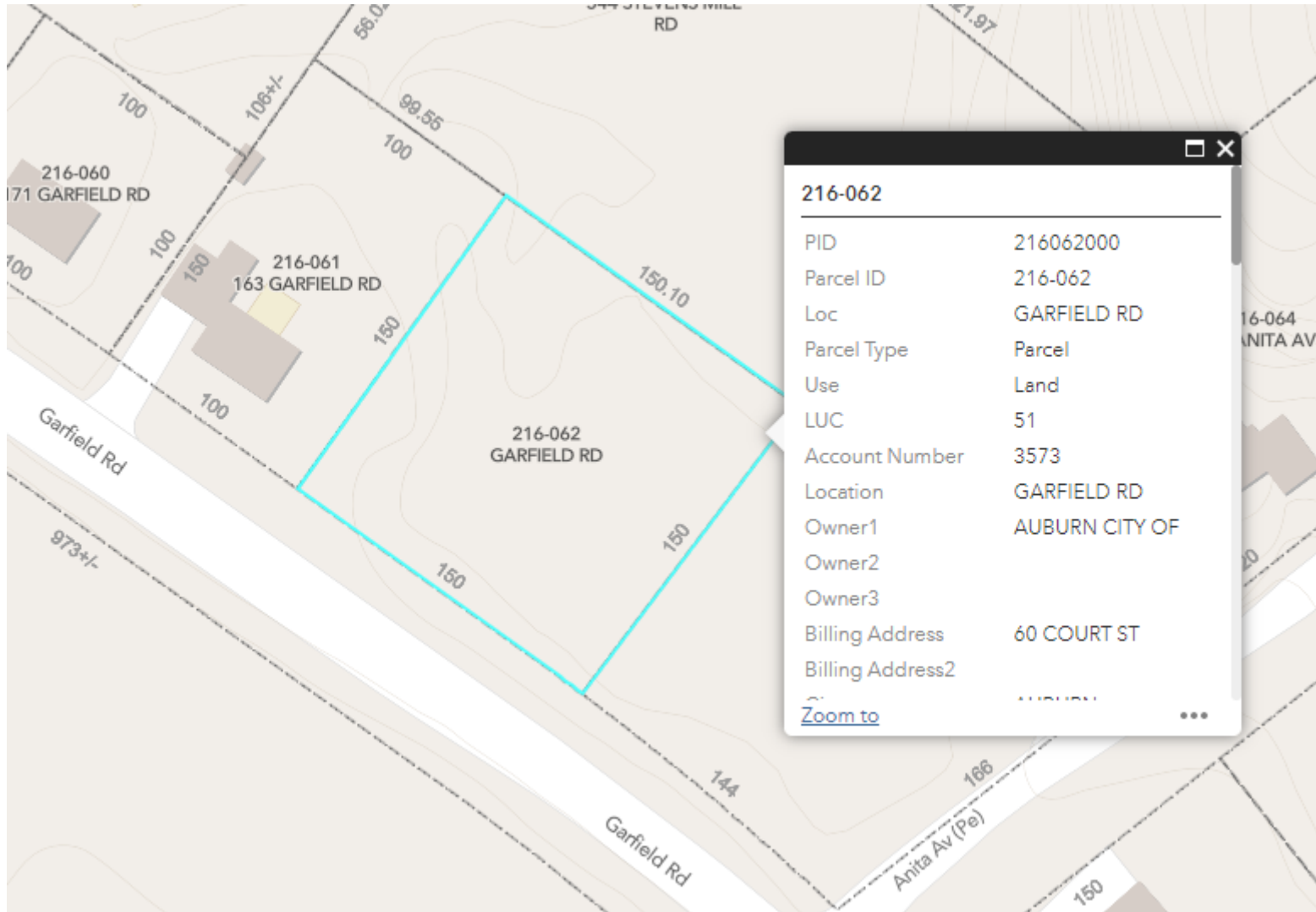
Subject: The City of Auburn Economic Development Department seeks approval for the City Manager to execute the sale of city-owned properties below through Bill Bergeron with Fontaine Family Realty.

Address	Description
188 Chicoine Avenue	Parcel ID: 226-027
Garfield Road	Parcel ID: 216-062
126 Goff Street	Parcel ID: 250-382
140 Northern Avenue	Parcel ID: 271-080-011
Smith Street	Parcel ID: 198-063
South Witham Road	Parcel ID: 161-009
Union Street	Parcel ID: 240-169
18 Western Prom	Parcel ID: 250-383
59 Willard Road	Parcel ID: 266-045
192 Winter Street	Parcel ID: 260-022
86 Western Ave	Parcel ID: 230-026

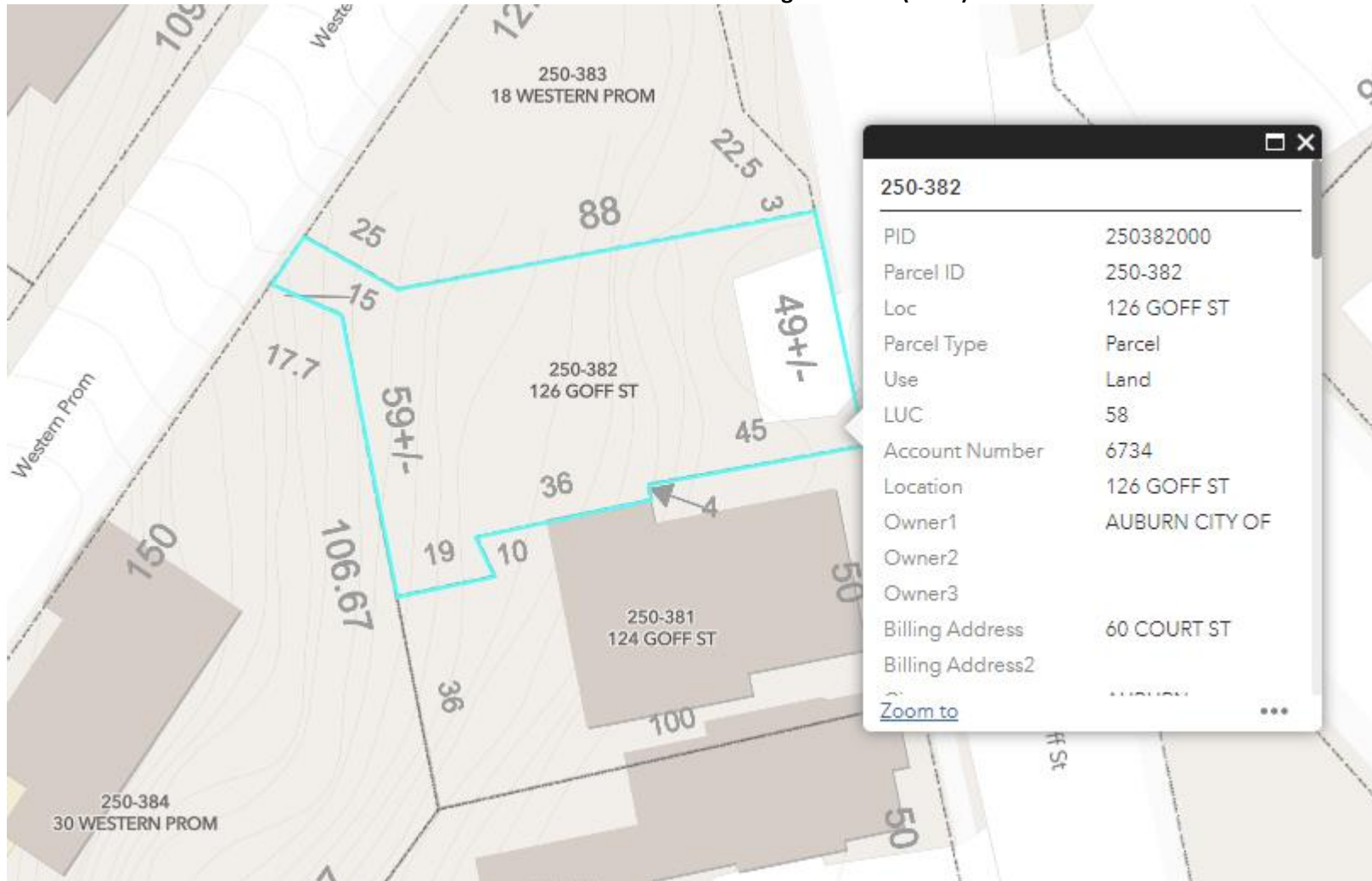
188 Chicoine Ave.
.23 +/- acres
Zoned: Urban Residential



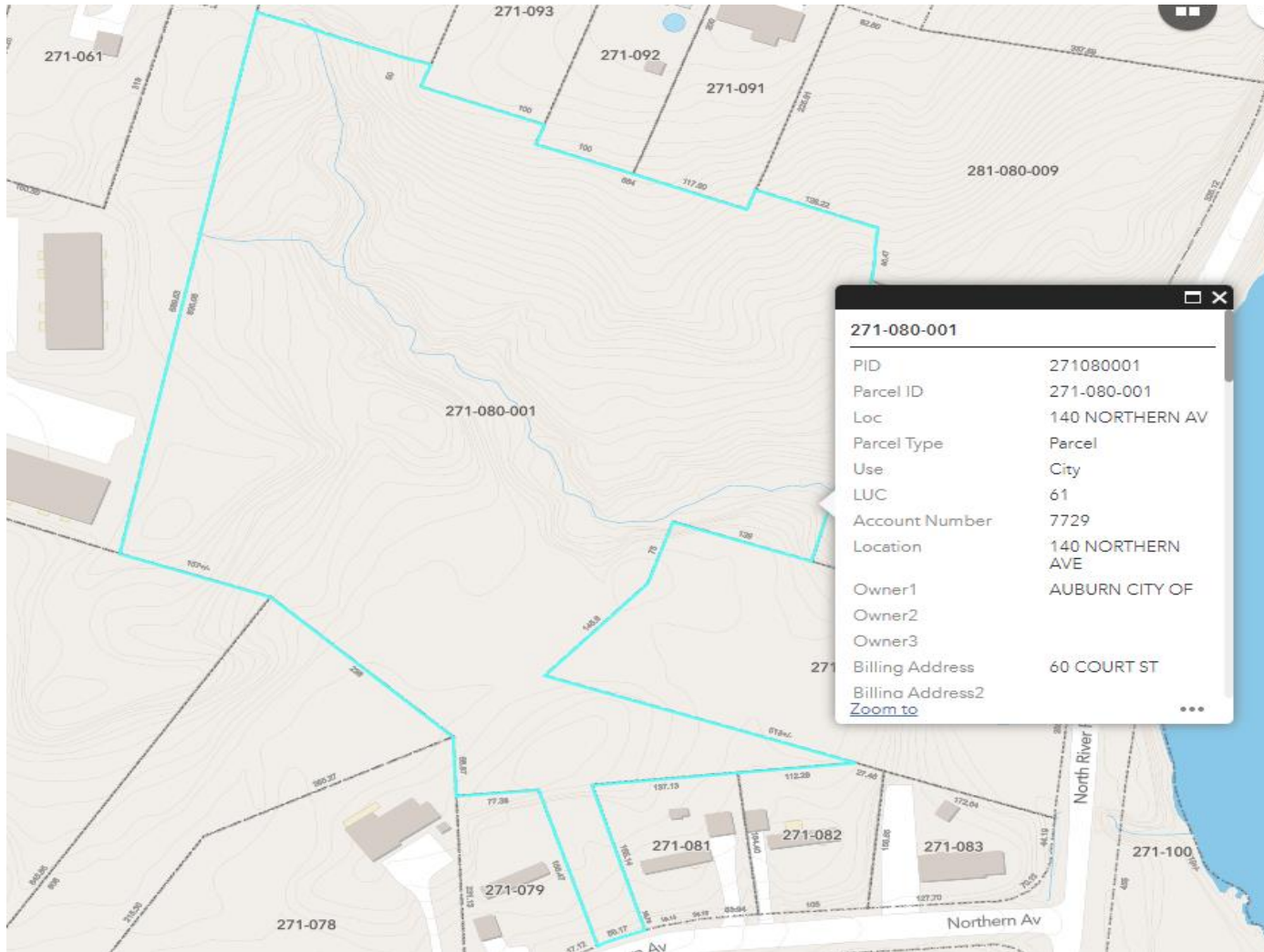
Garfield Rd
.52 Acres +/-
Zoned: Suburban Residential



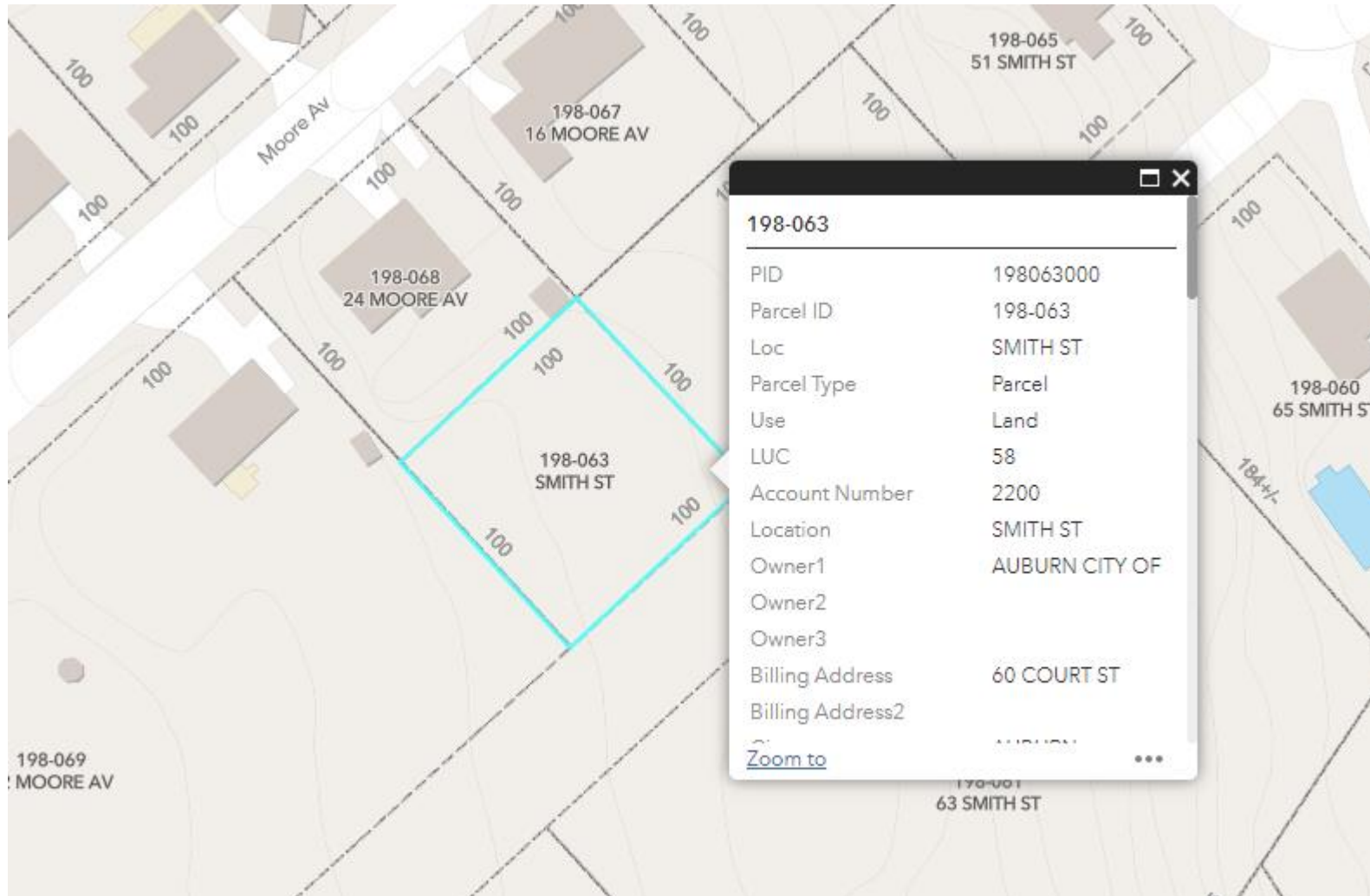
126 Goff Street
.15 Acres +/-
Zoned: Traditional Downtown Neighborhood (T-4.2)



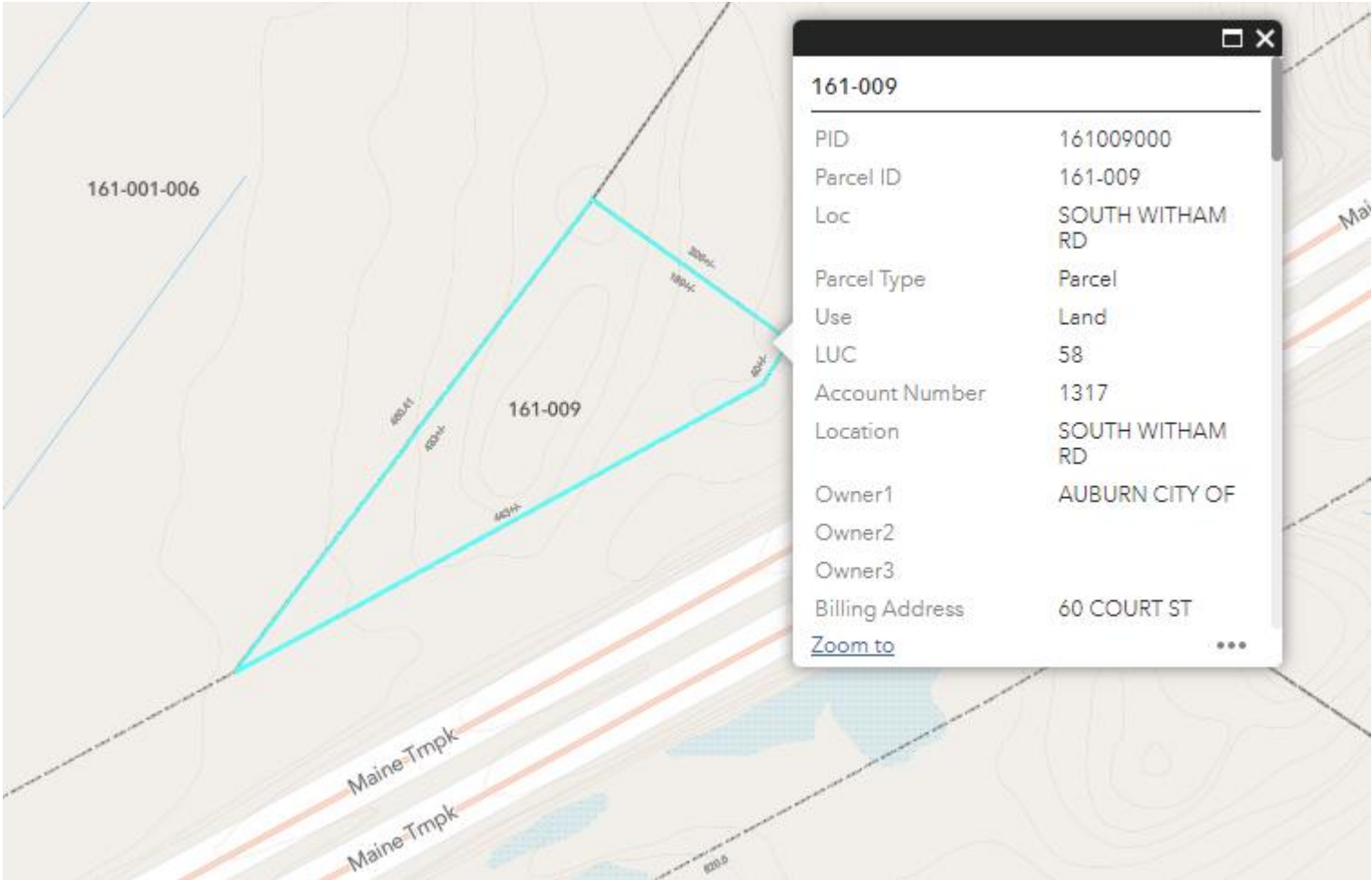
140 Northern Avenue
9.21 Acres +/-
Zoned: Multi-Family Suburban



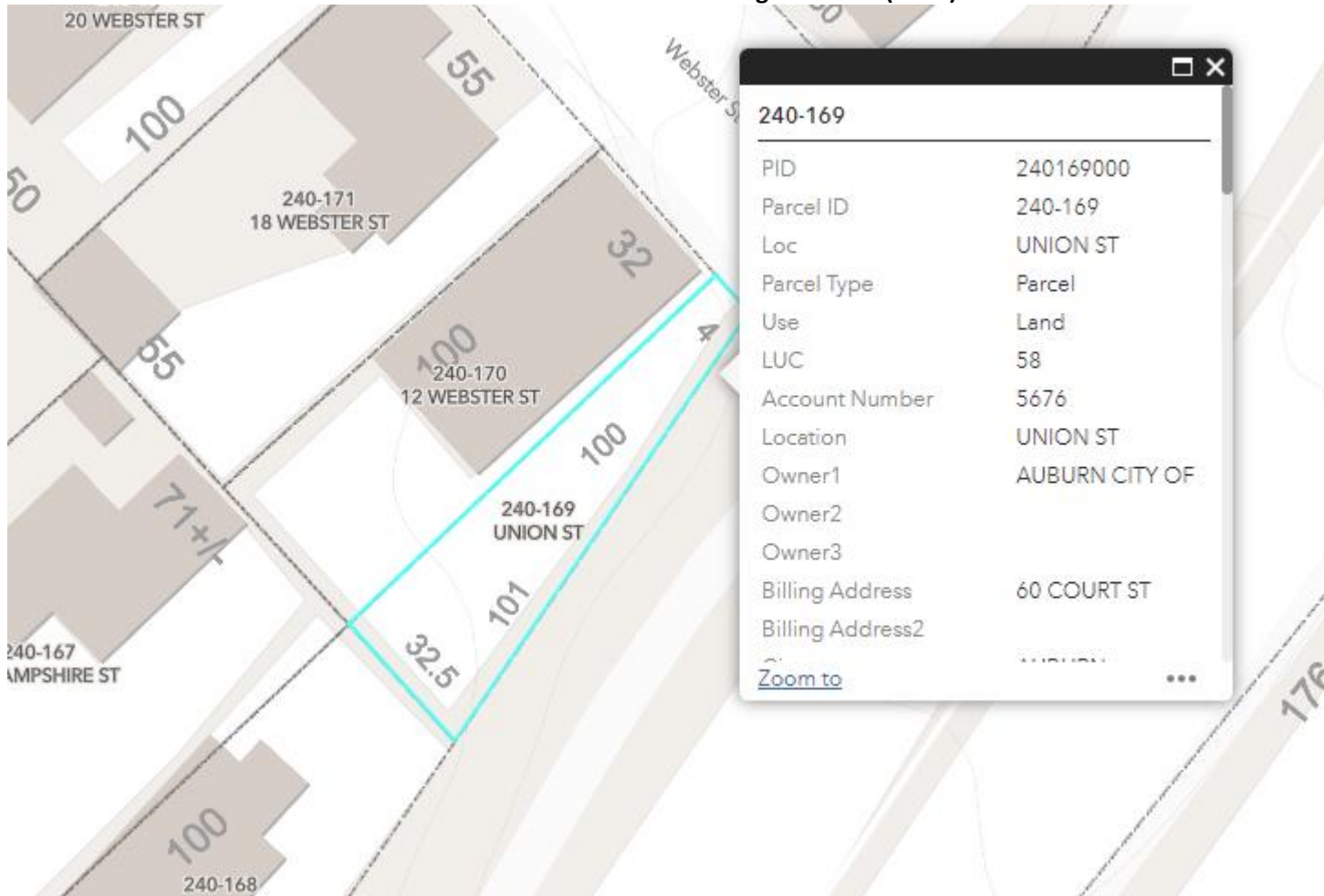
Smith Street
.23 Acres +/-
Zoned: Suburban Residential



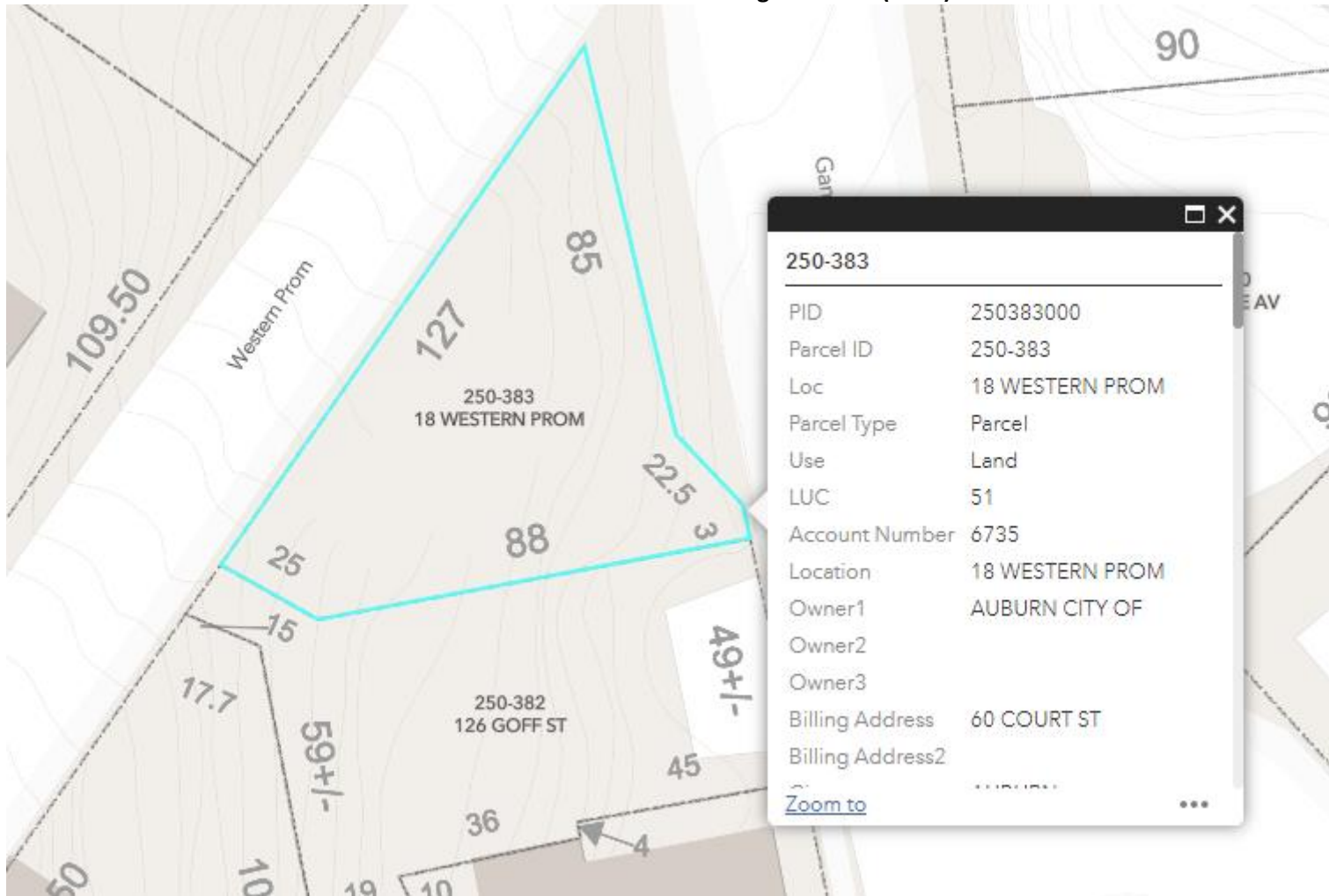
South Witham Road
1.06 Acres +/-
Zoned: Low Density Country Residential



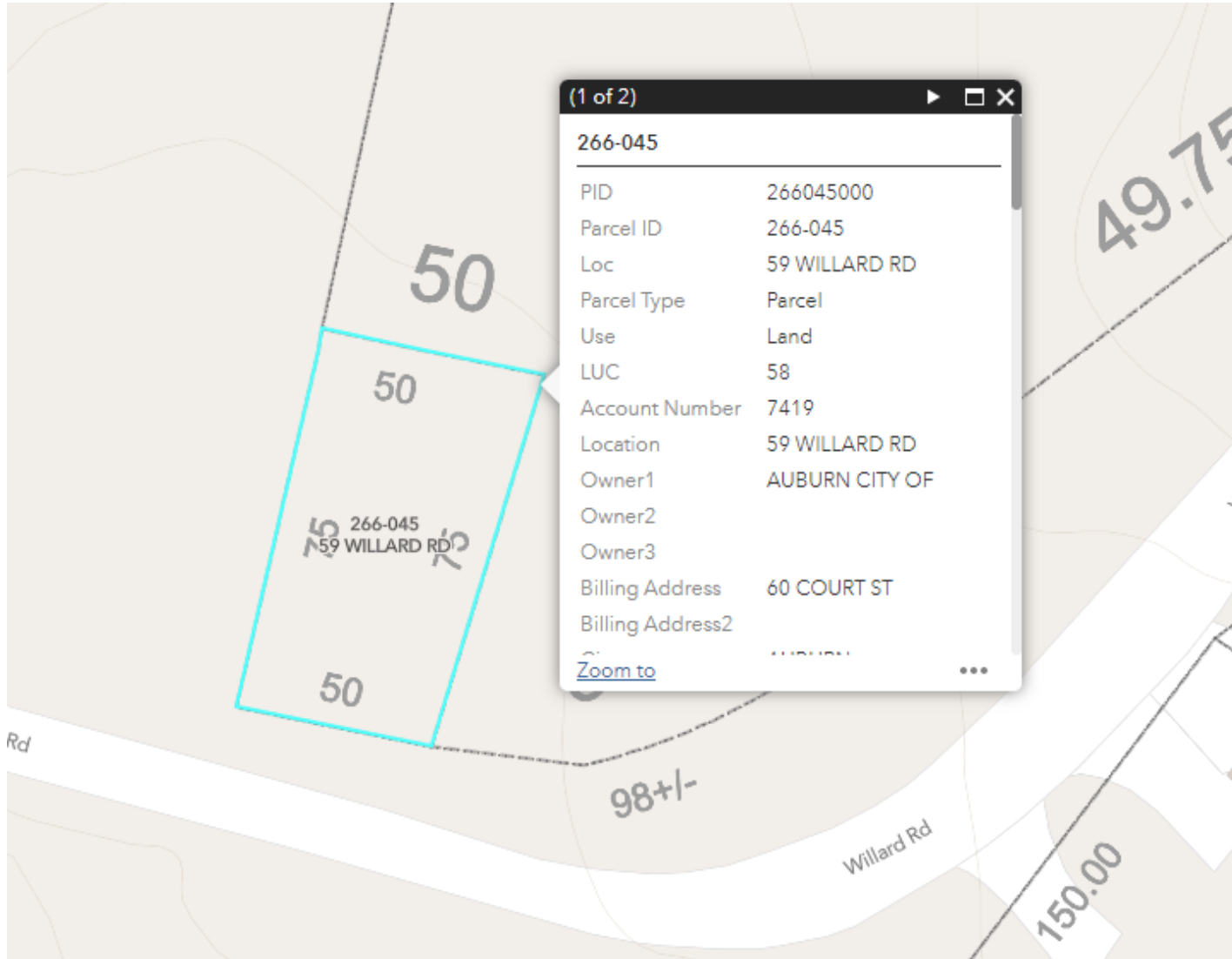
Union Street
.02 Acres +/-
Zoned: Traditional Downtown Neighborhood (T-4.2)



**18 Western Prom
.12 Acres +/-
Zoned: Traditional Downtown Neighborhood (T-4.2)**



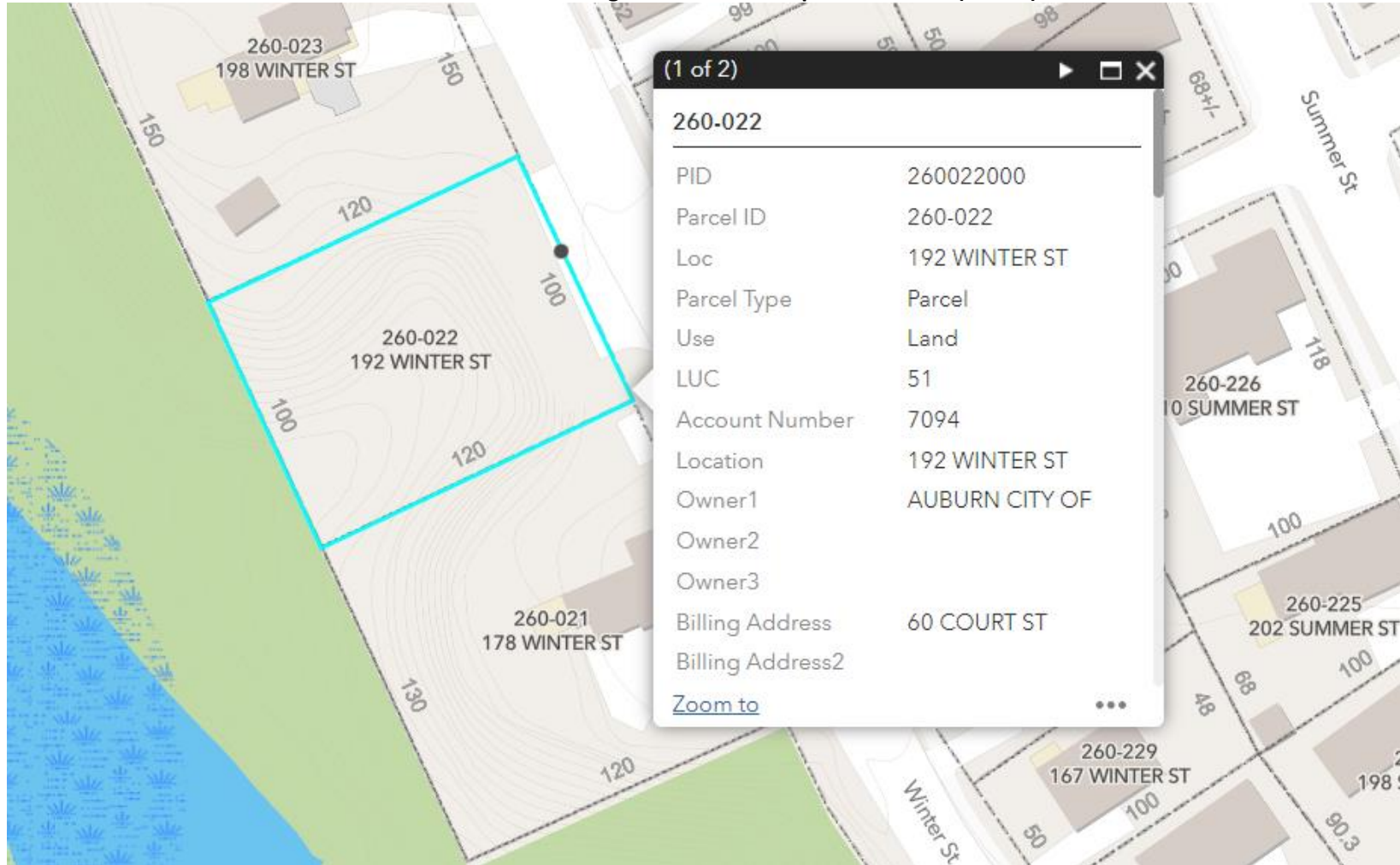
Willard Road
.09 Acres +/-
Zoned: Rural Residential



192 Winter Street

.28 Acres +/-

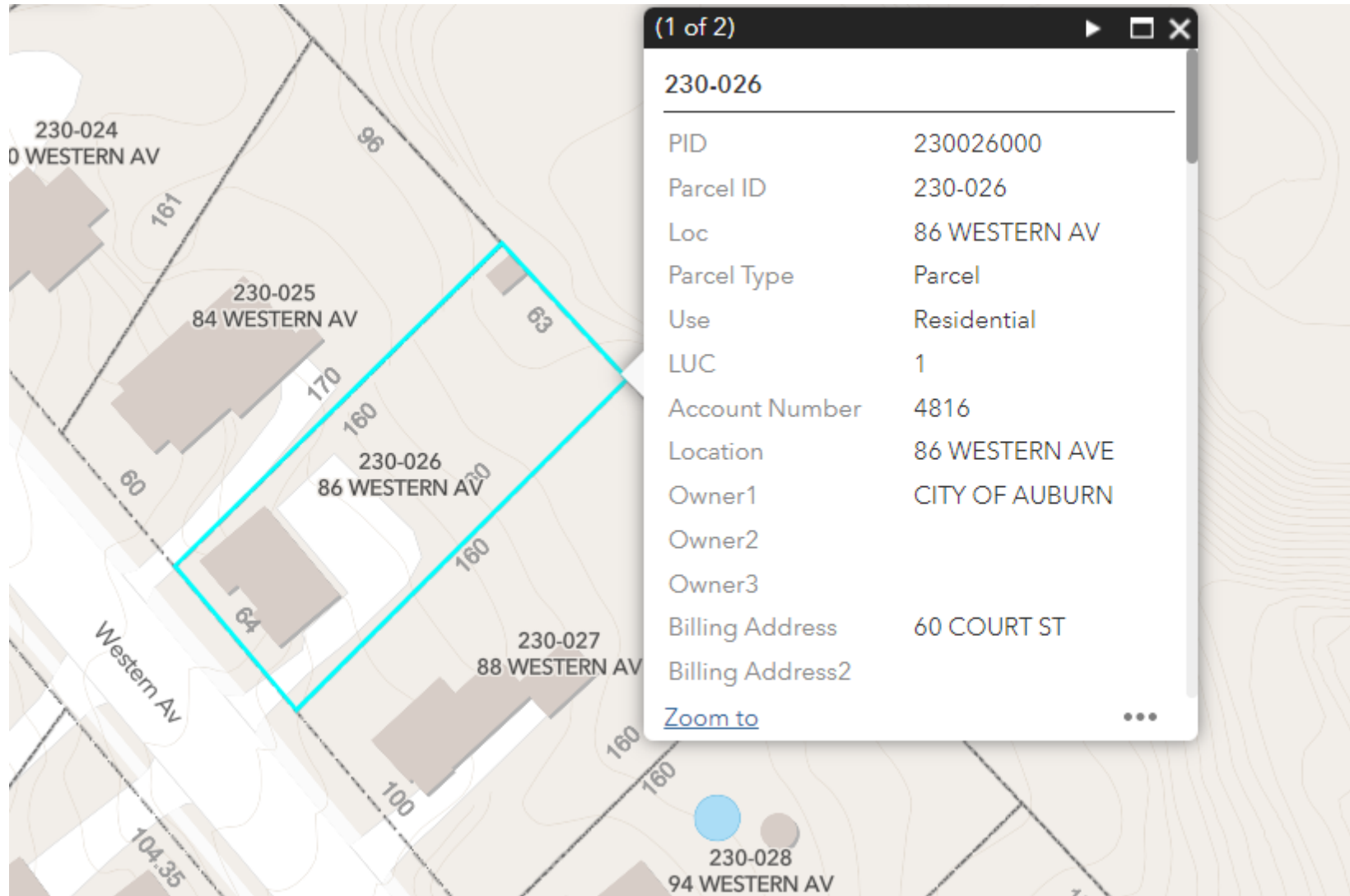
Zoned: Traditional Neighborhood Development District (T-4.2B)

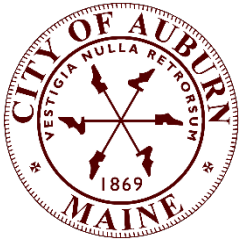


86 Western Ave

.23 Acres +/-

Zoned: Traditional Neighborhood Development District (T-4.2B)





**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: June 5, 2023

Author: Mayor Jason Levesque

Subject: Marketing/promotion of American Rescue Plan Act (ARPA) Programs

Information: Staff and elected officials receive phone calls and emails multiple times per week from residents and businesses regarding city sponsored programs that are currently available. However, there are many who are not aware of any of the programs. Recently, I addressed the United New Auburn meeting and asked those in attendance if they have taken advantage of any of our ARPA (American Rescue Plan Act) programs. Out of the twenty-five people there, only one of them had heard of the programs.

It would be beneficial for residents to be aware of the council approved programs funded through the American Rescue Plan Act (ARPA). These programs were intended to provide economic relief during and following the Covid-19 pandemic. I would recommend that we send a mailing to all households in Auburn to promote and encourage participation in accessing these funds. The cost for a 6.5" x 9" 2-sided, color, heavy stock card – sent to 10,500 households in Auburn - would cost a total of \$4,000.

The Homeowner Tax Relief program has unused allocations as follows: Postage - \$5,000 and Office Supplies - \$5,000.

City Budgetary Impacts: None. Utilize current ARPA Homeowner Tax Relief program postage funds.

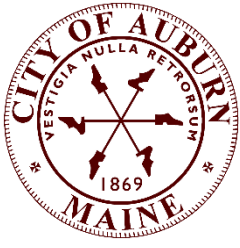
Staff Recommended Action: To utilize currently allocated ARPA funds for this purpose.

Previous Meetings and History: None

City Manager Comments:

I concur with the recommendation. Signature:

Attachments:



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: June 5, 2023

Order: 71-06052023

Author: Sue Clements-Dallaire, City Clerk

Subject: Appointing Wardens and Ward Clerks for the June 13, 2023 Election.

Information:

Warden and Ward Clerk Appointments are normally made every two years, however, there have been vacancies and challenges filling these positions. The City Clerk has nominated the individuals below to fill the Warden and Ward Clerk vacancies for the June 13, 2023 Election.

Audrey Murphy - Warden
Christine Sirois – Ward Clerk
Robert Hayes – Warden
Paul Ouellette – Ward Clerk
Doreen Jordan – Warden
Alice Dill – Ward Clerk

City Budgetary Impacts: N/A

Staff Recommended Action: Recommend passage.

Previous Meetings and History: Appointments are made every two years or when there is a vacancy.

City Manager Comments:

Phillip Crowell Jr.

I concur with the recommendation. Signature:

Attachments: Order



ORDER 71-06052023

City Council Order

IN CITY COUNCIL

ORDERED, that the City Council hereby appoints the following to serve as Wardens & Ward Clerks for the June 13, 2023 Election.

Audrey Murphy - Warden
Christine Sirois – Ward Clerk
Robert Hayes – Warden
Paul Ouellette – Ward Clerk
Doreen Jordan – Warden
Alice Dill – Ward Clerk

Richard Whiting, Ward One
Joseph Morin, Ward Four
Belinda A. Gerry, At Large

Ryan Hawes, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Dana Staples, At Large
Phillip L. Crowell, Jr., City Manager



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: June 5, 2023

Order: 72-06052023

Author: Sue Clements-Dallaire, City Clerk

Subject: Appointing Rick Whiting to the Auburn Lewiston Airport Board

Information: Mayor Levesque has nominated Rick Whiting to serve as a City Councilor on the Auburn Lewiston Airport Board. This nomination requires confirmation of the Auburn City Council.

City Budgetary Impacts: N/A

Staff Recommended Action: Recommend passage.

Previous Meetings and History: N/A

City Manager Comments:



I concur with the recommendation. Signature:

Attachments:



ORDER 72-06052023

City Council Order

IN CITY COUNCIL

Ordered that the Auburn City Council hereby confirms Mayor Levesque's appointment of Councilor Rick Whiting to the Auburn Lewiston Airport Board.

Richard Whiting, Ward One
Joseph Morin, Ward Four
Belinda A. Gerry, At Large

Ryan Hawes, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Dana Staples, At Large
Phillip L. Crowell, Jr., City Manager

IN COUNCIL SPECIAL JOINT MEETING MAY 15, 2023, VOL. 37 PAGE 41

Mayor Levesque called the meeting to order at 5:30 P.M. in the Council Chambers of Auburn Hall and led the assembly in the salute to the flag. All Auburn and Lewiston Councilors were present.

5:30 P.M. City Council Meeting

Pledge of Allegiance

- I. Executive Session** – Lewiston and Auburn Joint Executive Session – Legal consultation, pursuant to 1 M.R.S.A. §405(6)(E).

Motion was made by Councilor Walker and seconded by Councilor Morin to enter executive session.

Passage 14-0. Time 5:32 pm.

Council was declared out of Executive Session at 6:45 pm.

II. Unfinished Business

1. Auburn Order 59-05012023

Modifying the Auburn-Lewiston Airport interlocal agreement.

Motion was made by Council Morin and seconded by Councilor Walker for passage.

Motion was made by Councilor Milks and seconded by Councilor Walker to postpone this item until the first meeting in June (June 5th).

Passage 7-0.

III. Adjournment

Motion was made by Councilor Lachapelle of Lewiston and seconded by Councilor McCarthy of Lewiston to adjourn.

Unanimously approved and the meeting adjourned at 6:50 pm.

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ATTEST



Alison F. Pepin, Deputy City Clerk

Mayor Levesque called the meeting to order at 7:00 P.M. in the Council Chambers of Auburn Hall and led the assembly in the salute to the flag. All Councilors were present.

7:00 P.M. City Council Meeting

Pledge of Allegiance

I. Consent Items – All items with an asterisk (*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member or a citizen requests, in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

1. **Order 62-05152023***
Appointing Robert Cavanagh to the Age Friendly Community Committee with a term expiration of 06/01/2026.
2. **Order 63-05152023***
Re-appointing Sally Gagne to the Age Friendly Community Committee with a term expiration of 06/01/2026.
3. **Order 64-05152023***
Re-appointing Diane Vincent to the Age Friendly Community Committee with a term expiration of 06/01/2026.
4. **Order 65-05152023***
Re-appointing Benjamin Weisner to the Age Friendly Community Committee with a term expiration of 06/01/2026.
5. **Order 66-05152023***
Appointing Daniel Bilodeau to the Auburn Sewer District Board of Trustees with a term expiration of 03/01/2027.
6. **Order 67-05152023***
Appointing Brad Kowalski to the Auburn Sewer District Board of Trustees with a term expiration of 03/01/2026.
7. **Order 68-05152023***
Appointing Britny Anderson to the Parks & Recreation Advisory Board with a term expiration of 10/01/2024.

Motion was made by Councilor Staples and seconded by Councilor Hawes for passage of the seven consent items.

Passage 7-0.

II. Minutes – May 1, 2023, Regular Council Meeting

Motion was made by Councilor Milks and seconded by Councilor Walker to approve the minutes of May 01, 2023, Regular Council Meeting.

Passage 7-0.

III. Communications, Presentations and Recognitions

- Recognition and Pinning Ceremony – Auburn Fire Department Promotions
 - Michael Scott promoted to Battalion Chief
 - Erik Poland promoted to Captain.
 - Tyler Arsenault promoted to Lieutenant.
 - Adam Salve promoted to Lieutenant.
- Maine Arbor Week Proclamation
- Recognition – The City of Auburn, recipient of the Maine Spirit of America 2022 Gold Distinction

Council Communications:

Councilor Staples reported that he attended the dedication of Mother’s Park on Drummond Street with Councilor Whiting and Councilor Walker and stated it was a great event. He also wanted to thank Tizz Crowley for initiating the event.

Councilor Walker thanked the City of Auburn for the plaque that was presented at Anniversary Park for the celebration of 90 years since the Great Fire that destroyed the city of New Auburn. He further went on to say it was a great event and wanted to thank everyone who attended.

Councilor Milks commended the staff and everyone that took part in organizing and putting together the lobster festival. It was a great time.

Councilor Whiting thanked the Mayor, City Manager and Fire Chief for their participation in the unveiling of the plaque for the 90th anniversary of the New Auburn Fire.

Mayor Levesque spoke about the current drug epidemic that is happening within the City of Auburn and how it is correlated with generational poverty. He thanked the City Council and staff for continually taking proactive steps to help eliminate generational poverty through continuing to help make the Pal Center a reality, offering mental health programs, free recreation activities, making sure our schools are fully funded and giving opportunities for all. He went on to say that his primary oath as Mayor is Life and Liberty for the people of Auburn and balancing fiscal responsibility.

City Manager Crowell spoke regarding the PACE program that the Council, at the last budget process developed and approved. He stated that PACE program is an opportunity for the police department to be more proactive and engaged at a street level, as it pertains to the drug epidemic. Manager Crowell reiterated the PACE program is a good option and proposes that when the Council gets to the budget process that they bring PACE forward as part of an amendment to the budget.

IV. **Open Session** – No one from the public spoke.

V. **Unfinished Business**

1. **Order 58-05012023**

Authorizing the City’s general obligation bonds in the amount of \$13,000,000.00 to finance the City’s FY24 Capital Improvement Program. Second reading.

Motion was made by Councilor Walker and seconded by Councilor Whiting for passage.

Public Comment - Andy Titus, 24 Rubelite Lane, spoke on how the City funds are spent. Specifically, the \$3,000,000 for a public safety upgrade in New Auburn. His other concern is the PAL Center and still needs to raise another \$1.5 million dollars. He asked why we are bonding the \$1.5 million when we don’t know if the additional money will come in.

Passage 6-1 (Councilor Gerry opposed). A roll call vote was taken.

Motion was made by Councilor Milks and seconded by Councilor Morin to suspend the rules to take up **Order 69-05152023** – Adopting the Fiscal Year 2024 School Budget.

Passage 7-0.

Order 69-05152023

Adopting the Fiscal Year 2024 School Budget.

Motion was made by Councilor Staples and seconded by Councilor Morin for passage.

Passage 7-0. A roll call vote was taken.

2. **Resolve 01-05012023**

Adopting the Appropriations Resolve for Fiscal Year 2024. Second reading.

Motion made by Councilor Walker and seconded by Councilor Staples for passage.

Public Comment – No one from the public spoke.

Motion was made by Councilor Staples and seconded by Councilor Gerry to amend by reinstating the PACE program for the police department.

Passage 7-0.

Motion was made by Councilor Milks and seconded by Councilor Whiting to amend with the estimated aggregate amount of non-property tax revenue of \$62,395,844 with a municipal revenue budget of \$23,121,704 and a School Department revenue budget of \$39,274,140.

Passage 7-0.

Motion was made by Councilor Staples and seconded by Councilor Milks to address the resolve to state, the aggregate appropriation for the City of Auburn is \$113,170,192, with a municipal budget of \$51,126,866.

Passage 7-0.

Passage as amended 6-1 (Councilor Gerry opposed). A roll call vote was taken.

3. Order 60-05012023

Reallocating unspent proceeds from the City's 2020 General Obligation Bonds. Public hearing and second reading.

Motion made by Councilor Walker and seconded by Councilor Hawes for passage.

Public Hearing – Public hearing to receive comments on reallocating unspent proceeds from the City's 2020 General Obligation Bonds.

No one from the public spoke.

Passage 7-0. A roll call vote was taken.

VI. New Business

1. Order 70-05152023

Approval of a Credit Enhancement Agreement between the City of Auburn and American Development Group, LLC relating to the TIF #27 Stable Ridge Municipal Development and Tax Increment Financing District. Public hearing and vote.

Motion was made by Councilor Staples and seconded by Councilor Morin for passage.

Public Hearing – Public hearing to receive comments for Credit Enhancement Agreement between the City of Auburn and American Development Group, LLC.

John Cleveland – 183 Davis Avenue would like to urge the Council to vote against the credit enhancement agreement because he feels it is bad public policy. He stated if approved an awful precedent will be set going forward for all for profit multi-family homes who do not commit any public benefit to receive a credit enhancement.

Sharon Philbrick Bergeron – 23 Dexter Avenue, stated that she hopes the Council will invest in the four areas outlined in the TIF and not enrich one private developer by incrementally giving them \$500,000.

Dennis Bergeron – 23 Dexter Avenue, stated that he is against this proposal and if the Council votes to approve then he would like to know why.

Andy Titus – 24 Rubelite Lane – stated that when a private developer starts a project, they take on a risk of something going adverse. He questioned whether the City of Auburn will now be taking on that risk when the next developer comes along. He stated a credit enhancement is to benefit the community and it does not look like this does.

Fails 0-7. A roll call vote was taken.

VII. Open Session – No one from the public spoke.

VIII. Reports –

Mayor Levesque toured the new Edward Little High School; Construction is on schedule and is very close to completion. On May 20th there will be a tour of the old Edward Little High School. He’s hoping there will be tours for the Council and School Board. The mayor would like to hold a joint City Council and School Board meeting in September at the new school auditorium providing everyone to come in and experience a portion of the high school. The mayor commented on the success of the Lobster Festival and how it attracted thousands of people, resulting in thousands of dollars raised for the PAL Center.

Jill Eastman, Finance Director – April 2023 Finance Report

Motion was made by Councilor Staples and seconded by Councilor Morin to accept and place on file the April 2023 finance report.

Passage 7-0.

IX. Executive Session – Legal consultation, pursuant to 1 M.R.S.A. §405(6)(E).

Motion made by Councilor Walker seconded by Councilor Milks to enter Executive Session.

Passage 7-0.

Time in 8:20 pm.

Council was declared out of executive session at 9:20 pm.

X. Adjournment

Motion was made by Councilor Walker seconded by Councilor Staples to adjourn. Unanimously approved and the meeting adjourned at 9:20 pm.

A TRUE COPY

ATTEST Alison F. Pepin

Alison F. Pepin, Deputy City Clerk



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: June 5, 2023

Order: 59-05012023

Author: Jonathan P. LaBonte

Subject: Modification to Auburn-Lewiston Municipal Airport Interlocal Agreement

Information: The included order, as postponed on May 15th, amends the existing interlocal agreement with the City of Lewiston that established the Auburn-Lewiston Municipal Airport. The changes were specific to board composition and replaced the existing board with one comprised of two staff from each city and a representative from AVCOG.

An alternative order is also included. This alternative changes the Board of Directors appointment process from a mix of municipal staff, elected officials, members of the public, and several non-profit organizations to targeted municipal areas of expertise at the staff level, an elected official from each city, the executive director of AVCOG (or their designee), an two ex-officio, non-voting users of the airport. Further amended language clarifies the number of directors that makes a quorum, as well as the process to remove a director.

City Budgetary Impacts: N/A

Staff Recommended Action: Consider passage.

Previous Meetings and History:

May 1, 2023 City Council Meeting – Voted to Postpone to May 15, 2023

May 15, 2023 City Council Meeting – Voted to Postpone to June 5, 2023

City Manager Comments:



I concur with the recommendation. Signature:

Attachments:

Auburn-Lewiston Municipal Airport Interlocal Agreement

Order as Postponed at May 15, 2023 City Council Meeting

Alternative Order for Consideration at June 5, 2023 City Council Meeting



City Council Order

IN CITY COUNCIL

ORDERED, that the City Council hereby adopts the following:

AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN CITY OF AUBURN AND CITY OF LEWISTON

THIS AMENDMENT TO INTERLOCAL AGREEMENT is made as of this __5th__ day of June, 2023, to the INTERLOCAL AGREEMENT by and between the **CITY OF AUBURN**, a municipal corporation duly organized under the laws of the State of Maine with a principal location at 60 Court Street in Auburn, Maine (hereinafter “Auburn”), and the **CITY OF LEWISTON**, a municipal corporation duly organized under the laws of the State of Maine with a principal location at 27 Pine Street in Lewiston, Maine (hereinafter “Lewiston”).

WITNESSETH:

WHEREAS, Auburn and Lewiston (collectively, the “Parties”) entered into an Interlocal Agreement dated on or about March of 1979 for interlocal cooperation on the operation, maintenance and improvement of the Auburn-Lewiston Municipal Airport (the “Initial Agreement”); and

WHEREAS, the Parties previously agreed to amend the Initial Agreement on or about January 1981 (the “1981 Amendment”); and

WHEREAS, the Parties previously agreed to amend the Initial Agreement on or about August 1984 (the “1984 Amendment”); and

WHEREAS, Auburn previously agreed to amend the Initial Agreement on or about August 1984 and Lewiston previously agreed to the same amendment to the Initial Agreement on or about November 1988 (the “1988 Amendment”); and

WHEREAS, the Parties previously agreed to amend the Initial Agreement on or about December 2007 (the “2007 Amendment”); and

WHEREAS, the Initial Agreement, as modified by the 1981 Amendment, the 1984 Amendment, the 1988 Amendment, and the 2007 Amendment, are collectively referred to herein as the “Agreement”; and

Richard Whiting, Ward One
Joseph Morin, Ward Four
Belinda A. Gerry, At Large

Ryan Hawes, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Dana Staples, At Large
Phillip L. Crowell, Jr., City Manager



City Council Order

WHEREAS, the Parties desire to amend said Agreement;

NOW, THEREFORE, in consideration of the mutual conditions and covenants contained herein, the parties agree as follows:

A. Changes to Article III – Airport Board Organizational Structure/Board of Directors. Section 1, “Membership,” of the Agreement shall be amended as follows (additions are underlined; deletions are struck out):

Section 1. Membership

The Board will consist of nine members. ~~The Finance Director of Lewiston and the City Manager of the City of Auburn or their designated representatives will be members of the Board by virtue of their respective offices.~~ The Auburn City Manager and the Lewiston City Administrator shall each appoint two staff (city employee) members from their respective cities based on their experience in transportation, public works, finance, or economic development. A ~~fifth~~^{third} member of the Board shall be a Councilor of the City of Lewiston and shall be nominated by the Mayor and confirmed by the Lewiston City Council at ~~their first regular~~ a public meeting. A ~~sixth~~^{fourth} member of the Board shall be a Councilor of the City of Auburn and shall be nominated by the Mayor and confirmed by the Auburn City Council at ~~their first regular~~ a public meeting. ~~A fifth member of the Board will be a resident of the City of Auburn and will be appointed by the Auburn City Council. The sixth member of the Board will be a resident of the City of Lewiston and will be appointed by the Lewiston City Council. The seventh member of the Board shall be nominated by the Chamber of Commerce and will be elected by the above six members. The seventh member shall be a resident of Auburn or Lewiston, but will not hold any public municipal office or be a member of any municipal board or committee. After the first election of the seventh member, that member thereafter will be a resident of the alternate city of the previous seventh member. If the eight are unable to agree upon the naming of a seventh member to the Board, any Justice of the Superior Court or Supreme Judicial Court will, on petition of any five members, select the seventh member of the Board.~~ The ~~seventh~~^{eighth} member of the ~~B~~board shall be the Executive Director ~~an employee representative of the Androscoggin Valley Council of Governments or their designee.~~ The ninth member would be a ~~employee representative of the Lewiston Auburn Economic Growth Council.~~ In the event the Lewiston Finance Director or the Auburn City Manager shall die, become incapacitated, resign or is discharged from said offices, their respective City Council shall appoint a member to the Board and such member shall serve only until the respective offices are filled. The eighth and ninth members of the Board shall be two representatives, appointed by the seven members of the Board described above, who shall be users of the

Richard Whiting, Ward One
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Phillip L. Crowell, Jr., City Manager



City Council Order

Airport with aviation knowledge and experience and who shall serve in an *ex-officio*, non-voting capacity.

~~The third and fourth members of the Board shall only serve while a Councilor of the City of Lewiston and a Councilor of the City of Auburn, respectfully. In the event that either of said additional members and the fifth, sixth or seventh members shall cease to be residents of their respective Cities or should die, become incapacitated, resign from the Board or are discharged from membership, a successor shall be appointed in the same manner as indicated above to serve out the remainder of his term.~~

~~In the event the employee representative of the Androscoggin Valley Council of Governments or the Employee representative of the Lewiston Auburn Economic Growth Council shall die, become incapacitated, resign or is discharged from said offices, their respective agency director shall appoint a member to the Board and such member shall serve only until the respective offices are filled.~~

~~By a majority vote of five members, formal written notice may be given by the Board to the appointing authority of any member of the Board requesting the removal of said member. The decision of the appointing authority shall be binding.~~

Members of the Board will serve without compensation other than the compensation from the entity they represent but may be reimbursed for their actual expenses incurred in the performance of their duties upon approval of the Board.

A quorum of the Board shall consist of four voting members.

B. Changes to Article III – Airport Board Organizational Structure/Board of Directors. Section 2, “Terms of Office (After Initial Appointments),” of the Agreement shall be amended as follows (additions are underlined; deletions are ~~struck out~~):

Section 2. Terms of Office (After Initial Appointments)

Lewiston staff members (2) Finance Director - By virtue of their appointment~~the office~~.

Auburn staff members (2) City Manager - By virtue of their appointment~~the office~~.

Lewiston Councilor - While a Councilor of the City of Lewiston.

Auburn Councilor - While a Councilor of the City of Auburn.

~~Seventh~~Fifth Member (AVCOG Executive Director~~Auburn Resident~~) – By virtue of the position~~Three-year term~~.

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Phillip L. Crowell, Jr., City Manager



City Council Order

Sixth Member (Lewiston Resident) – Three year term.

Seventh Member (Alternating Resident) – Three year term.

Eighth Member (Airport userAVCOG) – Three year term. ~~By virtue of position~~

Ninth Member (Airport userLAEGC) – Three year term. ~~By virtue of position~~

C. Changes to Article III – Airport Board Organizational Structure/Board of Directors. A new Section 3, “Removal of Directors,” shall be added to the Agreement as follows (additions are underlined):

Section 3. Removal of Directors

A Lewiston staff member may be removed for convenience by the City Administrator or if the staff member is no longer an employee of the City. A Lewiston staff member may be removed by the Board for cause, after notice and hearing. An Auburn staff member may be removed for convenience by the City Manager or if the staff member is no longer an employee of the City. An Auburn staff member may be removed by the Board for cause, after notice and hearing.

A Lewiston Councilor may be removed by the Lewiston City Council for cause, after notice and hearing. An Auburn Councilor may be removed by the Auburn City Council for cause, after notice and hearing.

The AVCOG Executive Director member may be removed by the Board for cause, after notice and hearing.

The Airport user members may be removed by the Board for cause, after notice and hearing, or upon a determination by the Board that the member is no longer a user of the Airport.

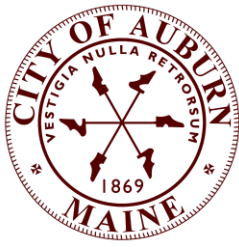
D. Amendment. All provisions of the Agreement are incorporated into this Amendment and are hereby modified or amended to conform to this Amendment, but in all other respects are to be and shall continue in full force and effect.

IN WITNESS WHEREOF, the said **CITY OF AUBURN** has caused this Amendment to be signed and sealed Philip Crowell, Jr., its City Manager, thereunto duly authorized, and the **CITY OF LEWISTON** has

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City Council Order

caused this Amendment to be signed and sealed by Heather Hunter, its City Administrator, thereunto duly authorized, the day and year first above written.

WITNESS:

CITY OF AUBURN

By: _____

Phillip L. Crowell, Jr.

Its City Manager

WITNESS:

CITY OF LEWISTON

By: _____

Heather Hunter

Its City Administrator

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Phillip L. Crowell, Jr., City Manager



City Council Order

IN CITY COUNCIL

ORDERED, that the City Council hereby modifies, pursuant to Article XII, the interlocal agreement that established the Auburn-Lewiston Municipal Airport as follows:

ARTICLE III - AIRPORT BOARD ORGANIZATIONAL STRUCTURE

Board of Directors

Section 1. Membership

The Board ~~will~~shall consist of ~~nine~~ five members. The Auburn City Manager and the Lewiston City Administrator shall each designate two staff members from their respective cities based on experience in transportation, public works, finance, or economic development~~The Finance Director of Lewiston and the City Manager of the City of Auburn or their designated representatives will be members of the Board by virtue of their respective offices. ——— A third member of the Board shall be a Councilor of the City of Lewiston and shall be nominated by the Mayor and confirmed by the Lewiston City Council at their first regular meeting. A fourth member of the Board shall be a Councilor of the City of Auburn and shall be nominated by the Mayor and confirmed by the Auburn City Council at their first regular meeting. A fifth member of the Board will be a resident of the City of Auburn and will be appointed by the Auburn City Council. The sixth member of the Board will be a resident of the City of Lewiston and will be appointed by the Lewiston City Council. The seventh member of the Board shall be nominated by the Chamber of Commerce and will be elected by the above six members. The seventh member shall be a resident of Auburn or Lewiston, but will not hold any public municipal office or be a member of any municipal board or committee. After the first election of the seventh member, that member thereafter will be a resident of the alternate city of the previous seventh member. If the eight are unable to agree upon the naming of a seventh member to the Board, any Justice of the Superior Court or Supreme Judicial Court will, on petition of any five members, select the seventh member of the Board.~~

The ~~fifth~~ eighth member of the board shall be the Executive Director of an employee representative of the Androscoggin Valley Council of Governments or their designee. ~~The ninth member would be a employee representative of the Lewiston Auburn Economic Growth Council. In the event the Lewiston Finance Director or the Auburn City Manager shall die, become incapacitated, resign or is discharged from said offices, their respective City Council shall appoint a member to the Board and such member shall serve only until the respective offices are filled. In the event the~~ Executive Director~~employee representative of~~

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City Council Order

~~the Androscoggin Valley Council of Governments or the Employee representative of the Lewiston Auburn Economic Growth Council shall die, become incapacitated, resign or is discharged from said offices, their respective agency director vacates the position without naming a representative to serve the AVCOG Board Chair shall appoint a member to the Board and such member shall serve only until the respective offices is are filled.~~

~~The third and fourth members of the Board shall only serve while a Councilor of the City of Lewiston and a Councilor of the City of Auburn, respectfully. In the event that either of said additional members and the fifth, sixth or seventh members shall cease to be residents of their respective Cities or should die, become incapacitated, resign from the Board or are discharged from membership, a successor shall be appointed in the same manner as indicated above to serve out the remainder of his term.~~

~~By a majority vote of four *five* members, formal written notice may be given by the Board to the appointing authority of any member of the Board requesting the removal of said member. ——— The decision of the appointing authority shall be binding.~~

Members of the Board will serve without compensation other than the compensation from the entity they represent but may be reimbursed for their actual expenses incurred in the performance of their duties upon approval of the Board.

Section 2. Terms of Office (After Initial Appointments)

~~Auburn Staff – By virtue of the appointment~~

~~Auburn Staff – By virtue of the appointment~~

~~Lewiston Staff – By virtue of the appointment~~

~~Lewiston Staff – By virtue of the appointment~~

~~AVCOG Executive Director - By virtue of the position~~

~~Lewiston Finance Director – By virtue of the office.~~

~~Auburn City Manager – By virtue of the office.~~

~~Lewiston Councilor – While a Councilor of the City of Lewiston. Auburn Councilor – While a Councilor of the City of Auburn.~~

~~Fifth Member (Auburn Resident) – Three-year term. Sixth Member (Lewiston Resident) – Three-year term.~~

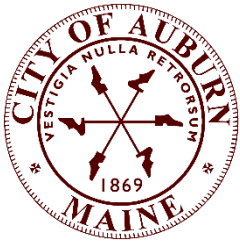
~~Seventh Member (Alternating Resident) – Three-year term.~~

~~Eighth Member (AVCOG) – By virtue of position Ninth Member (LAEGC) – By virtue of position~~

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**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: June 5, 2023

Order: 73-06052023

Author: Glen E. Holmes, Director of Business & Community Development

Subject: Authorizing the City Manager to Execute a Donation Agreement (P&S) for 7 Chestnut Street (Auburn Tax Parcel 250-335)

Information: In planning for the PAL Center project the City identified the need for additional parking. City staff approached the owner of 7 Chestnut Street who is willing to transfer the property at no cost to the City. In exchange the City will be required to do environmental clean up needed to be eligible for the States VRAP program.

City Budgetary Impacts: Working with the DEP and others we have identified funds to limit the impact to the cities budget.

Staff Recommended Action: Approve the Order as presented.

Previous Meetings and History:

City Manager Comments:



I concur with the recommendation. Signature:

Attachments: Draft Donation Agreement

DONATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between **SULTAN CORP.**, a Maine business corporation with a mailing address of P.O. Box 7065, Lewiston, Maine 04243, hereinafter called “Donor,” and the **CITY OF AUBURN**, a Maine municipal corporation, with a mailing address of 60 Court Street, Auburn, Maine 04210, hereinafter called the “City”.

W I T N E S S E T H:

WHEREAS, Donor is the owner of the land and buildings situated at 7 Chestnut Street, in Auburn, Maine, shown in the Assessor files of the City of Auburn as PID 250-335, and which property is more particularly described in a deed from Atlantic Holdings, LLC to Donor dated June 25, 2003 and recorded in the Androscoggin County Registry of Deeds in Book 5488, Page 202 (the “Property”);

WHEREAS, a fully occupied multi-family residential apartment building is currently located on the Property, and in the past Beal’s Linen operated dry cleaning facilities at the Property;

WHEREAS, the Maine Department of Environmental Protection (“DEP”), through its consultant, has conducted testing at the Property and found hazardous substances contaminating the soil, ground water, and air at the Property;

WHEREAS, the City desires to acquire and redevelop the Property into a parking lot to support its new Auburn Police Activities League (PAL) Center to be located adjacent to the Property;

WHEREAS, the Donor desires to donate the Property to City, and the City desires to accept the donation of the Property from the Donor.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

ARTICLE I
Donation of Property; Effective Date

Section 1.1. Subject to the terms and conditions of this Agreement, Donor agrees to donate to the City, and the City agrees to accept from Donor, the Property in accordance with the terms and conditions of this Agreement.

Section 1.2. The “Effective Date” of this Agreement is the date that the last of the parties has executed this Agreement, as indicated below such party’s signature.

ARTICLE II
Due Diligence; Title and Survey; Environmental Audit

Section 2.1. Due Diligence

(a) For the period commencing on the Effective Date and expiring on the Closing Date (the “Due Diligence Period”), the City shall have the right to determine, in the City’s sole and absolute discretion, whether the City’s proposed acquisition and intended use of the Property is economically and otherwise feasible. During such time, the City shall also be entitled to: (i) examine title to and the survey of the Property (to include wetlands delineation and vernal pool identification if the City elects), (ii) conduct

such other visual inspections of the Property as the City shall deem reasonably necessary in its sole discretion, including without limitation, a Phase I Environmental Site Assessment (“Phase I”) and a Limited Phase II Environmental Site Assessment (“Phase II”) required for materials testing to be completed by the Maine Department of Environmental Protection, and (iii) physically inspect and review the Property, which investigation shall be of such scope as the City shall determine (hereinafter collectively referred to as the “Due Diligence Investigation”).

(b) Donor shall in good faith reasonably cooperate with the City, at the City’s sole cost and expense, in facilitating the City’s Due Diligence Investigation. Donor shall provide the City and its agents, employees or consultants with reasonable access to the Property to inspect each and every part thereof, and allow the City and its agents, employees or consultants to contact all parties which currently contract with Donor with respect to the Property.

(c) If the City determines, in its sole discretion, that the Property is unsuitable for its purposes or that the City’s proposed acquisition and operation of the Property is not economical or otherwise feasible as a result of the City’s Due Diligence Investigation, then the City shall have the right to terminate this Agreement by delivery of written notice to Donor (a “Termination Notice”) at Donor’s address set forth herein prior to the expiration of the Due Diligence Period. Upon the City’s timely delivery of a Termination Notice to Donor as provided above, this Agreement shall immediately terminate and be rendered null and void, and neither party shall have any further obligations or liabilities in connection with this Agreement.

Section 2.2. Survey

The City may obtain a survey (the “Survey”) of the Property to be prepared by a surveyor registered and licensed in the State in such detail as the City shall determine.

Section 2.3. Title to the Property

(a) At Closing, Donor shall deliver to the City the Deed (as defined in Section 5.1), conveying to the City good and clear record and marketable fee simple title to the Property, subject only to those matters specifically enumerated as title exceptions in the title insurance commitment obtained by the City that are not objected to by the City (by notice to Donor pursuant to Section 2.3(c)) prior to the end of the Due Diligence Period (collectively the “Permitted Exceptions”); provided, however, in no event shall Monetary Liens (as defined in Section 2.3(b)) be considered Permitted Exceptions. The Title Policy (as defined in Section 3.1) to be issued at Closing in connection with conveyance of the Property shall (i) not take exception for parties in possession other than the City; (ii) not take exception for any taxes or liens other than future taxes which are not yet due and payable as of the Closing Date, (iii) not take exception for any closing “gap”, and (iv) shall contain such other special endorsements as the City or its lender, if any, may reasonably require. Donor shall deliver such customary affidavits, indemnities and other documentation as may be reasonably necessary to ensure that the Title Company can issue title insurance policies providing the coverages described in (i) through (iv) in the previous sentence.

(b) The Property shall be conveyed by Donor to the City free and clear of all liens, encumbrances, claims, rights of way, easements, leases, restrictions, restrictive covenants and other matters affecting title except for the Permitted Exceptions.

(c) If, in the opinion of the City, the City’s title commitment or the Survey reveals anything that materially adversely affects the Property, or if Donor’s title to the Property fails to meet the foregoing requirements, or contains defects or exceptions not approved by the City, in the City’s sole

discretion, then the City may, by giving written notice to Donor prior to the expiration of the Due Diligence Period, either terminate this Agreement or specify the title or survey defect(s) (“Objections”). If the City specifies any such Objections, Donor agrees to deliver written notice to the City within ten (10) business days of Donor’s receipt thereof, of: (i) Donor’s intent and agreement to undertake commercially reasonable efforts to cure, prior to Closing, all of the Objections at Donor’s sole cost and expense (and such agreement automatically shall become a condition of Closing); or (ii) Donor’s election not to undertake commercially reasonable efforts to cure any or all of the Objections (“Donor’s Response Notice”). In the event Donor does not deliver Donor’s Response Notice to the City within such ten (10) business day period, Donor shall be deemed to have elected option (ii) above with respect to all Objections. If Donor does timely deliver Donor’s Response Notice in which Donor does not agree to undertake efforts to cure any or all of the Objections prior to Closing, then the City shall have the option (exercised within five (5) business days after the City’s receipt of Donor’s Response Notice): (i) of taking title to the Property “as is” and proceeding to the Closing of the Property, (ii) of extending the Closing for a reasonable period of time to enable Donor to cure such deficiency if Donor is attempting to cure same, or (iii) of terminating this Agreement at any time on or prior to the last date for Closing specified in this Agreement, by written notice thereof to Donor.

ARTICLE III

Conditions Precedent to City’s Obligation to Close

Section 3.1. The City’s obligation to perform under this Agreement is subject to and contingent upon the satisfaction of each and every one of the following conditions. In the event that any of the below conditions is not satisfied at or prior to the date of Closing, the City may terminate this Agreement by delivery of written notice to Donor at Donor’s address set forth herein prior to the date of the Closing. Upon the City’s timely delivery of such notice to Donor as provided above, this Agreement shall immediately terminate and be rendered null and void, and neither party shall have any further obligations or liabilities in connection with this Agreement. Unless specifically stated otherwise, conditions to obligations hereunder are for the benefit of the City and may be waived in writing by the City.

(a) The Title Company shall deliver to the City at Closing (or be irrevocably committed to issue at Closing) an ALTA Owner’s Policy of Title Insurance (the “Title Policy”), with extended coverage (i.e., with the standard pre-printed exceptions deleted), issued by the Title Company as of the date and time of the recording of the Deed, insuring the City as owner of good, clear record and marketable fee simple title to the Property, and subject only to the Permitted Exceptions.

(b) The truth and accuracy in all material respects, as of the Closing, of the representations and warranties of Donor contained in this Agreement, and Donor’s fulfillment of its other obligations hereunder within the time periods set forth herein.

(c) The Property shall be in substantially the same condition as on the date of this Agreement, reasonable use and wear excepted.

(d) The City shall have determined, in its sole and absolute discretion, that the results of its Due Diligence Investigations are satisfactory to the City for its intended use of the Property.

(e) The City shall have determined, in its sole and absolute discretion, that the results of its title examination on the Property is satisfactory and that any and all liens of an ascertainable monetary amount on the Property, including, without limitation, mortgages, deeds of trust and other instruments securing financings, mechanic’s liens, judgment liens and liens for delinquent taxes, shall be fully paid, satisfied, and discharged at Closing to the satisfaction of the City, in its sole and absolute discretion.

(f) On the Closing Date, title to the Property shall be conveyed to the City subject only to the Permitted Exceptions as set forth in this Agreement.

(g) Donor shall deliver full possession of the Property at Closing, free and clear of all tenants and occupants, and Donor shall have relocated all tenants no later than one (1) year from the date of this Agreement.

ARTICLE IV

Conditions Precedent to Donor's Obligation to Close

Section 4.1. The Donor's obligation to perform under this Agreement is subject to and contingent upon the satisfaction of each and every one of the following conditions. In the event that any of the below conditions is not satisfied at or prior to the date of Closing, the Donor may terminate this Agreement. Unless specifically stated otherwise, conditions to obligations hereunder are for the benefit of the Donor and may be waived in writing by the Donor.

If the donor determines, in its sole discretion, that it is unable to obtain a sufficient and full release from either (i) the DEP, or (ii) from Camden National Bank; then the Donor shall have the right to terminate this Agreement by delivery of written notice to City (a "Termination Notice") at City's address set forth herein prior to the date of the Closing. Upon the Donor's timely delivery of a Termination Notice to City as provided above, this Agreement shall immediately terminate and be rendered null and void, and neither party shall have any further obligations or liabilities in connection with this Agreement.

ARTICLE V

Donor Representations

Section 5.1.

(a) Donor represents to the City, to the best of Donor's actual knowledge, as of the Effective Date and at the Closing Date, the following:

(i) (a) Donor is a duly organized and validly existing business corporation in the State of its organization or incorporation, (b) Donor has full power and authority to execute and deliver this Agreement and the documents contemplated hereby and to perform the transaction contemplated hereby, and (c) Donor's performance of this Agreement and the transaction contemplated hereby have been duly authorized by all requisite action on the part of Donor and the individuals executing this Agreement and the documents contemplated hereby on behalf of Donor have full power and authority to legally bind Donor.

(ii) This Agreement has been duly and properly executed on behalf of Donor, and neither the execution and delivery of this Agreement nor the performance of the transactions contemplated hereby will result in a default (or an event that, with notice or the passage of time or both, would constitute a default) under, a violation or breach of, a conflict with, a right of termination of, or an acceleration of indebtedness under or performance required by, any note, indenture, license, lease, franchise, mortgage, deed of trust or other instrument or agreement to which Donor is a party or by which Donor or Donor's property, including, without limitation, any of the Property, is bound.

ARTICLE VI

Closing Obligations; Closing

Section 6.1.

(a) On the Closing Date, Donor shall deliver to the City the following documents, in form and substance reasonably satisfactory to Donor and the City, duly executed and, if applicable, acknowledged by Donor:

(i) a statutory Quitclaim Deed Without Covenant (the “Deed”), in a form mutually agreed to by the City and Donor, in proper statutory form for recording, conveying title to the Property to the City subject only to the Permitted Exceptions;

(ii) a non-foreign person affidavit stating that Donor is not a “foreign person” under the Foreign Investment in Real Property Tax Act of 1980, and that upon the consummation of the transaction contemplated hereby, the City will not be required to withhold from the purchase price any withholding tax;

(iii) the Real Estate Transfer Tax Declaration;

(iv) a notice regarding underground storage tanks pursuant to 38 M.R.S.A. § 563(6);

(v) a closing statement;

(vi) such other customary documents or instruments reasonably required to carry out the intent of this Agreement, including an owner’s affidavit in a form sufficient to omit the parties in possession exception and the mechanic’s lien exception from owner’s and lender’s policies.

(b) On the Closing Date, the City shall deliver to Donor the following documents, in form and substance reasonably satisfactory to Donor and the City, duly executed and, if applicable, acknowledged by the City:

(i) the Real Estate Transfer Tax Declaration;

(ii) the applicable REW forms required by the Maine Bureau of Taxation;

(iii) a closing statement;

(iv) such other customary documents or instruments reasonably required to carry out the intent of this Agreement.

Section 6.2. The closing (the “Closing”) shall take place at the offices of Donor’s attorney, or at such other place as the parties may agree upon, thirty (30) days after the Donor has relocated the last tenant at the Property, or such other date as may be mutually agreed to by the City and Donor. The day on which the Closing occurs is hereinafter referred to as the “Closing Date.”

Section 6.3.

(a) All apportionments and adjustments shall be made as of 11:59 PM on the day immediately preceding the Closing Date.

(b) The following apportionments and adjustments shall be made:

(i) Real estate taxes, assessments and other governmental charges based on the fiscal year assessed, shall be prorated as of the date of Closing. If such real estate taxes, betterments assessments and other governmental charges have not been determined as of the Closing Date, such amounts shall be apportioned on the basis of the real estate taxes, betterments assessments and charges for the preceding fiscal year, with a reapportionment as soon as the new real estate taxes, betterment's assessments and charges can be ascertained. The provisions of this clause (i) shall survive the closing.

(ii) Personal property taxes on the personal property owned by Donor, if any, including in the Property based on the fiscal year assessed shall be prorated as of the day of Closing.

(c) The real estate transfer tax imposed pursuant to said 36 M.R.S.A. § 4641-A shall be paid by Donor. The City is exempt from the real estate transfer tax imposed pursuant to said 36 M.R.S.A. § 4641-A.

(d) The City shall pay the premium for the owner and any loan title policies, and the cost for recording the Deed.

(e) Each party shall pay its own attorneys' fees.

(f) Heating Fuel in any tank on the Property at the time of Closing shall become the property of the City. If Closing occurs after September 1, 2023 and before March 1, 2024 the Donor shall drain all utilities to prevent freezing and secure the building in accordance with all State and local laws, regulations and ordinances to prevent access to the building.

ARTICLE VII

Default

Section 7.1. If the City shall default in performing its obligations hereunder prior to or at the Closing Date, and Donor shall have performed or tendered performance of its obligations hereunder, then Donor shall have the right, as its exclusive remedy, to either (i) terminate this Agreement by notice of termination to Donor, in which event the parties shall be relieved of any further liability or obligation hereunder, except with respect to those obligations that are expressly stated herein to survive the termination of this Agreement, or (ii) seek specific performance of this Agreement.

Section 7.2. If Donor shall default in performing its obligations hereunder prior to or at the Closing Date, and the City shall have performed or tendered performance of its obligations hereunder, then the City's sole remedy shall be to either (i) terminate this Agreement by notice of termination to Donor, in which event the parties shall be relieved of any further liability or obligation hereunder, except with respect to those obligations that are expressly stated herein to survive the termination of this Agreement, or (ii) seek specific performance of this Agreement.

ARTICLE VIII

Possession and Condition of Property

Section 8.1. Full possession of the Property, free and clear of all tenants and occupants is to be delivered at the time for delivery of the Deed, the Property to be then in reasonably clean condition, and otherwise in the same condition as they now are in, reasonable use and wear thereof excepted. The City shall be entitled personally to inspect the Property within 24 hours prior to the Closing Date in order to determine whether the condition thereof complies with the terms of this Section.

ARTICLE IX
Risk of Loss; Condemnation

Section 9.1. In the event that the building upon the Property is damaged by fire or other casualty or any portion of the Property is taken by condemnation prior to the Closing, the City may terminate this Agreement. If the City determines not to terminate this Agreement, the City may proceed to the Closing, in which event Donor will, at the Closing, deliver to the City all insurance benefits and condemnation awards stemming from such loss or condemnation received by Donor and will assign to the City Donor's rights to receive all of same, whichever is pertinent, and, to that end, Donor will cooperate with the City in the preparation of all statements of loss, provisions of loss, and such other documents as may be required by the pertinent insuring companies or condemning authority. In the event that the City, in the City's judgment, deems litigation to be necessary in pursuing the City's claim, Donor will further cooperate with the City, but all litigation shall be conducted at the City's expense. Donor will keep the Property insured against fire and extended risk in a sum not less than the purchase price through the Closing.

ARTICLE X
Miscellaneous

Section 10.1. Each notice or other communication required or permitted hereby shall be in writing and shall be (a) personally delivered, (b) sent by a reputable overnight delivery service, (c) sent by United States certified mail, return receipt requested, postage prepaid, addressed as set forth herein, or (d) sent by electronic mail.

(i) If to Donor:

Debra Sullivan, President
Sultan Corp.
PO Box 7065
Lewiston, Maine 04243-7065

With a copy to:
Daniel A. D'Auteuil, Jr.
Skelton, Taintor & Abbott
500 Canal Street
Lewiston, Maine 04240
ddauteuil@sta-law.com

(ii) If to the City:

City Manager
City of Auburn
60 Court Street
Auburn, ME 04210

With a copy to:

Jeffrey B. Herbert, Esq.
JENSEN BAIRD
Ten Free Street
P.O. Box 4510
Portland, Maine 04112-4510
Email: jherbert@jensenbaird.com

Any notice or other communication given pursuant to the provisions of this Section 9.1 shall be deemed effective upon receipt by the addressee or upon the date receipt is refused. Either party may, by notice given as aforesaid, designate other addresses to which or addressees to whom notices shall be given.

Section 10.2. The submission of this Agreement or a summary of some or all of its provisions does not constitute an offer to donate or accept the Property, it being understood and agreed that neither Donor nor the City shall be legally obligated with respect to a conveyance of the Property unless and until this Agreement has been executed by both Donor and the City and a fully executed original or electronic copy has been delivered to both pursuant to the provisions of Section 9.1. Electronic signatures shall be effective for all purposes in connection with interpretation and enforcement of this Agreement. Amendments to this Agreement may be effectuated by counsel for the parties, respectively.

Section 10.3. The delivery of the Deed by Donor, and the acceptance thereof by the City, shall be deemed the full performance and discharge of every obligation on the part of Donor to be performed hereunder, except those obligations of Donor which are expressly stated in this Agreement to survive the Closing.

Section 10.4. The City may assign its interest under this Agreement without the prior written consent of Donor. In the event of any such assignment, Donor agrees to close the transaction contemplated by this Agreement with the approved assignee of the City.

Section 10.5. Except as otherwise expressly stated in this Agreement, the Property is being conveyed by Donor and accepted by the City in "as is" condition and without warranty or representation of any kind, express or implied. No warranties, guaranties or representations of any kind are made by Donor or Donor's agent with respect to the acreage, location and/or boundaries of the Property or improvements thereon, access to the Property, environmental compliance, or its compliance with any applicable zoning or land use regulations, law, or ordinances.

Section 10.6. This Agreement embodies and constitutes the entire understanding between the parties with regard to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment or termination is sought.

Section 10.7. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity and enforcement of the remaining provisions hereof.

Section 10.8. Any time period provided for in this Agreement that ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. (EST) on the next business day. In determining the expiration date of any time period measured from the Effective Date, the Effective Date shall not be included in that time period.

Section 10.9. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument. To facilitate execution of this Agreement, the parties may execute and exchange by telephone facsimile or email counterparts of the signature pages.

Section 10.10. This Agreement shall be binding upon and shall inure to the benefit of Donor and the City, and their respective successors and permitted assigns.

Section 10.11. Time shall be of the essence with respect to each and every obligation under this Agreement.

Section 10.12. Each party represents to the other that no real estate broker has been retained by the parties. Each party will defend and hold the other harmless from claims arising contrary to the party's said representations.

Section 10.13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date(s) set forth below.

DONOR: Sultan Corp.

Witness:

By: _____
Print Name: Debra Sullivan
Title: President

Dated: _____, 2023

DONEE: City of Auburn

Witness:

By: _____
Print Name: Philip L. Crowell, Jr.
Title: City Manager

Dated: _____, 2023



ORDER 73-06052023

City Council Order

IN CITY COUNCIL

ORDERED, that the City Council hereby authorizes the City Manager to execute a donation agreement with Sultan Corporation for the donation of 7 Chestnut Street (Auburn Tax Parcel 250-335).

Richard Whiting, Ward One
Joseph Morin, Ward Four
Belinda A. Gerry, At Large

Ryan Hawes, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Dana Staples, At Large
Phillip L. Crowell, Jr., City Manager



**City of Auburn
City Council Information Sheet
June 5, 2023**

Council Meeting Date: June, 5, 2023

Orders: 74-06052023 through 85-06052023

Author: Jay Brenchick, Director of Economic Development

Subject: Sale of City-Owned Properties

Information: The City of Auburn Economic Development Department seeks approval for the City Manager to execute the sale of city-owned properties through Bill Bergeron with Fontaine Family Realty.

City Budgetary Impacts: None

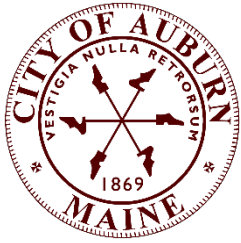
Staff Recommended Action: Approve the order as presented.

Previous Meetings and History: None

City Manager Comments:

I concur with the recommendation. Signature:

Attachments: List of properties



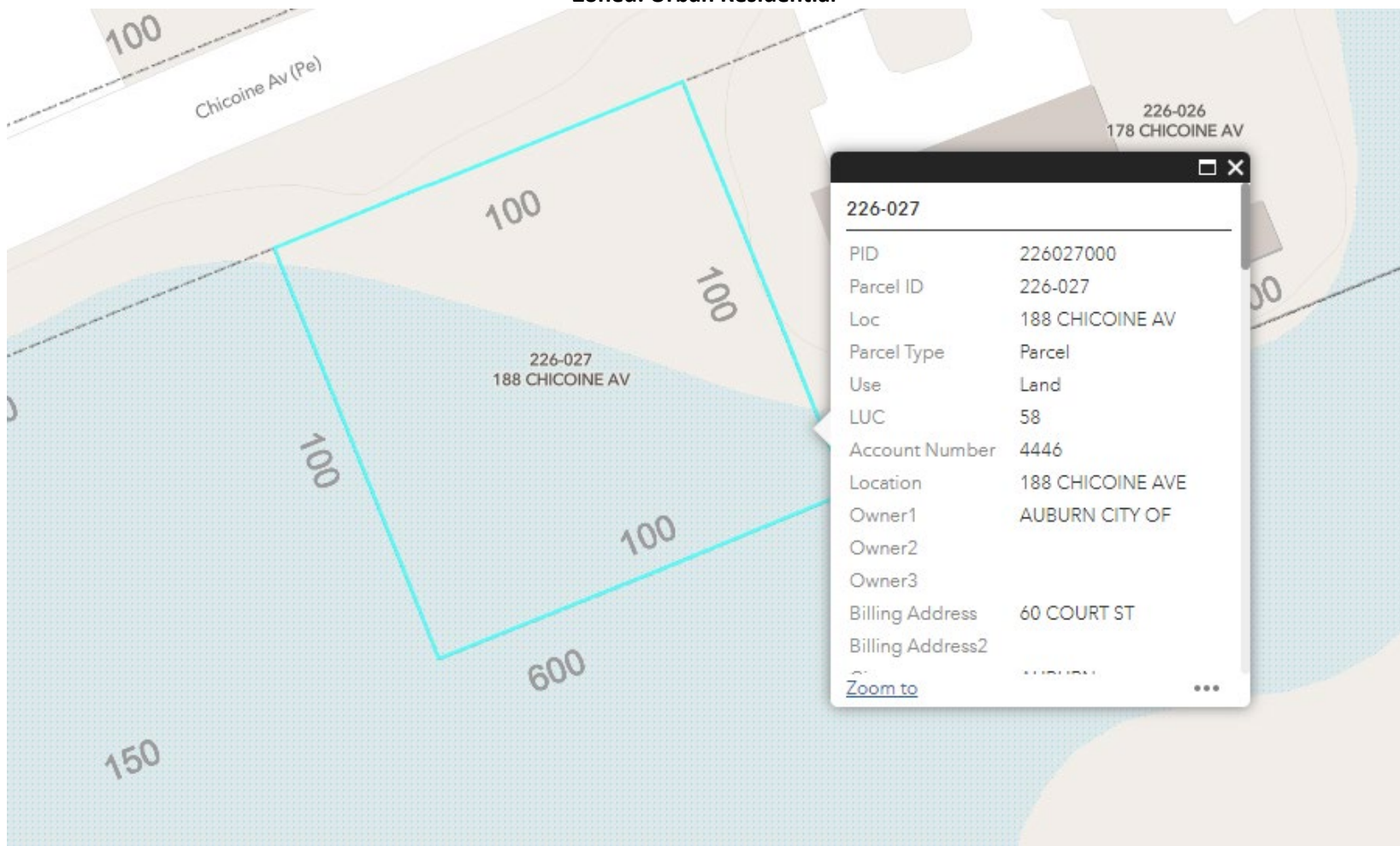
**City of Auburn
Proposed Sale of City-Owned Properties
City Council Meeting June 5, 2023**

Jay Brenchick, Director of Economic Development

Subject: The City of Auburn Economic Development Department seeks approval for the City Manager to execute the sale of city-owned properties below through Bill Bergeron with Fontaine Family Realty.

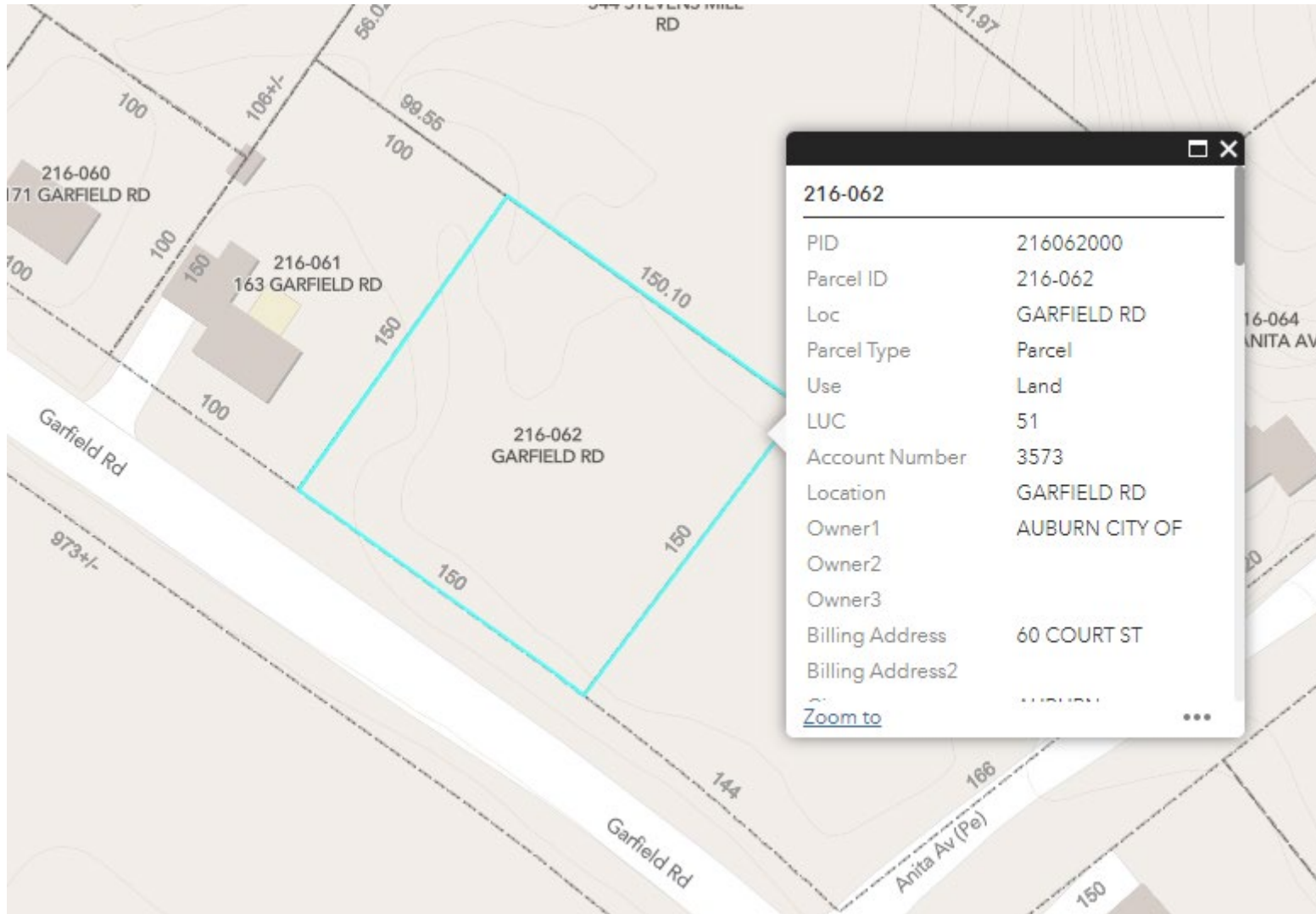
Address	Description
188 Chicoine Avenue	Parcel ID: 226-027
Garfield Road	Parcel ID: 216-062
126 Goff Street	Parcel ID: 250-382
140 Northern Avenue	Parcel ID: 271-080-011
Smith Street	Parcel ID: 198-063
South Witham Road	Parcel ID: 161-009
Union Street	Parcel ID: 240-169
18 Western Prom	Parcel ID: 250-383
59 Willard Road	Parcel ID: 266-045
192 Winter Street	Parcel ID: 260-022
86 Western Ave	Parcel ID: 230-026

**188 Chicoine Ave.
.23 +/- acres
Zoned: Urban Residential**

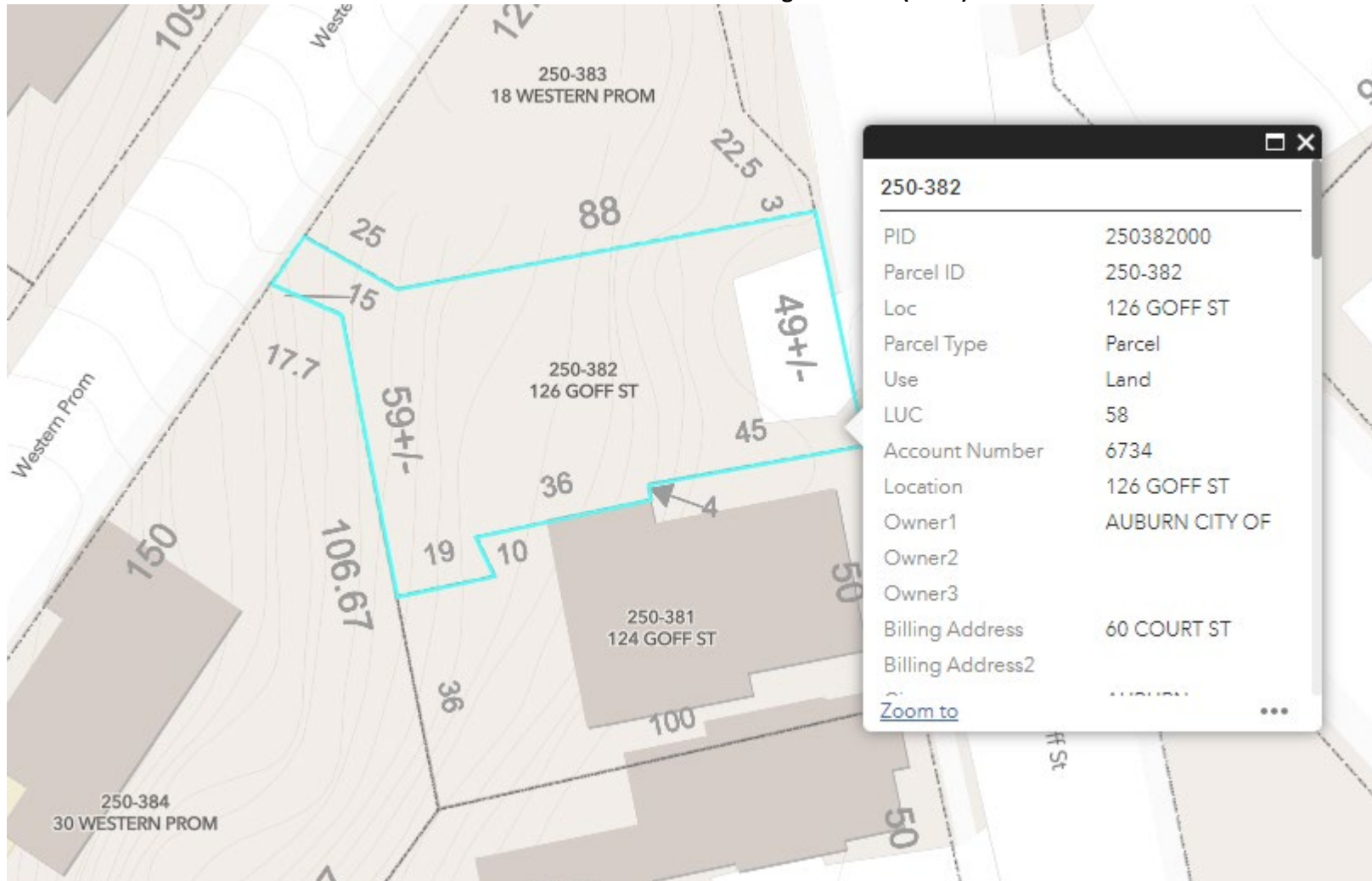


226-027	
PID	226027000
Parcel ID	226-027
Loc	188 CHICOINE AV
Parcel Type	Parcel
Use	Land
LUC	58
Account Number	4446
Location	188 CHICOINE AVE
Owner1	AUBURN CITY OF
Owner2	
Owner3	
Billing Address	60 COURT ST
Billing Address2	
City	AUBURN
Zoom to	...

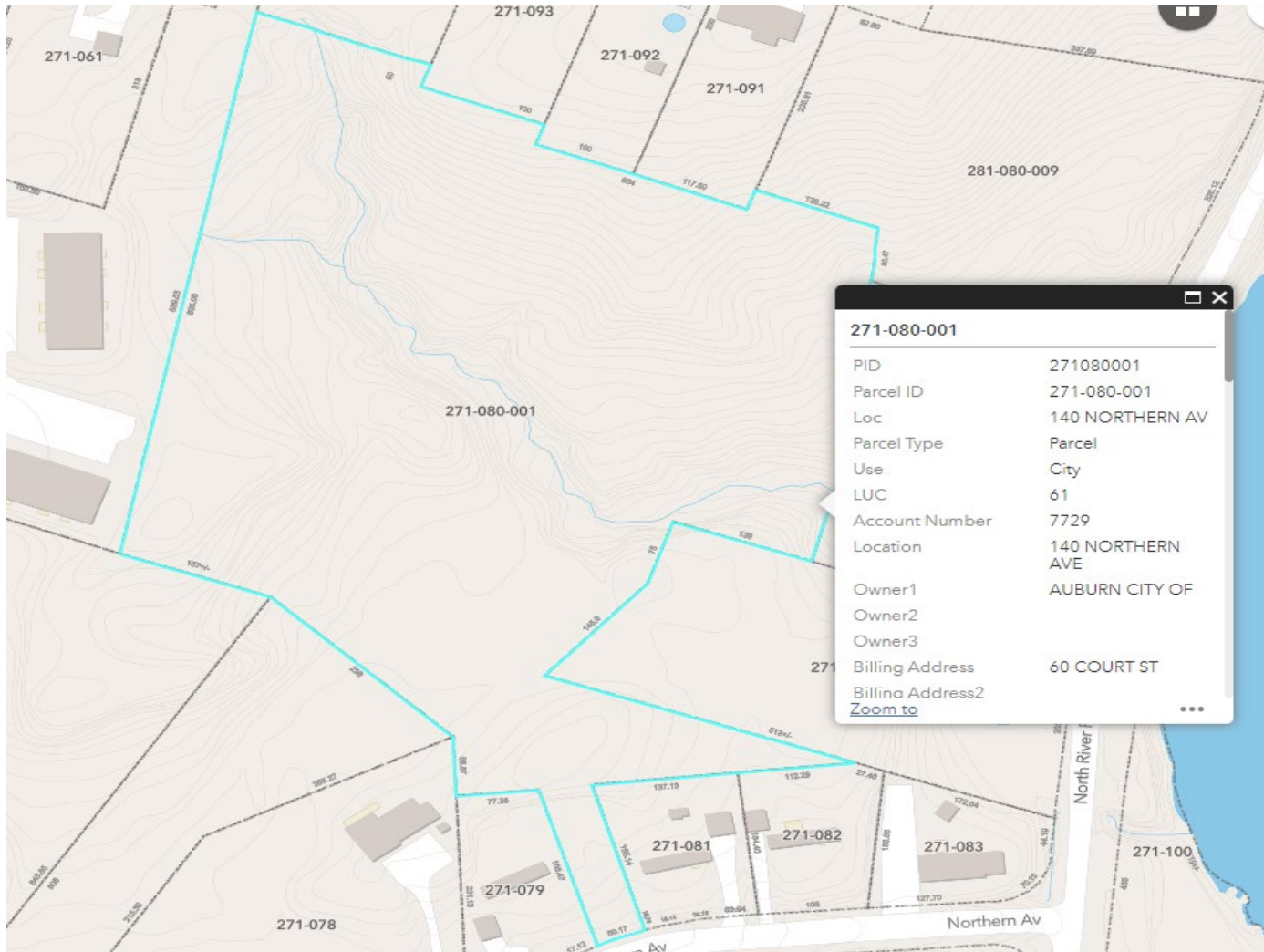
Garfield Rd
.52 Acres +/-
Zoned: Suburban Residential



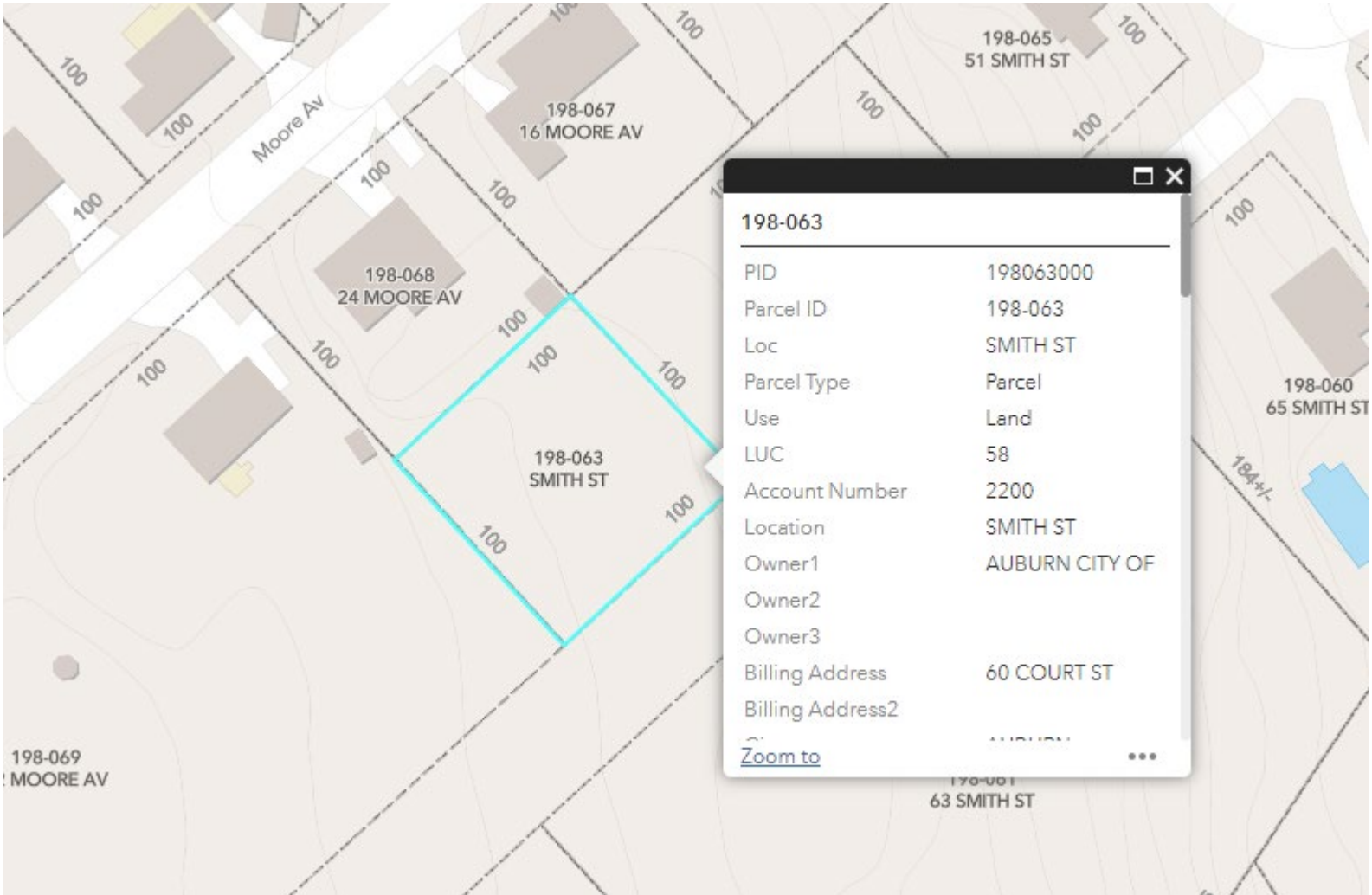
126 Goff Street
.15 Acres +/-
Zoned: Traditional Downtown Neighborhood (T-4.2)



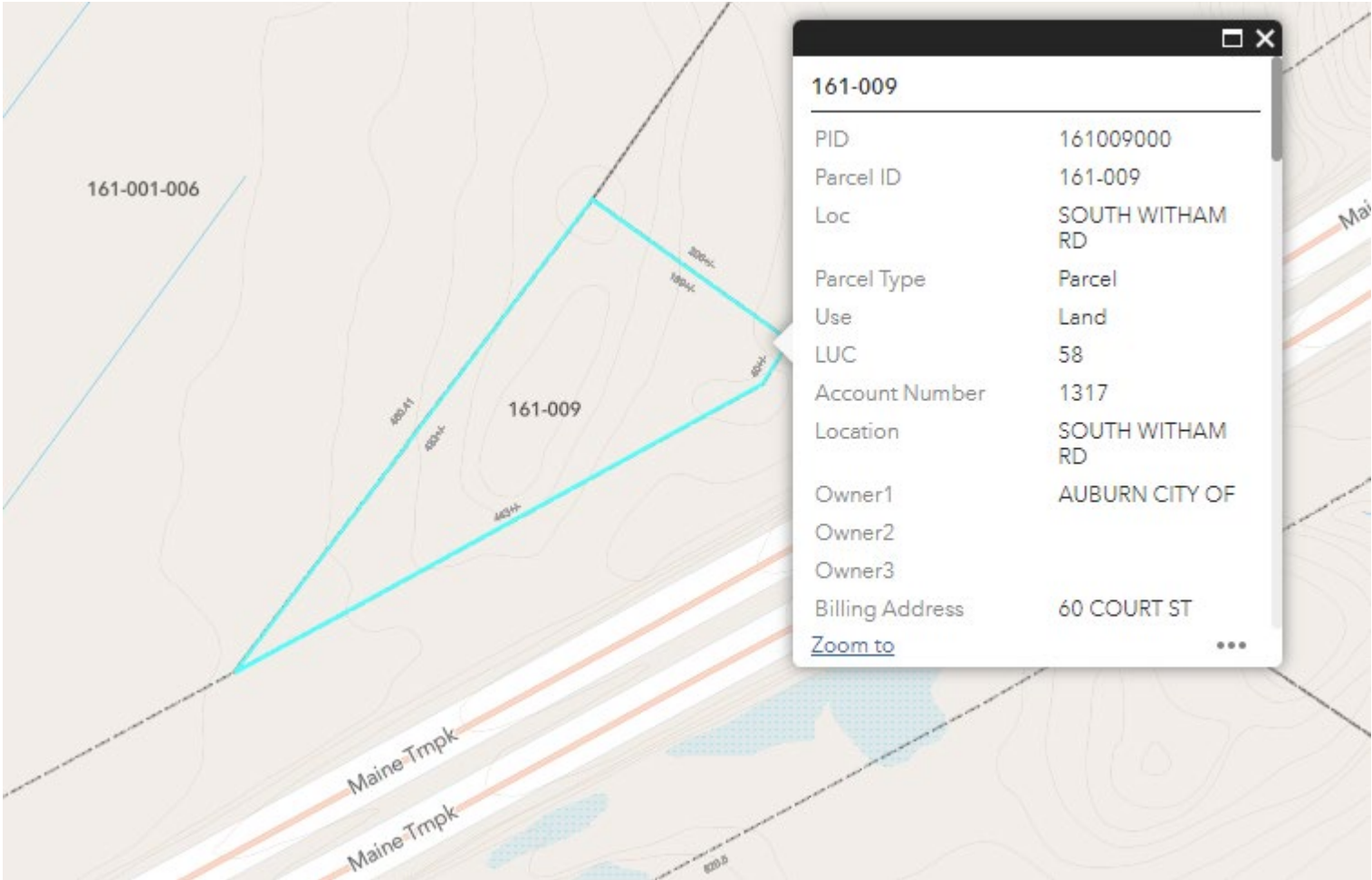
140 Northern Avenue
9.21 Acres +/-
Zoned: Multi-Family Suburban



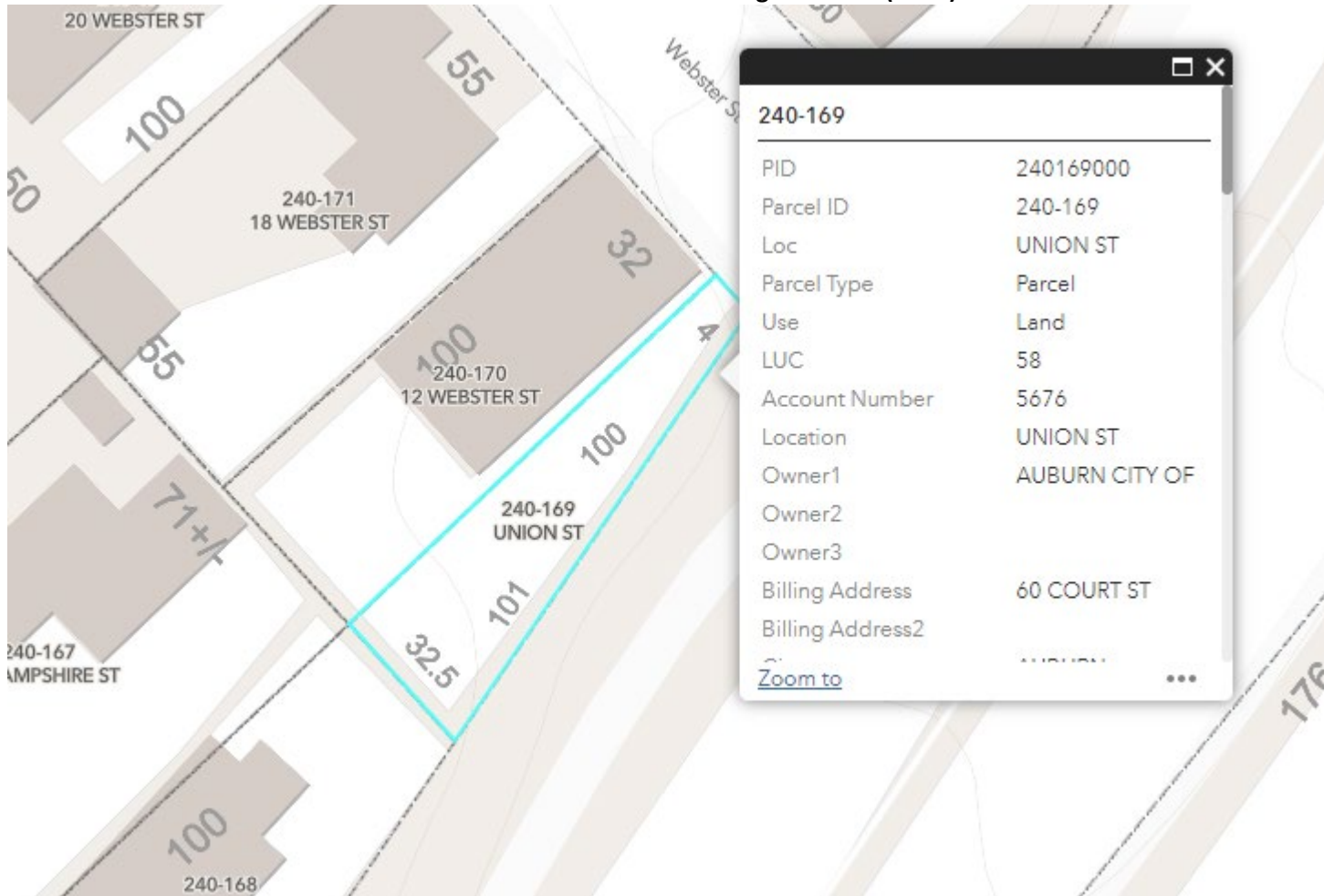
Smith Street
.23 Acres +/-
Zoned: Suburban Residential



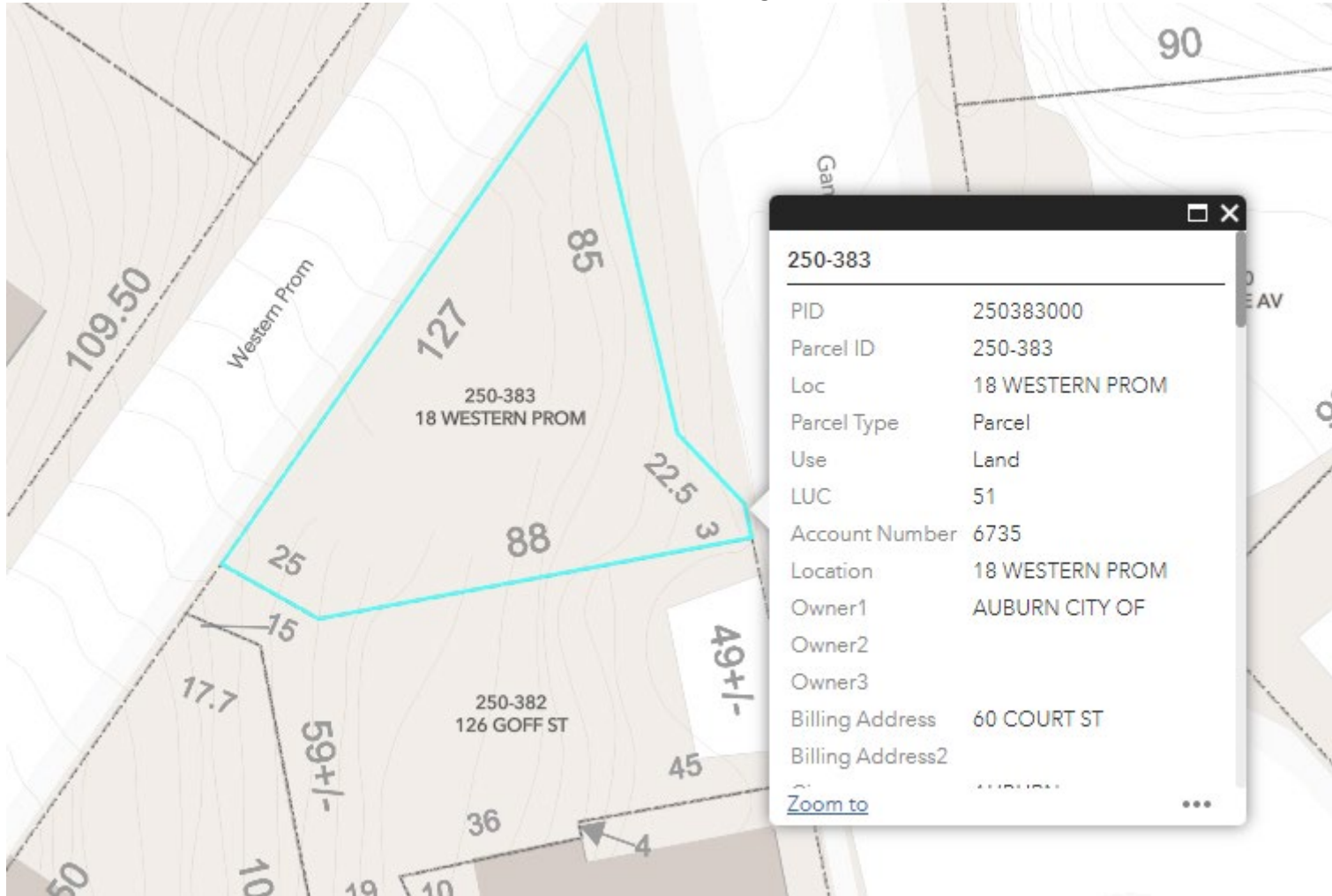
South Witham Road
1.06 Acres +/-
Zoned: Low Density Country Residential



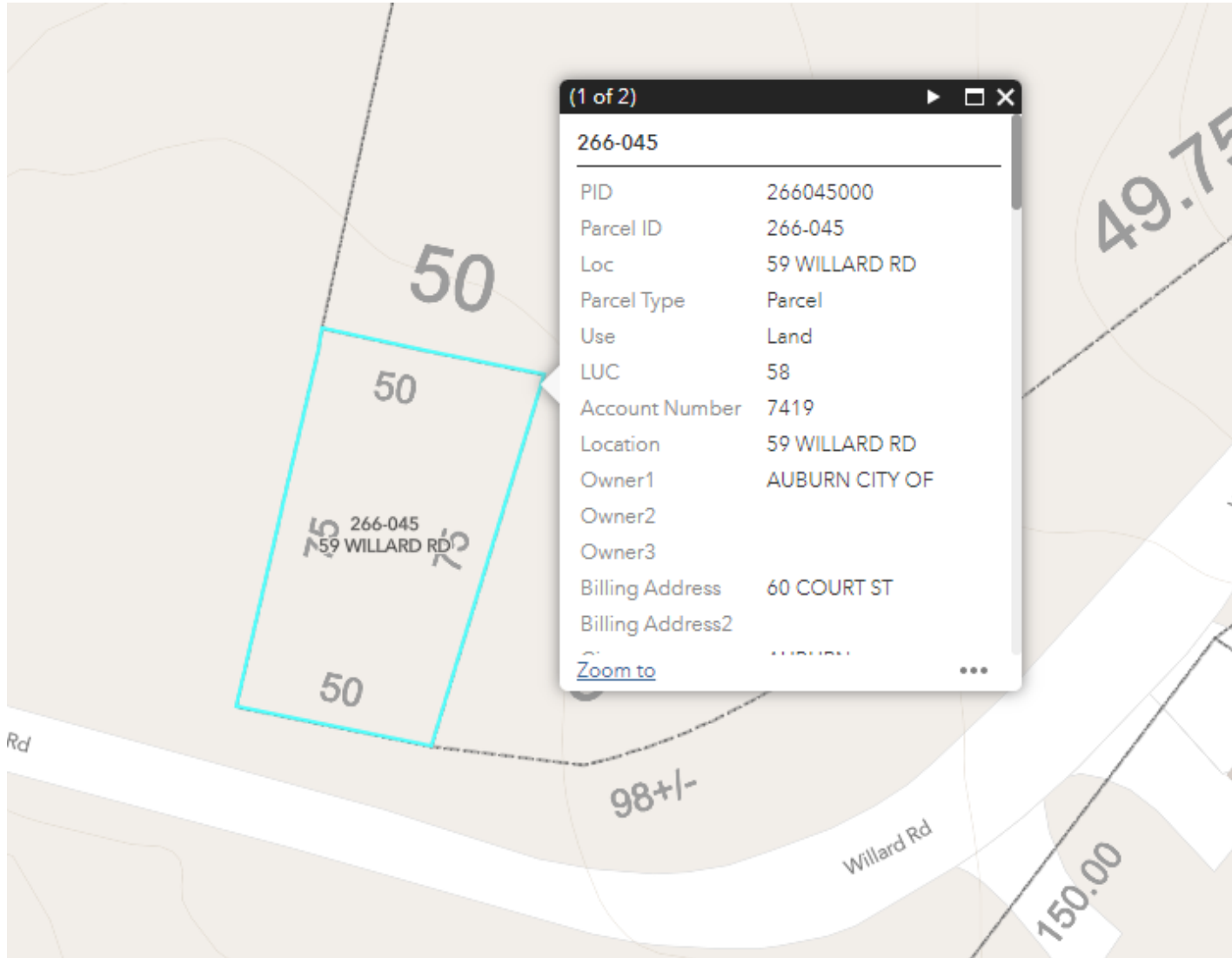
Union Street
.02 Acres +/-
Zoned: Traditional Downtown Neighborhood (T-4.2)



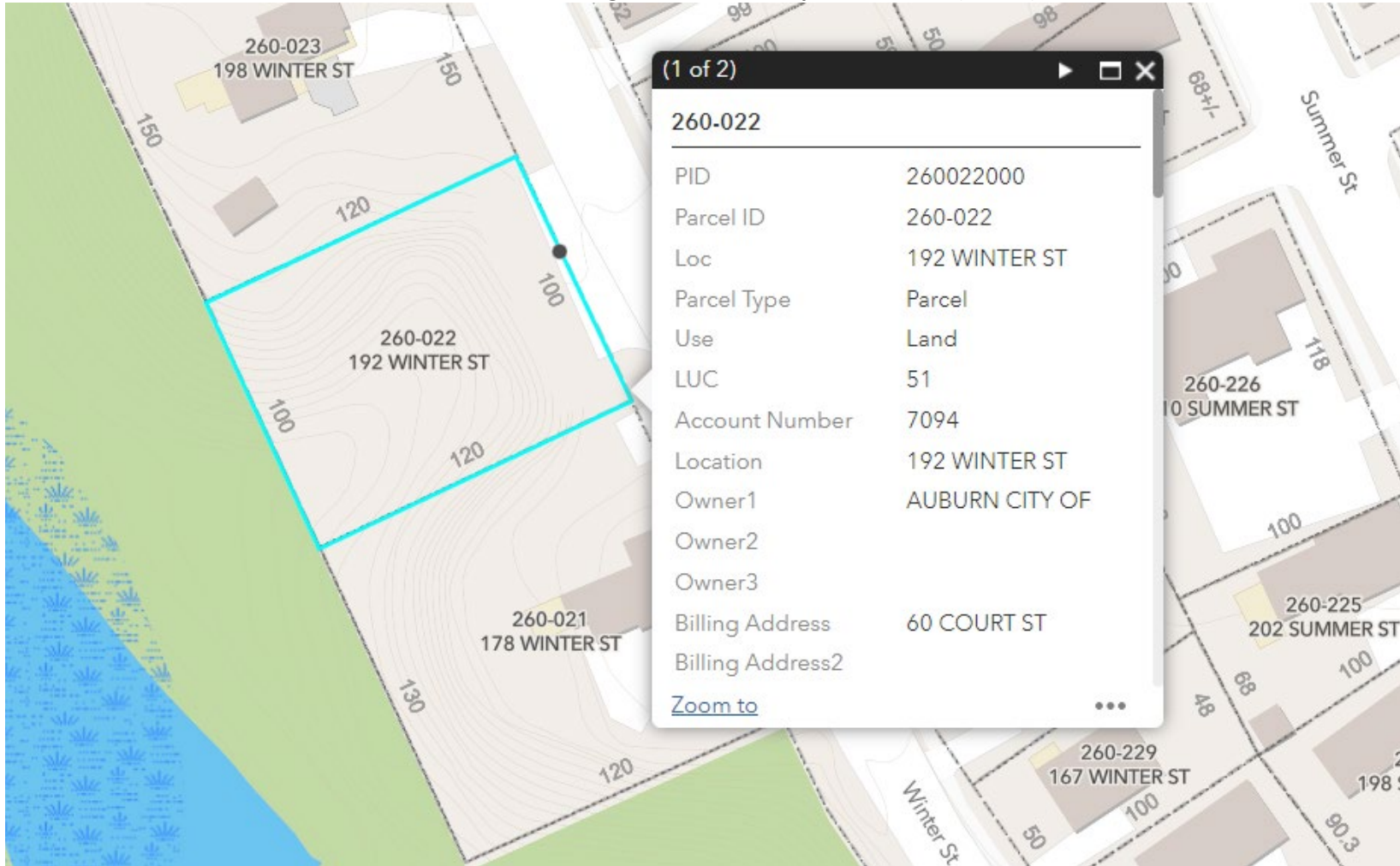
18 Western Prom
.12 Acres +/-
Zoned: Traditional Downtown Neighborhood (T-4.2)



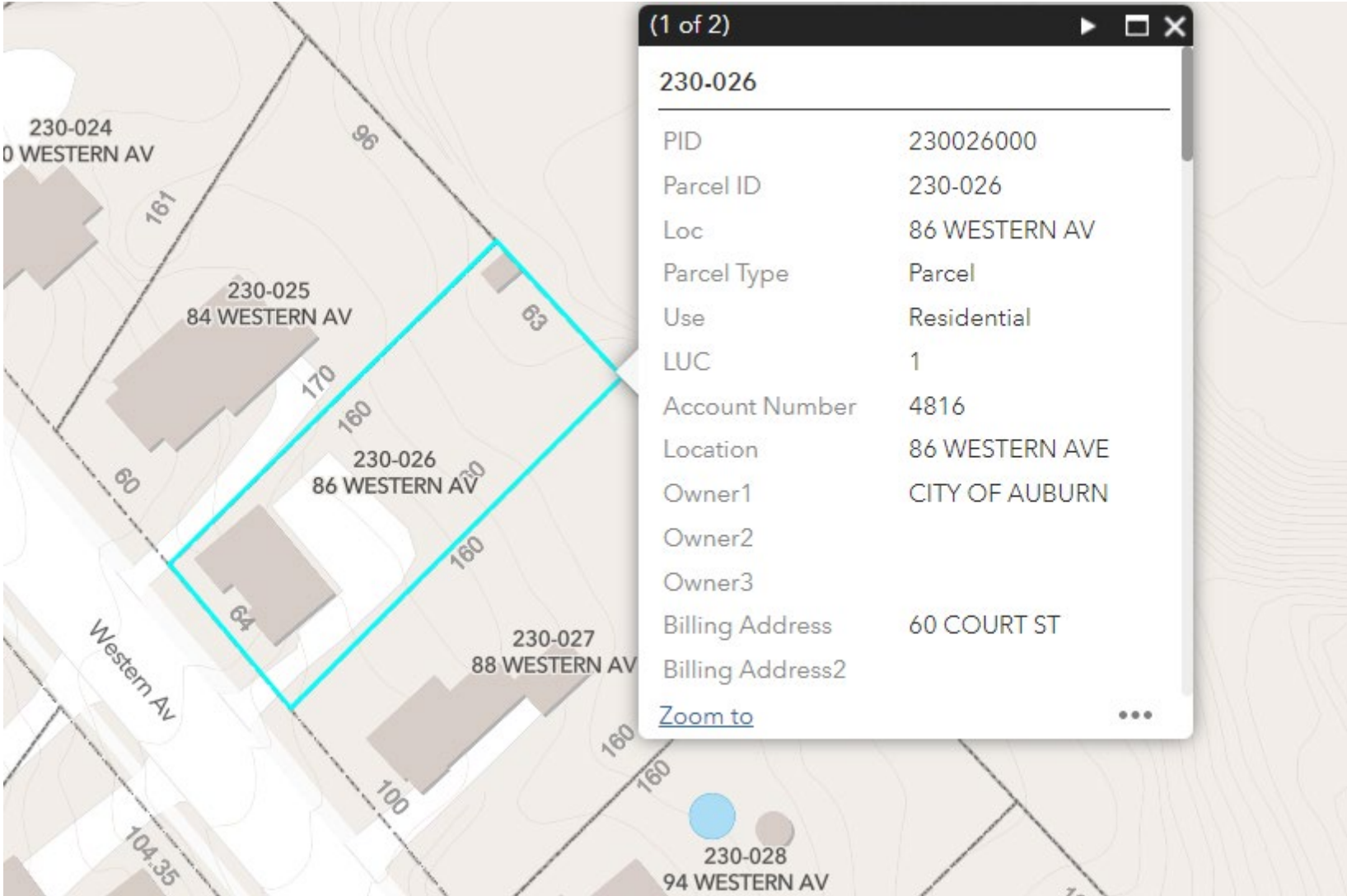
Willard Road
.09 Acres +/-
Zoned: Rural Residential



192 Winter Street
.28 Acres +/-
Zoned: Traditional Neighborhood Development District (T-4.2B)



86 Western Ave
.23 Acres +/-
Zoned: Traditional Neighborhood Development District (T-4.2B)





ORDER 74-06052023

City Council Order

IN CITY COUNCIL

ORDERED, the City Council hereby authorizes the City Manager to execute the sale of 188 Chicoine Avenue, Parcel ID 226-027 (city-owned property) through Bill Bergeron with Fontaine Family Realty.

Richard Whiting, Ward One
Joseph Morin, Ward Four
Belinda A. Gerry, At Large

Ryan Hawes, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Dana Staples, At Large
Phillip L. Crowell, Jr., City Manager



ORDER 75-06052023

City Council Order

IN CITY COUNCIL

ORDERED, the City Council hereby authorizes the City Manager to execute the sale of Garfield Road, Parcel ID 216-062 (city-owned property) through Bill Bergeron with Fontaine Family Realty.

Richard Whiting, Ward One
Joseph Morin, Ward Four
Belinda A. Gerry, At Large

Ryan Hawes, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Dana Staples, At Large
Phillip L. Crowell, Jr., City Manager



ORDER 76-06052023

City Council Order

IN CITY COUNCIL

ORDERED, the City Council hereby authorizes the City Manager to execute the sale of 126 Goff Street, Parcel ID 250-382 (city-owned property) through Bill Bergeron with Fontaine Family Realty.

Richard Whiting, Ward One
Joseph Morin, Ward Four
Belinda A. Gerry, At Large

Ryan Hawes, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Dana Staples, At Large
Phillip L. Crowell, Jr., City Manager



ORDER 77-06052023

City Council Order

IN CITY COUNCIL

ORDERED, the City Council hereby authorizes the City Manager to execute the sale of 140 Northern Avenue, Parcel ID 271-080-001 (city-owned property) through Bill Bergeron with Fontaine Family Realty.

Richard Whiting, Ward One
Joseph Morin, Ward Four
Belinda A. Gerry, At Large

Ryan Hawes, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Dana Staples, At Large
Phillip L. Crowell, Jr., City Manager



ORDER 78-06052023

City Council Order

IN CITY COUNCIL

ORDERED the City Council hereby authorizes the City Manager to execute the sale of Smith Street, Parcel ID 198-063 (city-owned property) through Bill Bergeron with Fontaine Family Realty.

Richard Whiting, Ward One
Joseph Morin, Ward Four
Belinda A. Gerry, At Large

Ryan Hawes, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Dana Staples, At Large
Phillip L. Crowell, Jr., City Manager



ORDER 79-06052023

City Council Order

IN CITY COUNCIL

ORDERED, the City Council hereby authorizes the City Manager to execute the sale of South Witham Road, Parcel ID 161-009 (city-owned property) through Bill Bergeron with Fontaine Family Realty.

Richard Whiting, Ward One
Joseph Morin, Ward Four
Belinda A. Gerry, At Large

Ryan Hawes, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Dana Staples, At Large
Phillip L. Crowell, Jr., City Manager



ORDER 80-06052023

City Council Order

IN CITY COUNCIL

ORDERED, the City Council hereby authorizes the City Manager to execute the sale of Union Street, Parcel ID 240-169 (city-owned property) through Bill Bergeron with Fontaine Family Realty.

Richard Whiting, Ward One
Joseph Morin, Ward Four
Belinda A. Gerry, At Large

Ryan Hawes, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Dana Staples, At Large
Phillip L. Crowell, Jr., City Manager



ORDER 81-06052023

City Council Order

IN CITY COUNCIL

ORDERED, the City Council hereby authorizes the City Manager to execute the sale of 18 Western Prom, Parcel ID 250-383 (city-owned property) through Bill Bergeron with Fontaine Family Realty.

Richard Whiting, Ward One
Joseph Morin, Ward Four
Belinda A. Gerry, At Large

Ryan Hawes, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Dana Staples, At Large
Phillip L. Crowell, Jr., City Manager



ORDER 82-06052023

City Council Order

IN CITY COUNCIL

ORDERED, the City Council hereby authorizes the City Manager to execute the sale of 59 Willard Road, Parcel ID 266-045 (city-owned property) through Bill Bergeron with Fontaine Family Realty.

Richard Whiting, Ward One
Joseph Morin, Ward Four
Belinda A. Gerry, At Large

Ryan Hawes, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Dana Staples, At Large
Phillip L. Crowell, Jr., City Manager



ORDER 83-06052023

City Council Order

IN CITY COUNCIL

ORDERED, the City Council hereby authorizes the City Manager to execute the sale of 192 Winter Street, Parcel ID 260-022 (city-owned property) through Bill Bergeron with Fontaine Family Realty.

Richard Whiting, Ward One
Joseph Morin, Ward Four
Belinda A. Gerry, At Large

Ryan Hawes, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Dana Staples, At Large
Phillip L. Crowell, Jr., City Manager



ORDER 84-06052023

City Council Order

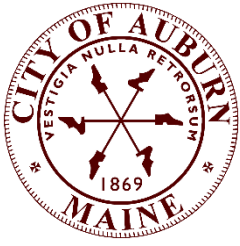
IN CITY COUNCIL

ORDERED, the City Council hereby authorizes the City Manager to execute the sale of 86 Western Ave, Parcel ID 230-026 (city-owned property) through Bill Bergeron with Fontaine Family Realty.

Richard Whiting, Ward One
Joseph Morin, Ward Four
Belinda A. Gerry, At Large

Ryan Hawes, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Dana Staples, At Large
Phillip L. Crowell, Jr., City Manager



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: June 5, 2023

Ordinance: 05-06052023

Author: Sue Clements-Dallaire, City Clerk

Subject: Proposed amendment to Appendix A – Fees and Charges (Streets, Sidewalks, and other Public Places)

Information: Staff is recommending the following amendment to Appendix A to the Code of Ordinances, City of Auburn, Maine – Fees and Charges (Streets, Sidewalks, and other Public Places).

Excavation/Street Opening Permits—per square foot*:

Newly constructed, reconstructed or repaved street 6.00

Paved streets 5.00

Gravel streets and shoulders 3.00

Construction areas (streets scheduled for full-depth construction 5.00

**Applicability Date: Notwithstanding the provisions of 1 M.R.S. § 302 or any other law to the contrary, the amendments to this Appendix A evidenced by Ordinance 05-06052023, when enacted, shall govern any proposed excavation/street opening for which an application has not been submitted and finally acted upon by the City prior to June 5, 2023.*

City Budgetary Impacts: N/A

Staff Recommended Action: Recommend passage of first reading.

Previous Meetings and History: N/A

City Manager Comments:

I concur with the recommendation. Signature:

Attachments:



City Council Ordinance

IN CITY COUNCIL

TITLE: Appendix A – Fees and Charges (Streets, Sidewalks, and other Public Places)

Be it ordained, that the City Council hereby amends Appendix A to the Code of Ordinances, City of Auburn, Maine – Fees and Charges (Streets, Sidewalks, and other Public Places) as follows:

Streets, Sidewalks and Other Public Places

Display of goods permit—each 0.00

Excavation permits:

~~Minimum charge—single continuous work area 10.00~~

~~Maximum charge—single continuous work area 500.00~~

Excavation/Street Opening Permits—per square foot*:

Newly constructed, reconstructed or repaved street 6.00

Paved streets 5.00

Gravel streets and shoulders 3.00

Construction areas (streets scheduled for full-depth construction 5.00

**Applicability Date: Notwithstanding the provisions of 1 M.R.S. § 302 or any other law to the contrary, the amendments to this Appendix A evidenced by Ordinance 05-06052023, when enacted, shall govern any proposed excavation/street opening for which an application has not been submitted to and finally acted upon by the City prior to June 5, 2023.*

Sidewalk openings—per square foot:

Concrete, brick, bituminous 1.50

Other openings:

1.00 for all other materials

Entrance permit—each 20.00

Private property N/C

Inspection of improvements in developments:

Streets to be accepted by city—as percentage of estimated costs of required public improvements 2%

Private streets—as percentage of estimated costs of required public-type improvements 2%

Special exceptions—the greater of:

Richard Whiting, Ward One
Joseph Morin, Ward Four
Belinda A. Gerry, At Large

Ryan Hawes, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Dana Staples, At Large
Phillip L. Crowell, Jr., City Manager



City Council Ordinance

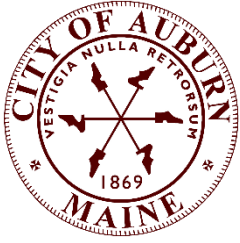
Minimum 200.00

Percentage of public type improvements 2%

Richard Whiting, Ward One
Joseph Morin, Ward Four
Belinda A. Gerry, At Large

Ryan Hawes, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Dana Staples, At Large
Phillip L. Crowell, Jr., City Manager



City of Auburn City Council Information Sheet

Council Workshop or Meeting Date: June 5, 2023

Subject: Executive Session

Information: Economic development, pursuant to 1 M.R.S.A. Section 405(6) (C) which premature disclosure would prejudice the competitive or bargaining position of the city.

Executive Session: On occasion, the City Council discusses matters which are required or allowed by State law to be considered in executive session. Executive sessions are not open to the public. The matters that are discussed in executive session are required to be kept confidential until they become a matter of public discussion. In order to go into executive session, a Councilor must make a motion in public. The motion must be recorded, and 3/5 of the members of the Council must vote to go into executive session. An executive session is not required to be scheduled in advance as an agenda item, although when it is known at the time that the agenda is finalized, it will be listed on the agenda. The only topics which may be discussed in executive session are those that fall within one of the categories set forth in Title 1 M.R.S.A. Section 405(6). Those applicable to municipal government are:

A. Discussion or consideration of the employment, appointment, assignment, duties, promotion, demotion, compensation, evaluation, disciplining, resignation or dismissal of an individual or group of public officials, appointees or employees of the body or agency or the investigation or hearing of charges or complaints against a person or persons subject to the following conditions:

- (1) An executive session may be held only if public discussion could be reasonably expected to cause damage to the individual's reputation or the individual's right to privacy would be violated;
- (2) Any person charged or investigated must be permitted to be present at an executive session if that person so desires;
- (3) Any person charged or investigated may request in writing that the investigation or hearing of charges or complaints against that person be conducted in open session. A request, if made to the agency, must be honored; and
- (4) Any person bringing charges, complaints or allegations of misconduct against the individual under discussion must be permitted to be present. This paragraph does not apply to discussion of a budget or budget proposal;

B. Discussion or consideration by a school board of suspension or expulsion of a public school student or a student at a private school, the cost of whose education is paid from public funds, as long as:

- (1) The student and legal counsel and, if the student is a minor, the student's parents or legal guardians are permitted to be present at an executive session if the student, parents or guardians so desire;

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;

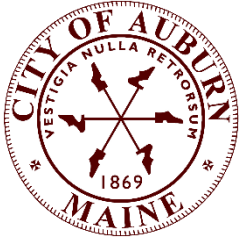
D. Discussion of labor contracts and proposals and meetings between a public agency and its negotiators. The parties must be named before the body or agency may go into executive session. Negotiations between the representatives of a public employer and public employees may be open to the public if both parties agree to conduct negotiations in open sessions;

E. Consultations between a body or agency and its attorney concerning the legal rights and duties of the body or agency, pending or contemplated litigation, settlement offers and matters where the duties of the public body's or agency's counsel to the attorney's client pursuant to the code of professional responsibility clearly conflict with this subchapter or where premature general public knowledge would clearly place the State, municipality or other public agency or person at a substantial disadvantage;

F. Discussions of information contained in records made, maintained or received by a body or agency when access by the general public to those records is prohibited by statute;

G. Discussion or approval of the content of examinations administered by a body or agency for licensing, permitting or employment purposes; consultation between a body or agency and any entity that provides examination services to that body or agency regarding the content of an examination; and review of examinations with the person examined; and

H. Consultations between municipal officers and a code enforcement officer representing the municipality pursuant to Title 30-A, section 4452, subsection 1, paragraph C in the prosecution of an enforcement matter pending in District Court when the consultation relates to that pending enforcement matter.



City of Auburn City Council Information Sheet

Council Workshop or Meeting Date: June 5, 2023

Subject: Executive Session

Information: Personnel matter (City Manager's evaluation), pursuant to 1 M.R.S.A. Section 405(6) (A).

Executive Session: On occasion, the City Council discusses matters which are required or allowed by State law to be considered in executive session. Executive sessions are not open to the public. The matters that are discussed in executive session are required to be kept confidential until they become a matter of public discussion. In order to go into executive session, a Councilor must make a motion in public. The motion must be recorded, and 3/5 of the members of the Council must vote to go into executive session. An executive session is not required to be scheduled in advance as an agenda item, although when it is known at the time that the agenda is finalized, it will be listed on the agenda. The only topics which may be discussed in executive session are those that fall within one of the categories set forth in Title 1 M.R.S.A. Section 405(6). Those applicable to municipal government are:

A. Discussion or consideration of the employment, appointment, assignment, duties, promotion, demotion, compensation, evaluation, disciplining, resignation or dismissal of an individual or group of public officials, appointees or employees of the body or agency or the investigation or hearing of charges or complaints against a person or persons subject to the following conditions:

- (1) An executive session may be held only if public discussion could be reasonably expected to cause damage to the individual's reputation or the individual's right to privacy would be violated;
- (2) Any person charged or investigated must be permitted to be present at an executive session if that person so desires;
- (3) Any person charged or investigated may request in writing that the investigation or hearing of charges or complaints against that person be conducted in open session. A request, if made to the agency, must be honored; and
- (4) Any person bringing charges, complaints or allegations of misconduct against the individual under discussion must be permitted to be present. This paragraph does not apply to discussion of a budget or budget proposal;

B. Discussion or consideration by a school board of suspension or expulsion of a public school student or a student at a private school, the cost of whose education is paid from public funds, as long as:

- (1) The student and legal counsel and, if the student is a minor, the student's parents or legal guardians are permitted to be present at an executive session if the student, parents or guardians so desire;

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. Discussion of labor contracts and proposals and meetings between a public agency and its negotiators. The parties must be named before the body or agency may go into executive session. Negotiations between the representatives of a public employer and public employees may be open to the public if both parties agree to conduct negotiations in open sessions;

E. Consultations between a body or agency and its attorney concerning the legal rights and duties of the body or agency, pending or contemplated litigation, settlement offers and matters where the duties of the public body's or agency's counsel to the attorney's client pursuant to the code of professional responsibility clearly conflict with this subchapter or where premature general public knowledge would clearly place the State, municipality or other public agency or person at a substantial disadvantage;

F. Discussions of information contained in records made, maintained or received by a body or agency when access by the general public to those records is prohibited by statute;

G. Discussion or approval of the content of examinations administered by a body or agency for licensing, permitting or employment purposes; consultation between a body or agency and any entity that provides examination services to that body or agency regarding the content of an examination; and review of examinations with the person examined; and

H. Consultations between municipal officers and a code enforcement officer representing the municipality pursuant to Title 30-A, section 4452, subsection 1, paragraph C in the prosecution of an enforcement matter pending in District Court when the consultation relates to that pending enforcement matter.