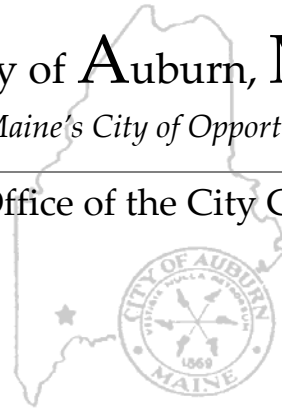


City of Auburn, Maine

"Maine's City of Opportunity"

Office of the City Clerk



Council Meeting Agenda Packet

June 15, 2009

This packet contains the City Council Agenda and supporting documents. The items in this packet are bookmarked in Adobe Acrobat .pdf format. You may need to click on the Bookmark tab on the left to open the Bookmark window. If you do not see a Bookmark tab on the left, you may need to select the Show/Hide Navigation Pane button in your icon toolbar above or update your version of the Adobe Reader. You can download the free Adobe Reader application at www.adobe.com.



City Council Meeting and Workshop June 15, 2009

*"While your responsibility may
be individual, your authority is
collective" ¹*

Agenda

5:30 p.m. Workshop

- A. Discussion: Continuation of Request for Tax Abatement from Ideal Tag A Long (20 min)
- B. Discussion: Amendment to Tax Acquired Property Policy (20 min)
- C. Discussion: Proposed Ordinance – Post Construction Stormwater Management Ordinance (20 min)
- D. Discussion: Re-location of Transit Station (15 min)

7:00 p.m. City Council Meeting

I. Consent Items – All items listed with an asterisk (*) are considered as routine and will be approved in one motion. There will be no separate discussion of these items unless a Councilor or citizen so requests. If requested, the item will be removed from the consent agenda and considered in the order it appears on the agenda.

II. Minutes

*061509-00 Minutes of June 1, 2009

III. Reports

Mayor

Business Appreciation Program – “Mustard’s Last Stand” Jason Parker & Woody Mawhinney
Appointment to the 9-1-1 Committee

City Councilors

- **Michael Farrell:** Water Dist., L/A Jt. City Council Planning, Audit and Procurement, Neighborhood Stabilization Program Advisory Committee
- **Bob Hayes:** Railroad, Library, Audit and Procurement
- **Dan Herrick:** MMWAC, Auburn Housing
- **David Young:** A-L Airport, L/A Joint City Council Planning, Cable TV Adv Board
- **Ray Berube:** LAEGC, Planning Board, L/A Joint City/School, ABDC, AVCOG
- **Bob Mennealy:** Sewer District, University of Maine L-A,
- **Ron Potvin:** School Committee, LATC, L/A Joint City/School

City Manager

Finance Report – Month of May

IV. Communications, Presentations and Recognitions

*061509-00 Communication from Liberty Festival Committee Re: Mass Gathering Permit

V. Open Session – Members of the public are invited to speak to the Council about any issue directly related to City business which is *not* on this agenda

VI. Unfinished Business

- 061509-01 Resolve – (Tabled 6/1/09) Disposition of Tax Acquired Property (0 Brann Avenue)
- 061509-02 Order – Authorizing the Issuance and Sale of Capital Improvement Bonds in the amount of \$6,500,000 (2nd Reading – Public Hearing)
- 061509-03 Resolve – Approving Capital Purchases – Special Revenue (CIP3) for FY2010 - \$491,080 (2nd Reading)
- 061509-04 Ordinance – Amendment to the Zoning Map in the Vicinity of Lake Auburn Avenue (2nd Reading)

VII. New Business

- 061509-05 Public Hearing and action on Special Amusement Permit for Lavish LLC, d/b/a Lavish, 34 Court Street, Auburn (**REMOVED FROM AGENDA**)
- 061509-06 Ordinance – Amendment to Chapter 29 – Large Scale Development (1st Reading)
- 061509-07 Resolve – Authorize One Single Polling Location (Public Hearing)
- 061509-08 Executive Session – Labor Negotiations – Police Command Unit (Title 1, Section 405, Subsection 6D, MRSA)
- 061509-09 Resolve – Authorize City Manager to Execute Contract with Police Command Unit
- 061509-10 Executive Session – Economic Development (Title 1, Section 405, Subsection 6C, MRSA)
- 061509-11 Executive Session – Labor Negotiations – Teamsters Local Union #340 (Public Works) (Title 1, Section 405, Subsection 6D, MRSA)

VIII. Open Session - Members of the public are invited to speak to the Council about any issue directly related to City business which is *not* on the agenda.

IX. Future Agenda/Workshop Items

X. ADJOURNMENT

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. Those applicable to municipal government are:

1. Discussion of personnel issues
2. Discussion or consideration of the condition, acquisition, or the use of real or personal property or economic development if premature disclosure of the information would prejudice the competitive or bargaining position of the body or agency.
3. Discussion of labor contracts and proposals and meetings between a public agency and its negotiators.
4. Consultations between a body or agency and its attorney
5. Discussion 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.
6. Discussion or approval of the content of examinations administered by a body or agency for licensing, permitting or employment purposes
7. Consultations between municipal officers and a code enforcement officer relating to enforcement matter pending in District Court.

City of Auburn, Maine

"Maine's City of Opportunity"

Office of the Assessor

CHERYL DUBOIS, C.M.A.
CITY ASSESSOR
STATE CERTIFIED RESIDENTIAL
APPRAISER CR # 576

KAREN SCAMMON, C.M.A.
CITY APPRAISER

RENEE LACHAPELLE, SRA
CITY APPRAISER, C.M.A.
STATE CERTIFIED GENERAL
APPRAISER CG# 116

WORKSHOP ITEM A

6/10/2009

City Manager Glenn Aho
Mayor John Jenkins and City Council

Ref: Abatement by City Council for 2007/2008 & 2006/2007
Ideal Tag A Long INC
PID # 208-064
575 Minot Avenue

Upon request of the City Council made June 1, 2009, I have reviewed the property records for the subject parcel for fiscal years 2006/2007 and 2007/2008. I have calculated the contributory value of the 800 square foot loft and the garage. Listed below is the amount of taxes that were attributed to those amenities.

	2006/2007	2007/2008
800 square foot loft	\$ 12,800	\$ 13,800
Garage	\$ 5,600	\$ 8,200
	\$ 18,400	\$ 22,000
Tax Rate	0.02435	0.01928
Taxes	\$ 448.04	\$ 424.16

Respectfully,

Cheryl Dubois, C.M.A.
City Assessor



City of Auburn Workshop Item B

Policy Regarding the Acquisition and Disposition of Tax Acquired Property

Article 1. Purpose

The purpose of this policy is to establish a procedure for the management, administration and disposition of real property acquired due to non-payment of taxes in accordance with Title 36 MRSA Sections 942 and 943 as amended. It is in the City's and the residents' best interest to have a clear policy with respect to the disposal of tax acquired property and to have that property disposed of efficiently as possible in order to:

- Return properties to the tax rolls;
- Reduce the opportunity for neighborhood blight by not having buildings or lots sit vacant and untended, thus potentially becoming an eyesore and a target for vandalism;
- Preserve neighborhoods by having properties sold in a timely manner, thus reducing the likelihood of deterioration or becoming dilapidated.

Article 2. Administration – "Tax Acquired Property Management Committee"

Section 2.1 Committee Established. The City Manager will appoint a staff committee which will be called the "Tax Acquired Property Management Committee".

Section 2.2 Committee Composition. The committee will have representation from those departments as determined by the City Manager which have a direct relationship to property administration in the City of Auburn. Permanent members of the committee will be the Finance Director, Tax Collector, Purchasing Agent and a representative of the City Manager's Office. The City Manager will name the committee chairperson.

Section 2.3 Meetings. The Committee will meet as often as necessary to carry out the duties and responsibilities set forth in this policy.

Article 3. Duties and Responsibilities of the City Tax Collector and the Committee

Section 3.1 Review of Properties. At least forty five (45) days prior to the foreclosure date, the City Tax Collector shall identify each property on the list and notify all members of the committee of the impending foreclosure. The identification shall include, but is not limited to, the following: property tax map and lot number, property owner name, property location by street address, current property use if improved with buildings, and any other information available that the Tax Collector feels will be helpful to the committee.

Section 3.2 Notice to Departments. The Tax Collector shall notify the following departments of the impending foreclosure, and provide the list of properties and the same information as provided to the committee: the City Manager, Community Development, Assessing Department, Public Works Department, Engineering Division, Fire Department, Police Department, and City Clerk. In addition to the above named City departments, the Tax Collector will notify the Auburn Water District, the Auburn Sewer District and any other persons requesting such notification.

Section 3.3 Request for Department Review. At the time of the notice, the Tax Collector will request the departments to review the property list for the purpose of advising the committee of any properties which the City should not acquire through the lien foreclosure process. When appropriate, the department should perform a field visit to the property. In reviewing the list, each department will consider the criteria and guidelines established in this policy and by the Committee.

In order for the Committee to perform its work, each department must conduct its review and return its written findings and recommendations to the Tax Collector within five (5) business days.

Section 3.4 Guidelines Regarding the Sale or Disposition of Tax Acquired Property. All tax acquired properties will automatically be eligible for disposition immediately following foreclosure by the City with the following exceptions:

- In cases where the City has negotiated a payment plan with the owner for back taxes - prior to foreclosure, and payments are being made accordingly; and
- In cases where the City wishes to retain ownership for municipal purposes, such as open space, public improvements, sewers, storm drains, parks and recreation, public safety, transportation, education, right of ways, storage areas, etc., or the City wishes to convey the property for a use which serves the City's interests.

When reviewing properties that may be subject to foreclosure, the Committee and the affected departments will, at a minimum, consider the following guidelines and criteria in determining whether the City should: (1) retain the property for public use, (2) sell the property, or (3) waive foreclosure:

- the property is either unfit or unnecessary for City use;
- the City wishes to retain ownership for municipal purposes;
- the property is adjacent to publicly owned land;
- there are buildings on the property that should be demolished;
- there are environmental liabilities or hazards present on the site
- the property has investment or marketable value;
- there are uses that the property is suited for which meet the requirements of the City's zoning and land use ordinance;
- the property has value only to an abutter (provides additional set back, off street parking, etc.).

The Committee may consider additional criteria in formulating its recommendation to the Manager and City Council regarding disposition of the property.

Section 3.5 Committee Action/Recommendations. The committee will meet to review the comments received from each department. The Committee will then forward a recommendation to the City Manager for appropriate action. The Committee will meet in sufficient time before the foreclosure deadline in order for the City Manager and City Council to have sufficient time to take any action that may be necessary, including waiver of foreclosure.

Article 4. Sale and Marketing of Tax Acquired Properties

The City of Auburn will dispose of tax acquired properties by the following method.

Section 4.1 Sale to the Prior Owner. The City will first offer tax acquired property to the prior owner, it shall be offered upon the following conditions: Upon acquiring a property, the Tax Collector shall notify the prior owner that they have thirty (30) days within which to inform the City if they intend to redeem the foreclosed property. To redeem the property, the prior owner must pay all taxes assessed and unpaid, all interest on those unpaid taxes, all costs associated with the lien and foreclosure process and the estimated next fiscal year's property taxes if the redemption occurs after April 1st. If the prior owner has not entered into a payment plan or has not redeemed the property within sixty (60) days of the date of notification by the City, the City will proceed with the disposition in accordance with this policy. Nothing in this policy shall be construed to create any entitlement of reconveyance.

Section 4.2 Sale to Abutters. In the event the prior owner has declined or is unable to buy the property within the timeframe specified in Section 4.1, the property will be offered to all immediate abutters notifying them requesting a bid for of the assessed value and requiring a minimum bid of 50% of the assessed value of the property. Abutters will also be given the opportunity to provide additional information relating to nonconforming lots and the need for additional land to meet current zoning requirements. The Council will determine the outcome of all tax-acquired bids and reserves the right to accept or reject any proposal it receives. ~~If there is more than one acceptable proposal, and unless the City chooses to withdraw the property from the market, the highest offer will be accepted.~~ The City will provide tax title only through a quit claim deed.

Section 4.3 Public Sales. Once offered to the prior owner and abutting land owners the City may place tax-acquired parcels out to public sale. Depending on the type of property and its value, the City may use a variety of marketing methods, as indicated below. Regardless of the method, the City reserves the right to accept or reject any proposal it receives. The Finance Department will maintain an updated list of all tax acquired properties which are available for sale and which will be provided to the public upon request.

i. Sealed Bids. The City may offer properties for sale by sealed bid in conformance with the City charter and applicable statutes. This sale will be conducted by the City's Purchasing Agent within 90 days of the date of foreclosure. The City retains the sole discretion to accept or reject any bid

depending on whether the City determines a bid proposal meets the City's objectives.

ii. Request for Proposals. The City may solicit proposals using an RFP process.

iii. Real Estate Broker Contract. Vacant land, commercial, industrial, residential and multi-family residential properties which are determined to have investment or high sale value will be identified with a disclosure statement describing all property attributes. This disclosure statement will be obtained from the Assessing Department based on the available record and a field inspection when entry to the property can be obtained. The City may place these properties with a professional real estate broker to be marketed. If the properties are placed with a professional broker, they will be given a deadline within which to sell the property. If the property is not sold within that timeframe, thereafter if any broker produces a purchaser, which results in a sale, the broker will receive a commission.

Section 4.3. Rejection of Bid or Purchase Offer. All properties will be sold at a price acceptable to meet the City's priorities for reuse, taking into consideration the assessed value, the property's current condition, and potential use. Nothing in this policy shall limit or modify the discretion of the City Manager or the City Council to reject any bid offer to purchase, should they deem it in the best interests of the City to do so. All properties must be sold for uses in keeping with the City's zoning ordinance. The City may place criteria on the disposition of any property that meet or further the City's objectives including: the density of development, design standards, the intended use (even when the particular use is allowed in that zone), and evidence of the buyer's financial ability to develop the property.

Article 5. Occupied Residential Properties. Prior to the conveyance by the City of a foreclosed residential property, the City will manage the property in accordance with the provisions of Title 14 MRSA Section 8104-A. The purpose for this provision is to avoid any liability, or management responsibility with regard to ownership of the property.

The City may notify the occupants that the property has been foreclosed and is in the possession of the City of Auburn. The City may choose to evict the occupants in accordance with the law. If the City allows the occupants to continue to reside in the building, the City will notify the occupants that it will perform no maintenance on the property or buildings, that the City will accept no financial obligations or responsibilities to operate the buildings and that the continued occupancy of the property is at the sole discretion and risk of the tenant or leasee.

**CITY OF AUBURN
JUNE 1, 2009
CITY COUNCIL MEETING**

PRESENT

Mayor John T. Jenkins, Councilors Michael J. Farrell, Robert P. Hayes, Daniel R. Herrick, David C. Young, Raymond C. Berube, Ronald W. Potvin and Robert C. Mennealy, City Manager Glenn Aho, Assistant City Manager Laurie Smith, Finance Director Tracy Roy and City Clerk Mary Lou Magno. There were 34 people in the audience.

Mayor Jenkins called the meeting to order at 7:00 p.m. in the Council Chambers of the Auburn City Building with a salute to the flag.

CONSENT AGENDA

Councilor Berube moved to accept, approve and place on file the items marked with an asterisk. Seconded by Councilor Young. Vote: 7 Yeas.

***MINUTES OF MAY 18, 2009**

Approved under consent agenda.

REPORTS OF THE MAYOR

Mayor Jenkins called for a moment of silence for Tom French, Public Works employee, who recently passed away.

Mayor Jenkins introduced Lynn Lockwood, new Library Director; Library Board of Trustees President, Richard Trafton accompanied Ms. Lockwood.

APPOINTMENT TO 9-1-1 COMMITTEE

None

REPORTS OF CITY COUNCILORS

Councilors reported on their respective Council Committee Assignments.

REPORTS OF THE CITY MANAGER

No Reports

COMMUNICATIONS, PRESENTATIONS, AND RECOGNITIONS

***COMMUNICATION FROM WOMEN'S LITERARY UNION RE: WAIVE FEE FOR
GARAGE SALE PERMIT**

Approved under consent agenda.

***COMMUNIATION FROM GREAT FALLS BALLOON FESTIVAL COMMITTEE
RE: REQUEST FOR SERVICES**

Approved under consent agenda.

COMMUNICATION FROM GRITTY'S RE: USE OF CITY PROPERTY

Councilor Potvin moved to accept the communication, place it on file, and that Gritty's can use City Property for special events through July 15th, at which time the City will have made a decision regarding the original request to go through the end of October. Seconded by Councilor Berube. Vote: 7 Yeas.

OPEN SESSION

Marie Herrick, 470 Hatch Road, and her grand-daughter Emma, presented Mayor Jenkins a photo of he and Emma.

John Morris, teacher and students Tyler Bisbee and Heather Beaulieu all from Franklin School requested that they be part of the creation and design of the Main Street Wall Project.

Gary Simard, 157 Cook Street.

CLOSED OPEN SESSION**UNFINISHED BUSINESS****1. RESOLVE – (TABLED 5/18/09) DISPOSITION OF TAX ACQUIRED PROPERTY
(0 BRANN AVENUE)**

Councilor Potvin moved to remove this item from the table. Seconded by Councilor Hayes. Vote: 7 Yeas.

The following residents made comments regarding the above resolve: Jonathan Turgeon, 274 Manley Road; Roxanne Fryover, 31 Royal Avenue; William Clough, 37 Royal Avenue; and Chris Schnopp.

Councilor Hayes moved to table. Seconded by Councilor Farrell. Vote: 5 Yeas with Councilor Potvin voting Nay and Councilor Herrick abstaining.

NEW BUSINESS**2. ORDER – AUTHORIZING THE ISSUANCE AND SALE OF CAPITAL IMPROVEMENT
BONDS IN THE AMOUNT OF \$6,500,000 (1ST READING – PUBLIC HEARING)**

Councilor Hayes moved for acceptance of first reading. Seconded by Councilor Berube.

Mayor Jenkins opened and closed the public hearing with no public comment.

Vote: 6 Yeas, No Nays, (Councilor Mennealy out of the room)

**2A. RESOLVE – APPROVING CAPITAL PURCHASES – SPECIAL REVENUE
(CIP3) FOR FY2010 - \$491,080 (1ST READING)**

Councilor Farrell moved for acceptance of first reading. Seconded by Councilor Mennealy. Vote: 7 Yeas.

**3. ORDINANCE – AMENDMENT TO THE ZONING MAP IN THE VICINITY OF LAKE
AUBURN AVENUE FROM URBAN RESIDENTIAL TO MULTI-FAMILY
URBAN (1ST READING)**

Councilor Berube moved for acceptance of first reading. Seconded by Councilor Herrick.

Eric Cousens, City Planner, answered Councilors questions.

Vote: 7 Yeas.

**4. RESOLVE – AMENDMENT TO COMMUNITY DEVELOPMENT PROGRAM
2008 ACTION PLAN (PUBLIC HEARING)**

Councilor Berube moved for passage of the resolve. Seconded by Councilor Potvin.

Mayor Jenkins opened and closed the public hearing with no public comment.

Vote: 7 Yeas.

**5. RESOLVE – AUTHORIZE THE CITY MANAGER TO EXECUTE AN OPTION FOR
WEBSTER SCHOOL TO AUBURN HOUSING AUTHORITY**

Councilor Berube moved for passage of the resolve. Seconded by Councilor Herrick.

Rick Whiting, Executive Director, Auburn Housing Authority, answered Councilors questions.

Councilor Herrick moved to amend by adding that the Auburn Housing Authority will pay the City of Auburn \$2,500 for this option. Seconded by Councilor Young.

Vote on the amendment: 7 Yeas.

Councilor Potvin moved to amend that the proceeds from the sale of this property be forwarded to the School Department for the development of the new High School. *No second.*

Vote on passage of the resolve amended: 7 Yeas.

**6. PUBLIC HEARING – SPECIAL AMUSEMENT PERMIT FOR CLUB TEXAS, 150
CENTER STREET**

Mayor Jenkins opened and closed the public hearing with no public comment.

Councilor Berube moved to approve the Special Amusement Permit until December 18, 2009.

Seconded by Councilor Farrell. Vote: 7 Yeas.

7. RESOLVE – ACCEPTING FORFEITED FUNDS (\$840)

Councilor Farrell moved for passage of the resolve. Seconded by Councilor Berube. Vote: 7 Yeas.

8. RESOLVE – ACCEPTING FORFEITED FUNDS (\$729)

Councilor Berube moved for passage of the resolve. Seconded by Councilor Farrell. Vote: 7 Yeas.

**9. RESOLVE – COMMITMENT OF U.S. DEPARTMENT OF ENERGY GRANT FUNDS
(\$105,200) UNDER THE AMERICAN RECOVERY AND REINVESTMENT
ACT OF 2009**

Councilor Berube moved for passage of the resolve. Seconded by Councilor Herrick. Vote: 7 Yeas.

10. RESOLVE – CITY MANAGER'S EMPLOYMENT AGREEMENT ADJUSTMENTS

Councilor Berube moved for passage of the resolve. Seconded by Councilor Hayes. Vote: 6 Yeas with Councilor Potvin voting Nay.

OPEN SESSION

No one spoke

CLOSED OPEN SESSION

Future Agenda/Workshop Items

Use of City Property

ADJOURNMENT – 8:25 P.M.

Councilor Berube moved to adjourn. Seconded by Councilor Herrick. Vote: 7 Yeas.

A TRUE RECORD

ATTEST: _____

CITY CLERK

City of Auburn, Maine

FINANCIAL MANAGEMENT REPORT MAY 2009



PREPARED BY THE FINANCE DEPARTMENT
TRACY ROY, FINANCE DIRECTOR

City of Auburn, Maine

"Maine's City of Opportunity"

Financial Services



TO: Glenn E. Aho, City Manager
FROM: Tracy Roy, Finance Director
REF: May 2009 Financials
DATE: June 11, 2009

Attached please find the financial report for the month of May 2009. The City's major revenue sources – personal property taxes were due on August 25th. The first half of the real estate taxes were due on September 15th, and the second half were due on March 16th. As a guideline for tracking purposes, revenues and expenditures should amount to approximately 92% of the annual budget. However, not all costs and revenues are distributed evenly throughout the year; individual line items can vary based upon cyclical activity.

Revenues

Revenues collected through May 31st were \$62,364,971, or 94.18%, of the budget. The accounts listed below are noteworthy.

- A. Personal Property Taxes were due on August 27th. The second payment of the Real Estate Taxes were due on March 17. We have collected 95.91% of the budgeted amount. May 31, 2008 the City had collected 96.45%.
- B. Homestead Exemption has been fully received.
- C. Penalties & Interest are above anticipation due to collection of 2006 and 2007 real estate and personal property taxes.
- D. Welfare Reimbursement is above anticipation. The City receives a fifty percent reimbursement for Health and Social services Assistance.
- E. The City of Lewiston account has been fully received.
- F. Public Safety Charge for Services is above anticipation. This is attributed to Accident fees, False Alarms, Alarm Permits, Vehicle Rel/Nondrive & Driver, Photo & Tapes and Court fees.

CITY OF AUBURN
FINANCIALS -MAY 2009

- G. Recreation Programs has been fully received.
- H. Rental Income is higher due to the annual payment from Genesee & Wyoming Canada Inc. for the lease at the intermodal facility.

Expenditures

Expenditures through May 31st were \$57,853,635, or 87.37%, of the budget. Noteworthy variances are:

- A. Legal Services: General legal services are over-expended due to the unanticipated expenses relative to the Great Falls Plaza lawsuit.
- B. Health & Social Services Assistance: Increase in clients requesting assistance.
- C. Community Programs: Full payment of the appropriation for the Liberty Festival and Auburn Heritage was made in July.
- D. Debt Service: The first half of the debt service payments have been expended which included principal and interest, as well as the second half of the interest payments.
- E. Workers Compensation: The annual workers compensation transfer was made for both the City and School departments in October.
- F. Water and Sewer: Payment for fourth quarter was made in April.
- G. County Tax: The full payment to the County was due in August and made on schedule.

Investments

This section contains an investment schedule as of May 31st, as well as a comparison of the investments between May 31st and the prior month. Currently the City's funds are earning an average interest rate of .37%, compared to approximately 2.01% last year at this time.

Fiscal Year 2009 Projections

The City's projected revenues for the end of 2009 fiscal year are estimated to be \$40,000 below budget. This is attributed to State Revenue Sharing. The City's expenditures are on target for what was projected.

Respectfully Submitted,

Tracy Roy
Finance Director

CITY OF AUBURN, MAINE
BALANCE SHEET - GENERAL FUND
MAY 31, 2009

	May 31 2009	April 30 2009	Increase (Decrease)
<u>ASSETS</u>			
CASH	27,180,887	30,383,461	(3,202,574)
RECEIVABLES			-
ACCOUNTS RECEIVABLES	533,516	566,333	(32,817)
TAXES RECEIVABLE-CURRENT	1,871,987	2,273,622	(401,635)
DELINQUENT TAXES	394,404	394,392	12
TAX LIENS	464,734	484,658	(19,924)
NET DUE TO/FROM OTHER FUNDS	(12,632,293)	(11,448,489)	(1,183,804)
TOTAL ASSETS	17,813,236	22,653,978	(4,840,742)
<u>LIABILITIES & FUND BALANCES</u>			
ACCOUNTS PAYABLE	132,775	14,533	118,242
WAGES & TAXES PAYABLE	(286,594)	(67,945)	(218,650)
ACCRUED PAYROLL	3	3	-
STATE FEES PAYABLE	27,409	46,981	(19,572)
PREPAID TAXES			-
IN LIEU OF BONDS	62,697	62,697	-
DEFERRED REVENUE	2,308,352	2,729,887	(421,535)
TOTAL LIABILITIES	2,244,642	2,786,156	(541,515)
FUND BALANCE - NOT DESIGNATED	10,210,530	10,210,530	-
FUND BALANCE - DESIGNATED FOR WORKERS COMP & UNEMPLOYMENT			-
FUND BALANCE - DESIGNATED	1,134,224	1,134,224	-
NET CHANGE IN FUND BALANCE	4,223,841	8,523,068	(4,299,227)
TOTAL FUND BALANCES	15,568,595	19,867,822	(4,299,227)
TOTAL LIABILITIES AND FUND BALANCES	17,813,236	22,653,978	(4,840,742)

(0)

(0)

CITY OF AUBURN, MAINE REVENUES - GENERAL FUND COMPARATIVE AS OF May 31, 2009 vs. May 31, 2008						
REVENUE SOURCE	FY 2009 BUDGET	ACTUAL REVENUES THROUGH MAY 31	% OF TOTAL BUDGET	FY 2008 BUDGET	ACTUAL REVENUES THROUGH MAY 31	% OF TOTAL BUDGET
<u>TAXES</u>						
PROPERTY TAX REVENUE- PRIOR YEAR REVENUE	\$ 38,606,328	\$ 37,025,830	95.91%	\$ 40,042,391	\$ 38,233,268	95.48%
HOMESTEAD EXEMPTION REIMBURSEMENT	\$ 648,980	\$ 649,520	100.08%	\$ 650,917	\$ 651,221	100.05%
ALLOWANCE FOR ABATEMENT	\$ -	\$ -		\$ -	\$ -	
ALLOWANCE FOR UNCOLLECTIBLE TAXES	\$ -	\$ -		\$ -	\$ -	
EXCISE	\$ 3,200,000	\$ 2,830,906	88.47%	\$ 3,200,000	\$ 3,027,471	94.61%
PENALTIES & INTEREST	\$ 125,000	\$ 235,533	188.43%	\$ 90,000	\$ 168,351	187.06%
TOTAL TAXES	\$ 42,580,308	\$ 41,701,953	97.94%	\$ 43,983,308	\$ 43,211,946	98.25%
<u>LICENSES AND PERMITS</u>						
BUSINESS	\$ 49,900	\$ 45,475	91.13%	\$ 49,600	\$ 48,550	97.88%
NON-BUSINESS	\$ 309,200	\$ 249,200	80.60%	\$ 325,700	\$ 235,146	72.20%
TOTAL LICENSES	\$ 359,100	\$ 294,675	82.06%	\$ 375,300	\$ 283,696	75.59%
<u>INTERGOVERNMENTAL ASSISTANCE</u>						
STATE-LOCAL ROAD ASSISTANCE	\$ 450,000	\$ 353,013	78.45%	\$ 460,000	\$ 370,885	80.63%
STATE REVENUE SHARING	\$ 3,775,000	\$ 3,172,710	84.05%	\$ 3,775,000	\$ 3,614,191	95.74%
WELFARE REIMBURSEMENT	\$ 22,500	\$ 45,475	202.11%	\$ 22,500	\$ 17,557	78.03%
OTHER STATE AID	\$ 30,000	\$ 15,866	52.89%	\$ 25,000	\$ 14,205	56.82%
FEMA REIMBURSEMENT	\$ -	\$ 281,110		\$ -	\$ 32,824	
CITY OF LEWISTON	\$ 154,000	\$ 157,043	101.98%	\$ 150,000	\$ 168,214	112.14%
EDUCATION SUBSIDY	\$ 16,418,792	\$ 14,766,839	89.94%	\$ 16,118,582	\$ 14,853,259	92.15%
TOTAL INTERGOVERNMENTAL ASSISTANCE	\$ 20,850,292	\$ 18,792,055	90.13%	\$ 20,551,082	\$ 19,071,135	92.80%
<u>CHARGE FOR SERVICES</u>						
GENERAL GOVERNMENT	\$ 145,525	\$ 120,401	82.74%	\$ 163,950	\$ 196,628	119.93%
PUBLIC SAFETY	\$ 80,000	\$ 87,949	109.94%	\$ 71,000	\$ 62,984	88.71%
EMS TRANSPORT	\$ 310,000	\$ 7,304	2.36%	\$ 20,000	\$ 20,000	100.00%
EDUCATION	\$ 2,212,514	\$ 2,439,329	110.25%	\$ 2,132,980	\$ 2,525,325	118.39%
TOTAL CHARGE FOR SERVICES	\$ 2,748,039	\$ 2,654,983	96.61%	\$ 2,387,930	\$ 2,804,937	117.46%
<u>FINES</u>						
PARKING TICKETS & MISC FINES	\$ 65,000	\$ 33,679	51.81%	\$ 50,000	\$ 48,720	97.44%
<u>MISCELLANEOUS</u>						
INVESTMENT INCOME	\$ 400,000	\$ 272,607	68.15%	\$ 385,000	\$ 440,393	114.39%
INTEREST-BOND PROCEEDS	\$ 125,000	\$ 93,000	74.40%	\$ 125,000	\$ 125,000	100.00%
RENTS	\$ 132,500	\$ 131,437	99.20%	\$ 132,500	\$ 125,567	94.77%
UNCLASSIFIED	\$ 40,000	\$ 346,335	865.84%	\$ 75,000	\$ 24,193	32.26%
SALE OF RECYCLABLES	\$ 85,000	\$ 54,979	64.68%	\$ 60,000	\$ 86,918	144.86%
COMMERCIAL SOLID WASTE FEES	\$ 57,500	\$ 49,147	85.47%	\$ 56,000	\$ 49,857	89.03%
SALE OF PROPERTY	\$ 490,000	\$ 66,185	13.51%	\$ 30,000	\$ 42,428	141.43%
RECREATION PROGRAMS	\$ 20,000	\$ 20,000	100.00%	\$ 20,000	\$ 20,000	100.00%
MMWAC HOST FEES	\$ 190,400	\$ 181,042	95.09%	\$ 190,400	\$ 170,720	89.66%
9-1-1 DEBT SERVICE REIMBURSEMENT	\$ -	\$ -		\$ -	\$ -	0.00%
TRANSFER IN: TIF	\$ -	\$ (2,328,119)		\$ -	\$ -	
TRANSFER OUT: TIF	\$ (2,500,000)	\$ -	0.00%	\$ (3,500,000)	\$ (3,089,839)	88.28%
ENERGY EFFICIENCY	\$ -	\$ 1,013				
FUND BALANCE CONTRIBUTION	\$ 575,534	\$ -				
TOTAL MISCELLANEOUS	\$ (384,066)	\$ (1,112,374)	289.63%	\$ (2,426,100)	\$ (2,004,763)	82.63%
TOTAL GENERAL FUND REVENUES	\$ 66,218,673	\$ 62,364,971	94.18%	\$ 64,921,520	\$ 63,415,671	97.68%

CITY OF AUBURN, MAINE
EXPENDITURES - GENERAL FUND COMPARATIVE
AS OF May 31, 2009 vs. May 31, 2008

DEPARTMENT	FY 2009 BUDGET	ACTUAL EXPENDITURES THROUGH MAY 31	% OF TOTAL BUDGET	FY 2008 BUDGET	ACTUAL EXPENDITURES THROUGH MAY 31	% OF TOTAL BUDGET
ADMINISTRATION						
MAYOR AND COUNCIL	\$ 103,500	\$ 85,460	82.57%	\$ 102,275	\$ 95,974	93.84%
LEGAL SERVICES	\$ 55,000	\$ 62,052	112.82%	\$ 55,000	\$ 69,702	126.73%
CITY CLERK	\$ 140,367	\$ 128,273	91.38%	\$ 133,399	\$ 121,740	91.26%
CITY MANAGER	\$ 227,703	\$ 211,837	93.03%	\$ 214,776	\$ 146,239	68.09%
HUMAN RESOURCES	\$ 125,797	\$ 108,669	86.38%	\$ 110,878	\$ 107,668	97.11%
ASSESSING SERVICES	\$ 270,103	\$ 245,733	90.98%	\$ 267,575	\$ 238,995	89.32%
FINANCIAL SERVICES	\$ 374,058	\$ 316,875	84.71%	\$ 364,296	\$ 319,066	87.58%
CUSTOMER SERVICE	\$ 16,000	\$ 7,423	46.39%	\$ 16,000	\$ 9,733	60.83%
TOTAL ADMINISTRATION	\$ 1,312,528	\$ 1,166,320	88.86%	\$ 1,264,199	\$ 1,109,117	87.73%
COMMUNITY SERVICES						
HEALTH & SOCIAL SERVICES						
ADMINISTRATION	\$ 49,240	\$ 46,107	93.64%	\$ 47,798	\$ 40,975	85.73%
ASSISTANCE	\$ 48,450	\$ 84,835	175.10%	\$ 48,750	\$ 33,433	68.58%
INFORMATION SYSTEMS				\$ 196,562	\$ 188,610	95.95%
ICT	\$ 258,809	\$ 218,697	84.50%			
ENGINEERING	\$ 435,626	\$ 321,991	73.91%			
PLANNING & PERMITTING	\$ 829,982	\$ 722,206	87.01%	\$ 768,591	\$ 738,420	96.07%
PARKS AND RECREATION	\$ 613,361	\$ 538,638	87.82%	\$ 552,261	\$ 470,996	85.29%
PUBLIC LIBRARY	\$ 919,407	\$ 842,790	91.67%	\$ 919,407	\$ 842,790	91.67%
COMMUNITY PROGRAMS	\$ 13,650	\$ 13,781	100.96%	\$ 13,550	\$ 13,431	99.12%
TOTAL COMMUNITY SERVICES	\$ 3,168,525	\$ 2,789,045	88.02%	\$ 2,546,919	\$ 2,328,654	91.43%
FISCAL SERVICES						
DEBT SERVICE	\$ 7,026,199	\$ 7,209,999	102.62%	\$ 7,176,622	\$ 6,869,795	95.72%
PROPERTY	\$ 553,307	\$ 514,992	93.08%	\$ 543,614	\$ 527,269	96.99%
WORKERS COMPENSATION	\$ 200,000	\$ 200,000	100.00%	\$ 200,000	\$ 200,000	100.00%
WAGES & BENEFITS	\$ 4,120,408	\$ 3,845,060	93.32%	\$ 4,130,343	\$ 3,702,791	89.65%
EMERGENCY RESERVE	\$ 329,500	\$ -	0.00%	\$ 326,900	\$ -	0.00%
TOTAL FISCAL SERVICES	\$ 12,229,414	\$ 11,770,051	96.24%	\$ 12,377,479	\$ 11,299,855	91.29%
PUBLIC SAFETY						
EMERGENCY MGMT AGENCY	\$ 7,120	\$ 5,941	83.44%	\$ 6,678	\$ 7,298	109.28%
FIRE DEPARTMENT	\$ 3,642,524	\$ 3,248,905	89.19%	\$ 3,643,879	\$ 3,251,596	89.23%
POLICE DEPARTMENT	\$ 2,995,571	\$ 2,695,065	89.97%	\$ 2,712,013	\$ 2,606,817	96.12%
TOTAL PUBLIC SAFETY	\$ 6,645,215	\$ 5,949,911	89.54%	\$ 6,362,570	\$ 5,865,710	92.19%
PUBLIC WORKS						
PUBLIC WORKS DEPARTMENT	\$ 4,548,651	\$ 3,998,190	87.90%	\$ 4,667,059	\$ 4,266,239	91.41%
WATER AND SEWER	\$ 504,700	\$ 504,125	99.89%	\$ 472,500	\$ 484,033	102.44%
TOTAL PUBLIC WORKS	\$ 5,053,351	\$ 4,502,315	89.10%	\$ 5,139,559	\$ 4,750,272	92.43%
INTERGOVERNMENTAL PROGRAMS						
AUBURN-LEWISTON AIRPORT	\$ 96,750	\$ 96,750	100.00%	\$ 98,000	\$ 98,000	100.00%
E911 COMMUNICATION CENTER	\$ 950,589	\$ 950,589	100.00%	\$ 930,934	\$ 930,934	100.00%
LATC-PUBLIC TRANSIT	\$ 130,000	\$ 130,000	100.00%	\$ 117,994	\$ 117,994	100.00%
LAEGC-ECONOMIC COUNCIL	\$ 106,429	\$ 106,429	100.00%	\$ 106,429	\$ 53,215	50.00%
L-A ARTS	\$ 24,267	\$ 24,267	100.00%	\$ 22,680	\$ 22,680	100.00%
COUNTY TAX	\$ 1,969,765	\$ 1,969,765	100.00%	\$ 1,877,972	\$ 1,877,972	100.00%
TAX SHARING	\$ 325,000	\$ 288,615	88.80%	\$ 350,000	\$ 255,550	73.01%
TOTAL INTERGOVERNMENTAL	\$ 3,602,800	\$ 3,566,415	98.99%	\$ 3,504,009	\$ 3,356,344	95.79%
EDUCATION DEPARTMENT	\$ 34,206,840	\$ 28,108,963	82.17%	\$ 33,726,785	\$ 28,283,153	83.86%
TOTAL GENERAL FUND EXPENDITURES	\$ 66,218,673	\$ 57,853,020	87.37%	\$ 64,921,520	\$ 56,993,106	87.79%

**CITY OF AUBURN, MAINE
INVESTMENT SCHEDULE
AS OF MAY 31, 2009**

INVESTMENT	FUND	ACCOUNT BALANCE	INTEREST RATE	VALUE		WEIGHTED AVG YIELD
				BOOK	MARKET	
BANKNORTH MNY MKT	GENERAL FUND	5,024,730.12	0.35%	5,024,730.12	5,024,730.12	17,586.56
BANKNORTH MNY MKT	GF-WORKERS COMP	49,037.81	0.10%	49,037.81	49,037.81	49.04
BANKNORTH MNY MKT	GF-UNEMPLOYMENT	66,140.36	0.35%	66,140.36	66,140.36	231.49
BANKNORTH CD	GF-UNEMPLOYMENT	100,743.45	2.64%	100,743.45	100,743.45	2,659.63
BANKNORTH MNY MKT	SPECIAL REVENUE	1,746,967.41	0.35%	1,746,967.41	1,746,967.41	6,114.39
BANKNORTH MNY MKT	SR-PERMIT PARKING	195,740.09	0.35%	195,740.09	195,740.09	685.09
BANKNORTH MNY MKT	SR-TIF	2,799,167.43	0.35%	2,799,167.43	2,799,167.43	9,797.09
BANKNORTH MNY MKT	CAPITAL PROJECTS	6,009,918.20	0.35%	6,009,918.20	6,009,918.20	21,034.71
BANKNORTH MNY MKT	CAPITAL PROJECTS	271,242.37	0.35%	271,242.37	271,242.37	949.35
BANKNORTH CD	CAPITAL PROJECTS	32,550.18	2.96%	32,550.18	32,550.18	963.49
BANKNORTH MNY MKT	ICE ARENA	46,960.97	0.10%	46,960.97	46,960.97	46.96
GRAND TOTAL		16,343,198.39		16,343,198.39	16,343,198.39	0.37%

**CITY OF AUBURN, MAINE
INVESTMENT SCHEDULE
COMPARISON OF APRIL 30, 2009
AND MAY 31, 2009**

INVESTMENT	FUND	APRIL 30, 2009		MAY 31, 2009		INCREASE (DECREASE)	
		VALUE		VALUE		VALUE	
		BOOK	MARKET	BOOK	MARKET	BOOK	MARKET
BANKNORTH MNY MARKET	GENERAL FUND	5,024,713.86	5,024,698.12	5,024,730.12	5,024,730.12	16.26	32.00
BANKNORTH MNY MARKET	WORKERS COMP	49,033.65	49,029.62	49,037.81	49,037.81	4.16	8.19
BANKNORTH MNY MARKET	UNEMPLOYMENT	66,120.70	66,101.68	66,140.36	66,140.36	19.66	38.68
MBIA CLASS ACCOUNT	UNEMPLOYMENT	100,590.52	100,442.75	100,743.45	100,743.45	152.93	300.70
BANKNORTH MNY MARKET	SPECIAL REVENUE	1,746,951.97	1,746,937.03	1,746,967.41	1,746,967.41	15.44	30.38
BANKNORTH MNY MARKET	PERMIT PARKING	195,681.92	195,625.64	195,740.09	195,740.09	58.17	114.45
BANKNORTH MNY MARKET	TIF	2,799,151.33	2,799,135.76	2,799,167.43	2,799,167.43	16.10	31.67
BANKNORTH MNY MARKET	CAPITAL PROJECTS	6,009,900.39	6,009,883.16	6,009,918.20	6,009,918.20	17.81	35.04
BANKNORTH MNY MARKET	CAPITAL PROJECTS	271,161.76	271,083.78	271,242.37	271,242.37	80.61	158.59
BANK OF AMERICA	CAPITAL PROJECTS	32,507.11	32,436.89	32,550.18	32,550.18	43.07	113.29
BANKNORTH MNY MARKET	ICE ARENA	46,956.98	46,953.12	46,960.97	46,960.97	3.99	7.85
GRAND TOTAL		16,342,770.19	16,342,327.55	16,343,198.39	16,343,198.39	\$428.20	\$870.84

City Council

Agenda Information Sheet

Council Meeting Date: 6/15/2009 **Agenda Item No.** Consent

SUBJECT:

**COMMUNICATION FROM LIBERTY FESTIVAL COMMITTEE RE: MASS
GATHERING PERMIT**

INFORMATION:

All appropriate departments Police, Fire, Planning and Permitting and Public Works have given their approval for this request.

STAFF COMMENTS/RECOMMENDATION:

The City Manager recommends approval of this request.

REQUESTED ACTION:

Motion for passage under consent agenda.

VOTE:

Mass Gathering Permit Request

Submitted To The

City of Auburn

Liberty Festival 2009

Per Chapter 24 Licenses and Permits...Article 2 Licenses...Section 2.32 Mass Gathering and Events...we, the Liberty Festival Board of Directors, submit the following request to the City of Auburn.

The Liberty Festival requests permission from the City of Auburn for exclusive use, responsibility and control of all property specified within this request that is owned and/or controlled by the City of Auburn during the times necessary for set-up and tear down of the Fourth of July event.

The Liberty Festival requests that the Longley Bridge be restricted to varying degrees throughout the day on the Fourth of July. We request that one lane be closed by 7:00 a.m. with a second lane closed between 4:00 p.m. and 7:00 p.m. These times may be adjusted by the Auburn Police Department as they see necessary the day of the event.

The Liberty Festival requests that the City of Auburn provide the services of its departments at no charge. The Liberty Festival is responsible for the cost of any additional, private security.

The Liberty Festival requests that all city license fees for vendor licenses to non-profit organizations approved by the Liberty Festival for all days in question be waived. A list of vendors will be forwarded to the City Clerk as soon as possible prior to the event.

Festival Director/President of the Independence Day Committee Richard Martin, and Logistics Coordinator Peter Bushway, respectfully submit this request.

Re: 24/2/2.32/C1 Permit Application

The Liberty Festival requests a waiver of the specified submission requirement for the mass gathering permit, as the event is in it's 13th year, and is sponsored in part by the City of Auburn.

Re: 24/2/2.32/C/2 Fee

The Liberty Festival requests a waiver of all fees as specified in the article.

Re: 24/2/2.32/D/1 Operator/Landowner

Liberty Festival
P.O. Box 97
Lewiston, Maine 04243-0097

Richard Martin, President of the Independence's Day Committee
754-9828.

Mass Gathering Permit Request

Submitted To The

City of Auburn

The Liberty Festival is Maine's Premier Fourth of July event. On the 4th of July, the Festival provides music on two concert stages (Main Street in Auburn and Veteran's Park in Lewiston), ground activities, food vendors, and a fireworks display. Past Festivals have entertained a conservative estimate of more than 40,000 to 50,000 local citizens and residents of surrounding communities.

Re: 24/2/2.32/G Insurance

The Liberty Festival shall provide to the City of Auburn at their request a copy of our certificate of insurance listing the City as an additional insured as soon as it is issued.

Re: 24/2/2.32/D/3 Date and Time

The opening ceremonies will begin at 4:00 p.m. on July 4th 2009.
There will be a fireworks display at approximately 9:30 p.m.
The event will end at 11:00 p.m.

Re: 24/2/2.32/D/4 Curfew

The event will end at 11:00 p.m., within the City of Auburn's Curfew guidelines.

Re: 24/2/2.32/D/5 Site Plan

- The site in question is the land in and around Great Falls Plaza, and West Pitch Park, and Main Street from Mechanics Row to Court Street.
- There will be one concert stage in Auburn at Festival Plaza or on Main Street (**refer to Site Map, Area 5**).
- Other areas include, Court Street, Main Street, the Great Falls parking lot. Approximately 10-20 profit and/or non-profit vendors provide food to Festival goers, and will establish their own water and waste water disposal system (**refer to Site Map, Area 4**); and the site for Pyrotechnics, traditionally located at West Pitch Park (**refer to Site Map, Area 1**).
- There are many egress and access points to the site.
- There are parking spaces available for staff, vendors and necessary personnel. There will also be limited parking reserved for handicapped drivers on a first come basis. (**refer to Site Map, Area 3**)
- There will be 9 portable toilets arranged throughout the site, which includes 1 ADA, handicap unit and one hand-washing unit for the vendors (**refer to Site Map, Area 3**).
- The Auburn Fire Department will provide first aid.
- Cellular phones are on site during the event.
- There will be an ample supply of water on site for heat related conditions.
- The seating will be open-air self-use during the event.

Mass Gathering Permit Request

Submitted To The

City of Auburn

- Sleeping areas, if used, will be motor homes or tents for staff for security purposes.
- Electrical Connections will be set up and maintained by Dave Iannotti, Advanced Wiring Co. in accordance with the City Electrical Inspector's standards.
- Lighting will be by overhead city-parking area lights; 110 volt lighting at booths, and special stage lighting at each stage as the usage permits.
- There will be a forklift being used in the set up and tear down process; it may also be used during the event, only if absolutely necessary.
- There are no known environmental concerns.
- There are five hydrants available for Auburn Fire Department as they are aware of their location. Meetings held with Fire Prevention will determine exact location and procedures to maintain use of hydrants.
- There are no fire permit areas needed. Auburn Fire will be consulted before any fire use is contemplated.

Re: 24/2/2.32/D/6 Attendance

The expected attendance from 4:00 p.m. to 8:00 p.m. is expected to be between 5,000 to 10,000 people. The expected attendance for the fireworks display will be 40,000 people.

Re: 24/2/2.32/D/7 Overnight Assembly

There may be persons staying overnight on site to maintain security of property and materials between July 3rd and July 4th.

Re: 24/2/2.32/D/8 Traffic Control

The Auburn Police Department will be responsible for traffic control throughout the Festival site. Private security and volunteers may also be used to control traffic inside the site perimeter and the fireworks launch site. All security will be under the direction of the Auburn and Lewiston Police Departments.

Re: 24/2/2.32/D/9 Parking

There will be ample parking for spectators throughout the downtown area on a first come basis. We are requesting use of the parking lot located on the site known as Platz Field for paid fund raising parking. We will also request this from Platz Associates if it is available prior to construction.

Re: 24/2/2.32/D/10 Security

Site security will be handled and administered by the Auburn Police, Lewiston Police, contracted private security, and volunteers. Meetings with Auburn and Lewiston Police Departments will be held to establish what strategy and levels are needed.

Re: 24/2/2.32/D/11 Fire Prevention

Auburn Fire Department will be on site for emergency purposes. Auburn Fire Department will also assist the overseeing the pyrotechnic display area, subject to final launch site approval.

Re: 24/2/2.32/D/12 Medical Services

Auburn Fire and Rescue will handle medical services.

Mass Gathering Permit Request

Submitted To The

City of Auburn

Re: 24/2/2.32/D/13 Food

Food will be provided by both non-profit and for-profit organizations. The procedure is that approval of a vendor by the Liberty Festival is required before the vendor can approach the City of Auburn for an event license. The Liberty Festival will work with the Auburn Health Department and City Clerk to ensure proper food procedures and requirements.

Re: 24/2/2.32/D/14 Sanitation

This issue is addressed in Re: 4/2/2.32/D/3

Re: 24/2/2.32/D/15 Water Supply

This issue addressed in Re: 24/2/2.32/D/3

Re: 24/2/2.32/D/16 Solid Waste/Refuse Disposal

Clean up shall be handled by volunteers from the Liberty Festival and shall be disposed of properly.

Re: 24/2/2.32/D/17 Illumination

This issue addressed in Re: 24/2/2.32/D/3

Re: 24/2/2.32/D/18 Protection of Environmental Procedures

This issue addressed in Re: 24/2/2.32/D/3

Re: 24/2/2.32/D/19 Alcoholic Beverages

Alcohol is prohibited from this event, and anyone found drinking will be reported immediately to authorities. The exception being Gritty McDuff's setting up a controlled area behind their establishment for the purpose of serving alcohol. The owner will be solely responsible for the site as has been past practice.

Re: 24/2/2.32/D/20 Noise Level

We will abide by all requirements of the City of Auburn with regards to noise levels, and will work with any city official to ensure that proper levels are maintained.

Re: 24/2/2.32/D/21 Site Clean Up

This issue addressed in Re: 24/2/2.32/D/16

Updated 5/20/09

City Council

Agenda Information Sheet

Council Meeting Date 6/15/2009

Agenda Item No. 1

SUBJECT:

RESOLVE – DISPOSTION OF TAX ACQURIED PROPERTY (0 BRANN AVE)

INFORMATION:

On April 6th the City Council awarded the bid to Habitat for Humanity. Since that time Habitat for Humanity has decided to rescind their offer for the property due to financing issues. The remaining bid results are listed below.

Address & Parcel ID	Assess ed Value	Bids
0 Brann Avenue (187-034-001)	\$100	\$ 110 (Roxann Reetz Fryer) – Abutter \$ 265 (Michael Bigos) – Public \$ 306 (Jonathan Turgeon) - Public \$ 400 (Scott Richard) – Public \$1,600 (J.T. Mill LLC) – Public

STAFF COMMENTS/RECOMMENDATION:

This item was tabled at the June 1, 2009 Council Meeting

REQUESTED ACTION:

City Manager recommends that this item remain on the table.

VOTE:

City of Auburn

City Council, Auburn, Maine

Date: May 18, 2009

**TITLE: RESOLVE – DISPOSITION OF TAX ACQUIRED PROPERTY
(0 BRANN AVENUE)**

Be It Resolved by the Auburn City Council That the City Manager is authorized to sell 0 Brann Avenue to J.T. Mill LLC for \$1,600.

May 18, 2009 –Councilor Potvin moved to amend by selling this property to Roxann Reetz Fryer for \$110. Seconded by Councilor Young.

Councilor Hayes moved to table. Seconded by Councilor Berube. Vote: 6 Yeas with Councilor Herrick abstaining.

June 1, 2009-Councilor Potvin moved to remove this item from the table. Seconded by Councilor Hayes. Vote: 7 Yeas.

Councilor Hayes moved to table. Seconded by Councilor Farrell. Vote: 5 Yeas, with Councilor Potvin voting Nay and Councilor Herrick abstaining.

Motion for passage: Raymond Berube

Seconded by: Daniel Herrick

Vote:

Action by the City Council:

Date:

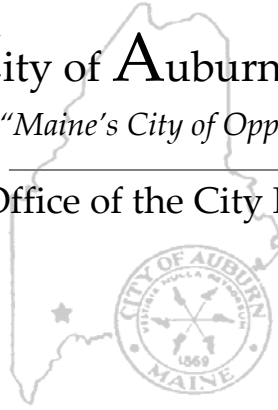
Attest:

City Clerk

City of Auburn, Maine

"Maine's City of Opportunity"

Office of the City Manager



To: Glenn E. Aho, City Manager

From: Laurie Smith, Assistant City Manager and Dennis Roderick, Purchasing Agent

Re: Sale of Tax Acquired Properties

Date: May 14, 2009

0 Brann Avenue was advertised for sale in the Sun Journal and has been advertised on the city's website. City staff also sent letters to the abutters and requested a response by March 31st. The advertisements and letters included the assessed value price sought by the City.

On April 6th the City Council awarded the bid to Habitat for Humanity. Since that time Habitat for Humanity has decided to rescind their offer for the property due to financing issues. The remaining bid results are listed below.

Address & Parcel ID	Assessed Value	Bids
0 Brann Avenue (187-034-001)	\$100	\$ 110 (Roxann Reetz Fryer) – Abutter \$ 265 (Michael Bigos) – Public \$ 306 (Jonathan Turgeon) - Public \$ 400 (Scott Richard) – Public \$1,600 (J.T. Mill LLC) – Public

City of Auburn, Maine

"Maine's City of Opportunity"

Office of Planning & Permitting

To: Laurie Smith, Assistant City Manager
From: David C.M. Galbraith, Director of Planning & Permitting Services
Date: May 27, 2009
Re: O Brann Avenue – ID # 187-034-001 / Tax Acquired Property

As requested, below is information regarding O Brann Avenue (Property ID # 187-034-001) and the property owned by Mark & Roxanne M. Fryover, located at 31 Royal Avenue:

O Brann Avenue – ID # 187-034-001: This property is located in the Urban Residential (UR) zoning district. The lot is conforming lot in terms of lot size & dimensions. The UR requires a minimum of 100' x 100' & the subject property is 100' in depth and 200' width. There is a ROW in front of the property it does not have a City accepted street or what is considered "street frontage". Anyone wanting to build on this lot would be required to extend the roadway, approximately 130 feet. The City's Zoning Ordinance (Chapter 29) requires the lot to have a minimum of 100 feet of City accepted street frontage. This could be a fairly costly extension as it could cost close to \$200. per lineal foot depending on the needed roadway design & construction. The lot does not have sewer or water immediately in front of it but the adjacent lots seem to have long private lines tapping into the ASW lines. To extend to the property line they would need to have runs approximately 80' (minimum).

Mark & Roxanne M. Fryover property: 31 Royal Avenue ID# 187-034: This property is also located within the UR zone. It is 100' x 100' so is conforming in regards to minimum lot size, depth, width etc. The property is listed as a single family home which is also permitted on lots of this size. The property could NOT be expanded into a 2 family home as it does not have the required 14,500 square feet. This property seems to have a legally non-conforming side yard setback on one side but our selling O Brann to them would not eliminate the non-conformity as O Brann is located immediately behind this property.

Should you have any questions regarding this matter or wish to discuss in additional detail please don't hesitate to contact me.

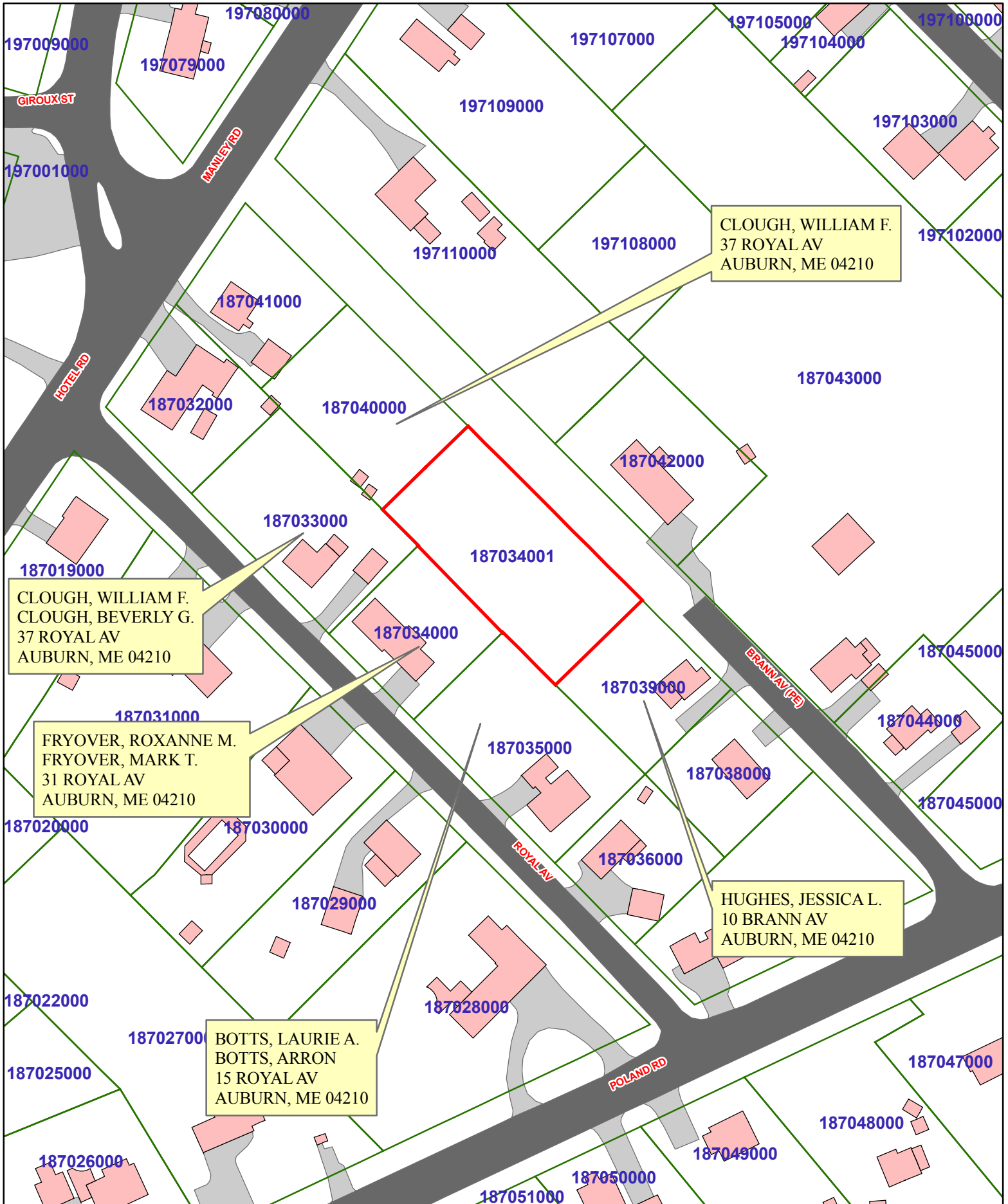
Sincerely,

David C.M. Galbraith
Director of Planning & Permitting Services



Parcel ID: 187-034
Address: 0 Brann Avenue
Total Acres: 0.46

1 inch = 100 feet



City Council

Agenda Information Sheet

Council Meeting Date: June 15, 2009 **Agenda Item No.** 2

SUBJECT:

ORDER – AUTHORIZING THE ISSUANCE AND SALE OF CAPITAL IMPROVEMENT BONDS IN THE AMOUNT OF \$6,500,000 (Second Reading – Public Hearing)

INFORMATION:

The City prepares a 5 Year Capital Improvement Plan each year which serves as a long-range planning tool for elected officials, staff and the public to identify buildings, equipment, technology and infrastructure needs. The CIP allows the City to develop a planned approach to protect the City's investment in the existing infrastructure and project the future funding levels necessary to maintain and enhance public facilities.

The proposed Capital Improvement Bond package continues this planned approach of investing in City and School capital needs including road improvements, building improvements and public safety equipment.

This item was discussed during Budget Workshops and on May 18th when the Capital Improvement Program was adopted.

STAFF COMMENTS/RECOMMENDATION:

The City Manager recommends approval of second reading and final passage.

REQUESTED ACTION:

Motion for acceptance of second reading and final passage.

VOTE:

City of Auburn

CITY COUNCIL, AUBURN, MAINE

Date: June 1, 2009

TITLE: ORDER - AUTHORIZING THE ISSUANCE AND SALE OF CAPITAL IMPROVEMENT BONDS IN THE AMOUNT OF \$6,500,000 (Annual Capital Improvement Program) (Second Reading – Public Hearing)

Be It Ordered by the Auburn City Council, following a public hearing duly called and held as required by Article 8, Section 8.13 of the Auburn City Charter, that there be and hereby is authorized the issuance and sale of the City's general obligation bonds in the amount of \$6,500,000, the proceeds of which are hereby appropriated to fund the costs of the following Capital Improvements (including costs of issuance, capitalized interest, and any other costs related or ancillary thereto):

Acquisition of the following capital equipment and the design, construction, renovation, and rehabilitation of the following capital improvements, all constituting part of the City's FY10 Capital Improvement Program:

FY 10 Capital Improvement Program:

Project	Authorized Amount
School Building and Equipment Improvements and Repairs and technology improvements	\$ 1,000,000
Street/Drainage Reconstructions, Reclamation, Improvements and Upgrades, Sidewalks and Retaining Walls	\$ 5,020,000
Equipment and Technology	\$ 246,000
Ice Arena	45,000
General Building Improvements	125,000
Administrative	14,000
Contingency	\$ 50,000

That the bonds shall be issued as authorized hereunder and shall be signed by the Finance Director and City Treasurer, attested by the City Clerk under the seal of the City. A tax levy is hereby provided for each fiscal year that the bonds authorized hereunder remain outstanding to meet the annual installments of principal and interest as may accrue in each respective

year. The bonds may be issued at one time or from time to time, either singly or in series, and the authority and discretion to fix the issue date, maturities, denominations, interest rate, place of payment, form and other details of said bonds and notes, and to take all other actions and to sign and deliver all other documents, certificates and agreements in order to provide for the sale thereof is hereby delegated to the Finance Director and City Treasurer.

THAT the bonds authorized hereunder may be made subject to call for redemption, either with or without premium, on such terms as may be determined by the Finance Director.

THAT in order to finance temporarily the projects described above, the Finance Director is authorized to expend up to \$6,500,000 either from available funds of the City or from the proceeds of Bond Anticipation Notes (BAN's) which would be reimbursed or refinanced from bond proceeds.

THAT the authority and discretion to designate the bond or notes, or a portion thereof, as qualified tax-exempt obligations under Section 265 of the Internal Revenue Code of 1986, as amended, is hereby delegated to the Finance Director.

THAT this order is a declaration of official intent pursuant to Treas. Reg. § 1.150-2 and shall be kept available for public inspection during reasonable business hours at the office of the City Clerk.

A Public Notice describing the general purpose of the borrowing and the terms thereof was publishing the same on May 18, 2009, in the *Lewiston Sun-Journal*, a daily newspaper published in Androscoggin County.

Motion for acceptance of first reading: Robert Hayes Seconded by: Raymond Berube

Vote: 7 Yeas

Motion for acceptance of second reading and final passage:

Seconded by:

Vote:

Action by City Council:

Date:

ATTEST:

CITY CLERK

City Council

Agenda Information Sheet

Council Meeting Date: 6/15/2009 Agenda Item No. 3

SUBJECT:

**RESOLVE – APPROVING CAPITAL PURCHASES – SPECIAL REVENUE
(CIP3) FOR FY2010 - \$491,080 (Second Reading)**

INFORMATION:

The City's capital projects have three funding sources: CIP1 which is operational and has already been approved; CIP2 which is bonded and has been approved in first reading in the aforementioned resolve; and CIP3 which is funded through special revenues and unallocated bond funds. This resolve will approve the capital projects that have been selected for FY2010 funding as discussed at the City Council's April 15, 2009 Budget Workshop. The list of CIP3 projects were included in the Budget Summary Document and the Capital Improvement Planning Document.

STAFF COMMENTS/RECOMMENDATION:

The City Manager recommends approval of second reading and final passage.

REQUESTED ACTION:

Motion for acceptance of second reading and final passage.

VOTE:

City of Auburn

City Council, Auburn, Maine

Date: June 1, 2009

**TITLE: RESOLVE – APPROVING CAPITAL PURCHASES – SPECIAL
REVENUE (CIP3) FOR FY2010 - \$491,080
(Second Reading)**

Be It Resolved by the Auburn City Council that Capital Purchases – Special Revenue (CIP3) for FY 2010 in the amount of \$491,080 are hereby approved.

Motion for acceptance of first reading: Michael Farrell Seconded by: Robert Mennealy

Vote: 7 Yeas

Motion for acceptance of second reading and final passage:

Seconded by:

Vote:

Action by the City Council:

Date:

Attest:

City Clerk



City of Auburn

Capital Summary

Fiscal Year 2010
Approved 4.27.2009

Department	FY10 Projects Only (See CIP for full description)		Proposed Financing	CIP	FY 2010 Dept. Request	FY 2010 Manager Request
Capital Purchases -- Special Revenue (CIP3)						
CS-ICT	CIP - Server Replacement	p. 77	Spec. Rev.	CIP3	\$ 8,000	\$ 8,000
CS-ICT	CIP - IP Telephony Rollout	p. 76	Unallocated	CIP3	\$ 14,000	\$ 14,000
CS-ICT	CIP - MUNIS Permitting Module	p. 72	Unallocated	CIP3	\$ 63,760	\$ 63,760
CS-ICT	CIP - MUNIS Citizen Services Module	p. 75	Unallocated	CIP3	\$ 12,080	\$ 12,080
CS-Engineering	CIP - Sidewalk Improvement Program	p. 31	Unallocated	CIP3	\$ 100,000	\$ 100,000
CS-Engineering	CIP - Main Street Retaining Wall	p. 32	CDBG	CIP3	\$ 117,700	\$ -
CS-Engineering	CIP - Dunn Street Retaining Wall	p. 33	Unallocated	CIP3	\$ 75,000	\$ 75,000
Recreation	CIP - Paint for Hasty Community Center	p. 100	Unallocated	CIP3	\$ 5,000	\$ 5,000
Recreation	CIP - Hasty Gym Floor	p. 98	Unallocated	CIP3	\$ 120,740	\$ 120,740
Planning	CIP - LED Streetlight Replacement - Main Street	p. 128	TIF	CIP3	\$ 46,500	\$ 46,500
Recreation	CIP - New Exit Doors - Ingersoll Arena	p. 101	Enterprise	CIP3	\$ 16,000	\$ 16,000
Recreation	CIP - Hasty Community Center Replacement Windows	p. 102	Grant	CIP3	\$ 30,000	\$ 30,000
TOTALS					\$ 608,780	\$ 491,080

City Council

Agenda Information Sheet

Council Meeting Date: 6/15/2009 Agenda Item No. 4

SUBJECT:

**ORDINANCE – AMENDMENT TO THE ZONING MAP IN THE VICINITY OF
LAKE AUBURN AVENUE FROM URBAN RESIDENTIAL TO
MULTI-FAMILY URBAN (SECOND READING)**

INFORMATION:

The City received a petition to rezone four properties on the east side of Lake Auburn Avenue, immediately north of Stanley Street, from Urban Residential (UR) to Multi-family Urban (MFU). The proposed rezoning includes four properties from 85-99 Lake Auburn Avenue (including PID #260-195, 260-194, 260-193-2 and 260-193-3. The City's Comprehensive Plan illustrates the subject area as "Residential – Medium-High Density" as shown on the future land use map. Based on the zoning district purpose statements either zoning district UR or MFU, is supported. The existing UR zoning district conforms to the "Residential-Medium Density" portion of this future land use map classification. The proposed MFU zoning district conforms to the "Residential-High Density" portion of this future land use classification.

The Planning Board held a public hearing regarding the proposed rezoning on May 12, 2009. One person, the petitioner, spoke in favor of the proposed rezoning. The Planning Board based their recommendation on the City's existing Comprehensive Plan, which supports the proposed change. The Planning Board voted 5-0-0 in favor of sending a recommendation to the City Council to approve the proposed rezoning request.

This item was discussed at the May 18th City Council Workshop.

STAFF COMMENTS/RECOMMENDATION:

The City Manager recommends approval of second reading and final passage.

REQUESTED ACTION:

Motion for acceptance of second reading and final passage.

VOTE:

City of Auburn

City Council, Auburn, Maine

Date: June 1, 2009

**TITLE: ORDINANCE – AMENDMENT TO ZONING MAP IN THE VICINITY
OF LAKE AUBURN AVENUE
(SECOND READING)**

Be It Ordained by the Auburn City Council that the Zoning Map be amended by rezoning four (4) properties on the east side of Lake Auburn Avenue, immediately north of Stanley Street, from Urban Residential (UR) to Multi-family Urban (MFU). The proposed rezoning includes four properties from 85 to 99 Lake Auburn Avenue (including PID #260-195, 260-194, 260-193-2 and 260-193-3).

Motion for passage for acceptance of first reading: Raymond Berube Seconded by: Daniel Herrick

Vote: 7 Yeas

Motion for acceptance of second reading and final passage:

Seconded by:

Vote:

Action by the City Council:

Date:

Attest:

City Clerk

City of Auburn, Maine

"Maine's City of Opportunity"

Office of Planning & Permitting

Planning Board Report

To: Auburn Planning Board

From: Eric J. Cousens, City Planner

Re: Petition to change the zoning designation along the portion of Lake Auburn Avenue from 85-99 Lake Auburn Avenue (Including PID #260-195, 260-194, 260-193-2 and 260-193-3) as illustrated on the attached map from Urban Residential (UR) to Multi-family Urban (MFU).

Date: May 12, 2009

I. PROPOSAL

The City of Auburn has received a petition from at least twenty-five (25) registered voters to rezone property at 85-99 Lake Auburn Avenue (Including PID #260-195, 260-194, 260-193-2 and 260-193-3) as illustrated on the attached map from Urban Residential (UR) to Multi-family Urban (MFU). The subject area is generally located on the east side of Lake Auburn Avenue from the intersection with Stanley Street, extending generally north along the centerline of the street to the northern property line of 99 Lake Auburn Avenue. As the petition indicates, the lots included in the petition are currently zoned UR. The lot sizes and maximum number of units that could be permitted in the UR and, if changed, the MFU zone are shown in the following table.

Parcel ID (Map-Lot)	Lot Area (Acre/SF)	# Units UR Zone	# Units MFU Zone
260-195	.17 / 7,405sf	1	2
260-194	.12 / 5,227sf	1	1
260-193-002	.23 / 10,018sf	1	4
260-193-003	.36 / 15,681	2	8

If the zoning is changed as proposed, the minimum lot size for the parcels would change from the 10,000 sf UR minimum to a 5,000sf MFU minimum. This would allow additional units on 3 of the four parcels under the petition. That said, as far as I know there is only one property owner that intends to add a dwelling unit at this time. The owner of parcel ID 260-193-003 has a legally existing 2-unit building permitted under the UR zoning standards that has been modified without permits to include a 3rd dwelling unit. Staff was made aware of this change and has been working to correct the violation. This can be accomplished in one of two ways, eliminate the unit or change the zoning to MFU and then apply for permits and legitimize the 3rd unit under the MFU standards. The 3rd unit cannot be permitted under the current UR standards. The City's Comprehensive Plan illustrates the subject area as "Residential – Medium-High Density" as shown on the future land use map. Based on the zoning district purpose statements either zoning district, UR or MFU, is supported. The existing UR zoning district conforms to the

“Residential – Medium Density” portion of this future land use map classification. The proposed MFU zoning district conforms to the “Residential – High Density” portion of this future land use Map classification. The lots immediately abutting this parcel (please see map) are currently zoned MFU to the southwest, UR to the northwest and General Business (GB) to the east. The MFU zone is often used as a transition zone between commercial (GB) areas and 1-2 family residential (UR) areas as it could be in this location. Based on the Comprehensive Plan - Auburn Tomorrow, the proximity to the GB zone and the transitional character between GB, MFU and UR zones, staff believes that the proposed change has some merit.

II. PLANNING FINDINGS / CONSIDERATIONS:

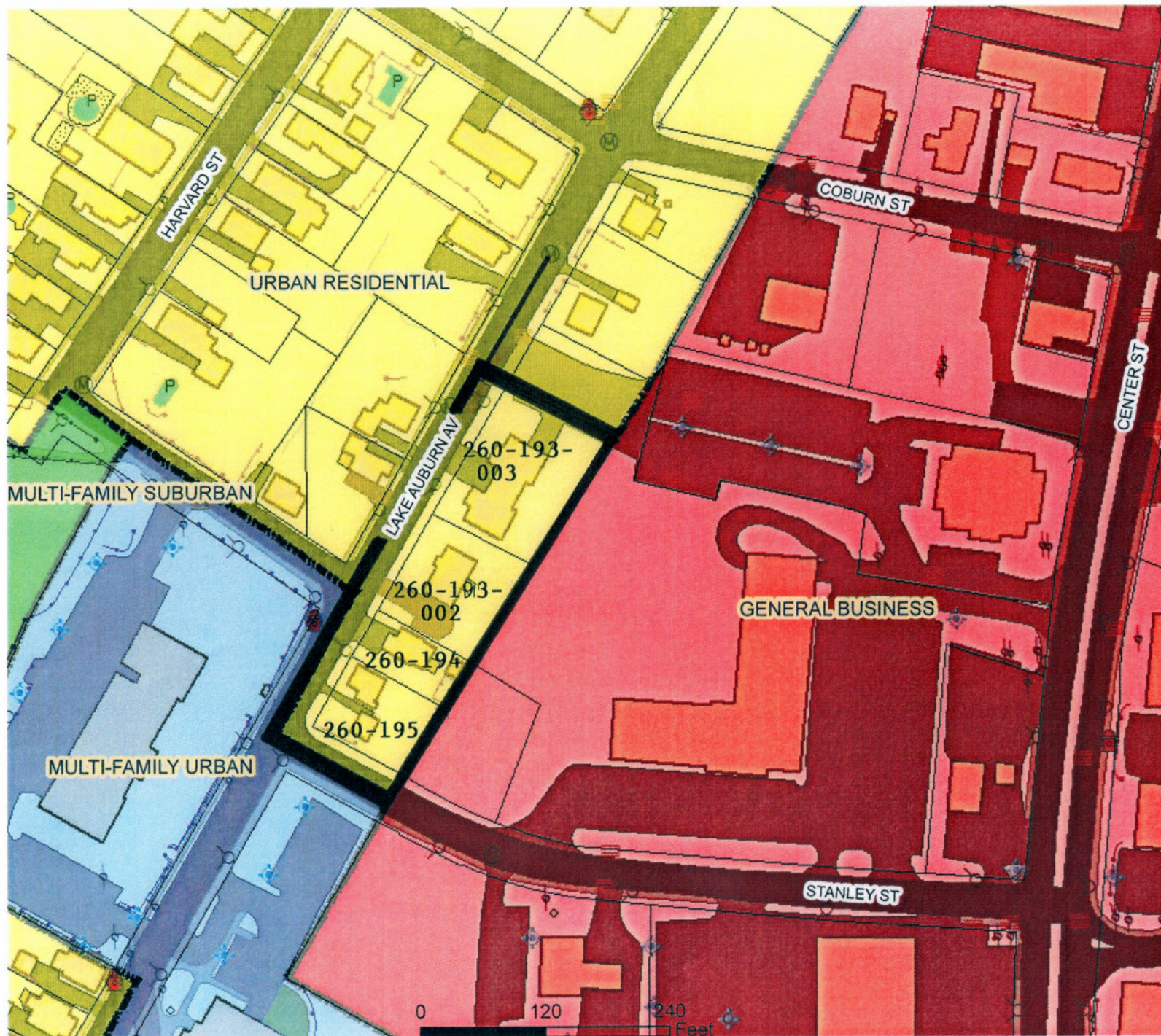
Staff has evaluated the proposed rezoning and suggests the following findings:

- A. The City’s Future Land Use Map shows the area as “Residential – Medium-High Density”. The UR or MFU zoning designation is consistent with the future land use map.
- B. The area included in the petition abuts MFU, GB and UR zoning districts.
- C. There is some value in using the MFU to transition between GB and UR zones as it would in this proposal.

III. RECOMMENDATION:

Staff recommends that the Planning Board forward a favorable recommendation to the City Council to rezone the property at 85-99 Lake Auburn Avenue (Including PID #260-195, 260-194, 260-193-2 and 260-193-3) as illustrated on the attached map from Urban Residential (UR) to Multi-family Urban (MFU).

Eric Cousens
City Planner



DISCLAIMER

The City of Auburn offers no warranties or guarantees as to the accuracy or fitness of purpose of this data. Use at your own risk.



City Council

Agenda Information Sheet

Council Meeting Date: 6/15/2009 Agenda Item No. 5

SUBJECT:

**PUBLIC HEARING – SPECIAL AMUSEMENT PERMIT FOR LAVISH LLC,
D/B/A LAVISH, 34 COURT STREET**

INFORMATION:

The Police Department's recommendation to the City Council is not to renew Lavish's Special Amusement Permit. There has been a substantial increase in calls for service since the establishment has been open.

The Police Department would be willing to recommend a six-month renewal if Lavish met the following conditions:

1. Limit access to the establishment to 21 and older and return to a Class A Lounge License.
 2. Lavish will host a server/selling training at their facility and require 100% attendance from their staff. The cost would be approximately \$30 per person and paid for by Lavish.
 3. Mandate the use of mechanical counters for people both entering and exiting the establishment to maintain an accurate occupancy count.
-

STAFF COMMENTS/RECOMMENDATION:

City Manager and Police Chief support the Police Department's recommendation.

REQUESTED ACTION:

Motion to approve with above conditions.

VOTE:

City Council

Agenda Information Sheet

Council Meeting Date: 6/15/2009

Agenda Item No. 6

SUBJECT:

**ORDINANCE – CHAPTER 29, ARTICLE 2, SECTION 2.2 AND ARTICLE 3,
SECTION 3.1.M.4 – LARGE SCALE RETAIL DEVELOPMENT
(FIRST READING)**

INFORMATION:

Staff is recommending that the City Council adopt local review criteria to allow local control of the process outlined in the Informed Growth Act (IGA). The attached ordinance would accomplish that goal. The Planning Board at their May 12th meeting voted unanimously to send a positive recommendation to the City Council for adoption of the proposed language.

The City Council discussed this item at the June 1st Workshop.

STAFF COMMENTS/RECOMMENDATION:

The City Manager recommends approval of first reading.

REQUESTED ACTION:

Motion for acceptance of first reading.

VOTE:

City of Auburn

City Council, Auburn, Maine

Date: June 15, 2009

TITLE: ORDINANCE – CHAPTER 29, ARTICLE 2, SECTION 2.2 AND
ARTICLE 3, SECTION 3.1.M.4 – LARGE SCALE
RETAIL DEVELOPMENT (FIRST READING)

Be It Ordained by the Auburn City Council, That the attached amendment to Chapter 29, Article 2, Section 2.2 and Article 3, Section 3.1.M.4 – Large Scale Retail Development is hereby approved.

Motion for acceptance:

Seconded by:

Vote:

Action by the City Council:

Date:

Attest:

City Clerk

The existing ordinance language regarding Major Retail Developments is shown without underline and the proposed is shown with underline.

Article 2, Section 2.2 Definitions

Major Retail Development – A single building in excess of 100,000 square feet of new ground floor retail space.

Large – Scale Retail Development – *Large-scale retail development* means any single retail business establishment having a gross floor area of 75,000 square feet or more in one or more buildings at the same location and any expansion or renovation of an existing building that will result in a single retail business having a gross floor area of 75,000 square feet or more, except when the expansion or renovation is 20,000 square feet or less.

Article 3, Section 3.1.M.4 General Provisions

General Provisions, 3.1.M.4 - The City finds that a Major Retail Development can have a significant impact on the immediate and surrounding areas and accordingly requires a determination by the City of Auburn Planning Board of consistency with the adopted Comprehensive Plan in addition to the review and approval process of Site Plan/Special Exception Review and other state and/or municipal permitting. A request for a determination of consistency shall be submitted to the Department of Planning and Code Enforcement a minimum of 15 days prior to this item being placed on the Planning Board agenda for action. Action on the request for a determination of consistency shall be made a minimum of one regularly scheduled meeting prior to the Planning Board meeting at which the project is to be reviewed. Notice for the consideration of a request for a determination of consistency shall conform to the requirements found in Article 8, Section 8.2.A. and must state that the determination of consistency is being sought for a Major Retail Development.

In addition to the criteria set forth in Article 7, Section 7.2, applications for large-scale retail development as defined below, shall meet the following additional standards of this section.

(a) *Purpose.* The State of Maine passed the Informed Growth Act (30-A MRSA Chapter 187, Sub-Chapter. 3-A) to add additional development review criteria that evaluate the economic impact of large-scale retail development. Subsection 4371 of the Informed Growth Act provides an exemption to municipalities that have adopted economic and community impact review criteria that apply to large-

scale retail development land use permit applications and that require a study of the comprehensive economic and community impacts of the proposed large-scale retail development for consideration among other evidence in applying the review criteria to the application. The following ordinance provisions meet that criteria, exempting large-scale retail projects proposed in Auburn from 30-A MRSA Chapter 187, Sub-Chapter. 3-A.

(b) Definitions.

(1) Comprehensive economic impact area means the geographic area affected by a proposed large-scale retail development. The area includes Auburn and may include abutting municipalities.

(2) Comprehensive economic impact study means a study that estimates the effects of a large-scale retail development on the local economy, downtown and community. It will identify the economic effects of large-scale retail development on existing retail operations; supply and demand for retail space; number and locations of existing retail establishments where there is overlap of goods and services offered; projected net job creation/loss; projected net retail related payroll increase/decrease; captured share of existing retail sales; sales revenue retained and reinvested in the comprehensive economic impact area; municipal revenues generated; increased municipal costs caused by the development's construction and operation, including municipal costs of roads, water, sewer, police and fire; and the costs or return on investment of any public subsidies including tax increment financing; and public water, sewer and solid waste disposal capacity.

(3) Land use permit means approval granted by the planning board for major developments pursuant to Article 7, Section 7.2 of Chapter 29.

(4) Large-scale retail development means any single retail business establishment having a gross floor area of 75,000 square feet or more in one or more building at the same location and any expansion or renovation of an existing building that will result in a single retail business having a gross floor area of 75,000 square feet or more, except when the expansion or renovation is 20,000 square feet or less.

(c) Preparation of comprehensive impact study. As part of its review of a land use permit application for a large-scale retail development the planning board shall require the preparation and submittal of a comprehensive impact study.

(1) Qualified preparer. A comprehensive economic impact study must be prepared by a person or firm, other than the applicant, that is qualified by education, training and experience to prepare such a study.

(2) Selection of preparer. The city and the applicant shall decide if:

a. The applicant shall choose the preparer and directly pay the preparer for their services and the city may choose to have the study peer reviewed, at the applicant's expense, by a consultant of the city's choice; or

b. The city may choose the preparer and the applicant shall pay the city a fee to be held in escrow for the costs of the study. The amount to be held in escrow for the Study shall be based on contract proposals from the

preparer(s), plus up to 20% as determined by the Director of Planning and Permitting. Upon completion of the study any unused balance shall be returned to the applicant.

(d) *Public hearing.*

(1) *Public hearing required.* As part of the development review process the planning board shall provide the public with at least one public hearing to be heard prior to the approval of a land use permit for a large-scale retail development. For proposed developments in excess of 100,000 square feet of new ground floor retail space, the process defined above for Major Retail Developments shall satisfy this requirement.

(2) *Notice.* Notice of the public hearing on the land use permit application for a large-scale retail development must state that the comprehensive economic impact study will be presented at the hearing and that the planning board will take testimony on the comprehensive impact of the proposed project. The notice shall advertise said public hearing in a newspaper of general circulation in the city at least two times, the date of the first publication to be at least six days prior to the date of the hearing. Notice of the hearing will be sent by regular mail to abutters within 1,000 feet of the proposed development and to the municipal officers of abutting municipalities.

(e) *Land use permit process approval.* The applicant must complete and submit for planning board review and findings a comprehensive impact study. At the applicant's option, the study can be completed and submitted for planning board review and determination prior to or concurrent with other development review criteria set forth in article 7.2. If the study is submitted independently of other development review criteria, the development review process will be a two-step process. Each step of the two-step processes must meet the above referenced notice requirements.

(f) *Land use permit approval.* In addition to other applicable development review criteria required by this Code, the planning board shall evaluate the impacts of the proposed large-scale retail development based on the comprehensive economic impact study, other materials submitted to the planning board by the city's peer review consultant, and other persons and entities, including the applicant, state agencies, nonprofit organizations and members of the public; and testimony received during the public hearing to determine whether the overall negative effects of the proposed project outweigh the overall positive effects. The planning board may deny the land use permit on the basis of economic impact only if it determines that there is likely to be a significant adverse impact.

To: Auburn Planning Board

From: Eric J. Cousens, City Planner

Re: Large-scale retail and the Informed Growth Act(30-A MRSA Chapter 187, Sub-Chapter. 3-A)

Date: April 10, 2009

I am writing this quick summary because we would like to address the requirements of the Informed Growth Act to exempt developments in Auburn from the State review requirements and accomplish the requirements locally. This is time sensitive because we may have a significant project that is impacted by this Act. I would like to discuss this with the Planning Board as a miscellaneous business item on Tuesday. Below is what we have in our Ordinance and then an example of what we might need.

Auburn's existing provisions

Major Retail Development – A single building in excess of 100,000 square feet of new ground floor retail space.

General Provisions, 3.1.M.4 - The City finds that a Major Retail Development can have a significant impact on the immediate and surrounding areas and accordingly requires a determination by the City of Auburn Planning Board of consistency with the adopted Comprehensive Plan in addition to the review and approval process of Site Plan/Special Exception Review and other state and/or municipal permitting. A request for a determination of consistency shall be submitted to the Department of Planning and Code Enforcement a minimum of 15 days prior to this item being placed on the Planning Board agenda for action. Action on the request for a determination of consistency shall be made a minimum of one regularly scheduled meeting prior to the Planning Board meeting at which the project is to be reviewed. Notice for the consideration of a request for a determination of consistency shall conform to the requirements found in Article 8, Section 8.2.A. and must state that the determination of consistency is being sought for a Major Retail Development.

Example of Possible Language– We could add something similar to general provisions with our existing “Major Retail Development” language or as a special exception standard for Large-scale retail. This language is from Lewiston-ignore the section references.

Additional standards for large-scale retail development.

In addition to the criteria set forth in article XIII, section 4, applications for large-scale retail development as defined below, shall meet the following additional standards of this section.

(a) *Purpose.* The State of Maine passed the Informed Growth Act (30-A MRSA Chapter 187, Sub-Chapter. 3-A) to add additional development review criteria that evaluate the economic impact of large-scale retail development. Subsection 4371 of the Informed Growth Act provides an exemption to municipalities that have (adopted economic and community impact review criteria that apply to large-scale retail development land use permit applications and that require a study of the comprehensive economic and community impacts of the proposed large-scale retail development for consideration among other evidence in applying the review criteria to the application. (The following ordinance provisions meet that criteria, exempting large-scale retail projects proposed in Lewiston from 30-A MRSA Chapter 187, Sub-Chapter. 3-A.

(b) *Definitions.*

(1) *Comprehensive economic impact area* means the geographic area affected by a proposed large-scale retail development. The area includes Lewiston and may include abutting municipalities.

(2) *Comprehensive economic impact study* means a study that estimates the effects of a large-scale retail development on the local economy, downtown and community. It will identify the economic effects of large-scale retail development on existing retail operations; supply and demand for retail space; number and locations of existing retail establishments where there is overlap of goods and services offered; projected net job creation/loss; projected net retail related payroll increase/decrease; captured share of existing retail sales; sales revenue retained and reinvested in the comprehensive economic impact area; municipal revenues generated; increased municipal costs caused by the development's construction and operation, including municipal costs of roads, water, sewer, police and fire; and the costs or return on investment of any public subsidies including tax increment financing; and public water, sewer and solid waste disposal capacity.

(3) *Land use permit* means approval granted by the planning board for major developments pursuant to article XIII, subsections 3(b) and (c) of this Code. This definition of land use permit applies to any large-scale retail development approved by the planning board prior to September 20, 2007.

(4) *Large-scale retail development* means any single retail business establishment having a gross floor area of 75,000 square feet or more in one or more building at the same location and any expansion or renovation of an existing building that will result in a single retail business having a gross floor area of 75,000 square feet or more except when the expansion or renovation is 20,000 square feet or less.

(c) *Preparation of comprehensive impact study.* As part of its review of a land use permit application for a large-scale retail development the planning board shall require the preparation and submittal of a comprehensive impact study.

(1) *Qualified preparer.* A comprehensive economic impact study must be prepared by a person or firm, other than the applicant, that is qualified by education, training and experience to prepare such a study.

(2) *Selection of preparer.* The applicant shall choose the preparer and directly pay the preparer for their services.

- (3) *Peer review.* The city may choose to have the study peer reviewed, at the applicant's expense, by a consultant of the city's choice.
- (d) *Public hearing.*
- (1) *Public hearing required.* As part of the development review process the planning board shall provide the public with at least one public hearing to be heard prior to the approval of a land use permit for a large-scale retail development.
- (2) *Notice.* Notice of the public hearing on the land use permit application for a large-scale retail development must state that the comprehensive economic impact study will be presented at the hearing and that the planning board will take testimony on the comprehensive impact of the proposed project. The notice shall advertise said public hearing in a newspaper of general circulation in the city at least two times, the date of the first publication to be at least six days prior to the date of the hearing. Notice of the hearing will be sent by regular mail to abutters within 1,000 feet of the proposed development and to the municipal officers of abutting municipalities.
- (e) *Land use permit process approval.* The applicant must complete and submit for planning board review and findings a comprehensive impact study. At the applicants option, the study can be completed and submitted for planning board review and determination prior to or concurrent with other development review criteria set forth in article XIII. If the study is submitted independently of other development review criteria, the development review process will be a two-step process. Each step of the two-step processes must meet the above referenced notice requirements.
- (f) *Land use permit approval.* In addition to other applicable development review criteria required by this Code, the planning board shall evaluate the impacts of the proposed large-scale retail development based on the comprehensive economic impact study, other materials submitted to the planning board by the city's peer review consultant, and other persons and entities, including the applicant, state agencies, nonprofit organizations and members of the public; and testimony received during the public hearing to determine whether the overall negative effects of the proposed project outweigh the overall positive effects. The planning board may deny the land use permit on the basis of economic impact only if it determines that there is likely to be a significant adverse impact.

INFORMED GROWTH ACT INFORMATION SHEET

To assist Maine municipalities in complying with the new Informed Growth Act, 30-A M.R.S.A. §§ 4365-4371, the Institute for Local Self-Reliance (ILSR) retained Maine attorneys with experience in land use regulation and municipal law to prepare this package of sample documents for municipal officials, including planners and planning board members, to use at their discretion. The approach provided with this package is only one way to address the provisions of the Act, among a variety of other approaches. The package includes this information sheet, and the following sample forms:

1. Checklist
- 2a. Notice of Request for Proposals²
- 2b. Request for Proposals
- 2c. Proposal Form
3. Services Agreement
4. Specifications for Study
5. Notice of Public Hearing
6. Municipal Decision Form

***Municipal Exemption provision:** At the end of this Information Sheet is an explanation how a municipality can become exempt from the provisions of the Act.*

Informed Growth Act Generally. The Informed Growth Act is effective as of September 20, 2007. It requires a municipality to decide whether a proposed large-scale retail development, a proposed single retail development 75,000 sq. ft. in size or larger, seeking a municipal land use permit will have an "undue adverse impact" on the municipality and its abutting municipalities (the "comprehensive economic impact area"). If the municipality decides that the project will cause an undue adverse impact, the permit cannot be approved.

The municipality's permitting authority (referred to below as "the board") is the body that decides if the project will have an undue adverse impact or not.

The Act lists a number of economic and environmental impact factors for the board to consider in making its decision. The economic impact factors relate to impacts on retail businesses, jobs, wages and municipal costs. The environmental impact factors relate to more general impacts on residential neighborhoods, traffic, noise, air, water, and wildlife habitat.

To assist the board's review, the applicant must fund a "comprehensive economic impact study" commissioned by the board. The applicant pays a \$40,000 fee to the State Planning

¹ This information sheet is provided to assist municipalities in applying the Informed Growth Act to large-scale retail development permit applications. It describes only one way, among other possible ways, to apply the Act. ILSR and Perkins, Thompson, P.A. disclaim any liability arising from the use of, or reliance upon, this sheet and its companion forms and explanations

² Forms 2a, 2b and 2c, are provided only for use by municipalities that have an RFP process.

Office ("SPO"). The SPO pays up to \$39,000³ of the fee to the municipality upon the board's request to cover the board's cost to hire the study's preparer, as well as its cost of public hearing notice and staff support. The SPO also provides the board a list of qualified preparers from which the board can select a consultant to prepare the study.

The study is presented at a public hearing held by the board within 4 months of the applicant's filing of its permit application and its payment to the SPO of the \$40,000 fee.

At the hearing, anyone, including other municipalities, the applicant, and businesses and residents, can submit evidence and testimony about the anticipated economic and environmental impacts of the proposed project within the comprehensive impact area.

After considering the study and all other related evidence and testimony, the board decides if the project's impact will be unduly adverse or not. If the board finds that the project's impact will not be unduly adverse, the applicant must still meet the board's other permit standards to obtain the permit.

There is a two-step "findings of fact" process for the board to complete to reach a conclusion of undue adverse impact or no undue adverse impact.

The first step is to find whether the project will have a negative effect on any of 11 economic factors. There can be no undue adverse impact conclusion unless the board finds that the proposed development will have an estimated negative effect on at least two of the 11 factors.

The second step is to find whether the project's overall negative effects on the economy and the environment will outweigh the overall positive effects. There can be no undue adverse impact conclusion unless the board also finds that there will be an overall negative impact on the economy and the environment.

Thus, a conclusion of "undue adverse impact" requires negative findings in both steps---that is, (1) two or more negative findings as to the economic impact factors, and (2) a negative impact finding overall. Otherwise, the conclusion must be that there is no undue adverse impact.

The sample municipal decision form (Form 6) is in a "checkbox" format to provide the board a logical progression through its decision making process. For more information regarding the implementation of the Informed Growth Act, please refer to the Informed Growth Act Guidebook brochure.

Explanation of Sample Informed Growth Act Forms:

1. Sample Checklist (Form 1). This Checklist is to help municipal planners and planning boards keep track of the administrative steps in reviewing large-scale retail development permit applications under the Informed Growth Act.

³ The SPO may charge up to \$1,000 against the fee to cover its costs "to record, administer and disburse the fee". 30-A M.R.S.A. §4367(3).

2 a., b. and c. **Sample Notice of Request for Proposals (Form 2a.), Request for Proposals (Form 2b.), Proposal Form (Form 2c.)** Municipalities that have charter, ordinance or policy provisions requiring competitive bidding for contracts for professional services at the level contemplated here (a comprehensive economic impact study costing up to \$39,000) will need this set of contract documents, and the Services Agreement (Form 3), and can complete them as appropriate. Municipalities without competitive bidding requirements or whose requirements are inapplicable here simply may use the Services Agreement (Form 3). In either case, the municipality will want to prepare a set of specifications (see Sample Specifications, Form 4) to accompany the request for proposals (if proposals are required) and the services agreement (whether or not proposals are required) to detail the requirements of the comprehensive economic impact study.

3. Sample Services Agreement (Form 3). This is a sample contract for use by the municipality in contracting with the selected preparer of the Comprehensive Economic Impact Study

4. Sample Specifications (Form 4). This sample specifications document informs the consultant of the scope of services expected in the preparation of the Comprehensive Economic Impact Study.

5. Sample Notice of Informed Growth Act Public Hearing (Form 5). This sample notice form is drafted with reference to the Act's requirement *"that the comprehensive impact study will be presented at the hearing and that the municipal reviewing authority will take testimony on the comprehensive impact of the proposed large-scale retail development, and the notice must include the name of any potential retailer, a map of the development location and a map of the comprehensive impact area."* The Act states further that the municipality shall send the notice of public hearing *"by regular mail to municipal officers [selectmen or councilors] of adjacent municipalities, to all persons residing in the municipality within 5,000 feet of the proposed development and to persons who have made timely requests to be notified of a specific application."*

6. Sample Municipal Decision Form (Form 6). This sample form is designed to assist the municipal reviewing authority in making the findings and conclusions called for by the Act as to whether the proposed large-scale retail development is likely to present an undue adverse impact within the comprehensive economic impact area. The findings and conclusions do not replace, but are in addition to, the municipality's usual permitting standards.

MUNICIPAL EXEMPTION FROM THE INFORMED GROWTH ACT⁴

Under the terms of the exemption provision of the Informed Growth Act, 30-A M.R.S.A. §4371, municipalities that wish to be exempt from the Act, need only to have adopted "economic and community impact review criteria that apply to large-scale retail

⁴ This explanation is provided to assist municipalities in responding to the Informed Growth Act, 30-A M.R.S.A. §§ 4365-4371. ISLR and Perkins, Thompson, P.A. disclaim any liability arising from the use of, or reliance upon, this explanation, or its companion forms and explanations

development land use permit applications and that require a study of the comprehensive economic and community impacts of the proposed large-scale retail development for consideration, among other evidence, in applying the review criteria to the application".

To be exempt from the Act, a municipality would have a land use permit ordinance that:

- applies to large-scale retail development as defined by the Act (§ 4365(6));
- applies to the same impact area as defined by the Act (§4366(1));
- applies the same, or substantially similar, economic and community impact review criteria and review factors as described in the Act (§§4366(10) and 4367 (4));
- requires the same, or a substantially similar, comprehensive economic impact study as required by the Act (§4366(2)).

The municipality's land use permit ordinance is not required to have any of the following provisions in order to be exempt from the Act:

- any applicant fee requirement to finance the study; or, conversely;
- a \$40,000 limit on an applicant fee to finance the study;
- any requirement that the fee be paid to the State Planning Office, or anyone else other than the municipality;
- any study preparer qualifications, including any State Planning Office prequalification standards;
- any study preparer selection limitations;
- any time limit for the study to be completed and presented;
- any additional public hearing notice requirements, including those stated in the Act;
- any requirement that the name of the potential retailer be disclosed.

City Council

Agenda Information Sheet

Council Meeting Date 6/15/2009 Agenda Item No. 7

SUBJECT:

RESOLVE – AUTHORIZE ONE SINGLE POLLING LOCATION (Public Hearing)

INFORMATION:

This recommendation is consistent with the City Council's message to lower the tax burden to the citizens of Auburn.

Some of the advantages of a single polling location are:

- * Saving a minimum of \$4,000 in the City Clerk's Budget
 - * No charges for the of the Auburn Mall
 - * Auburn Mall is on the bus route; as well as a majority of the current voting places
 - * Accessibility and parking
-

STAFF COMMENTS/RECOMMENDATION:

The City Manager recommends approval of the resolve

REQUESTED ACTION:

Motion for passage of the resolve.

VOTE:

City of Auburn

City Council, Auburn, Maine

Date: June 15, 2009

TITLE: RESOLVE – AUTHORIZE ONE SINGLE POLLING LOCATION

Be It Resolved by the Auburn City Council, that the City Council hereby designates the Auburn Mall as the one single voting place in the City of Auburn.

Motion for acceptance:

Seconded by:

Vote:

Action by the City Council:

Date:

Attest:

City Clerk

City Council

Agenda Information Sheet

Council Meeting Date: 6/15/2009 Agenda Item No. 9

SUBJECT:

**RESOLVE – AUTHORIZE CITY MANAGER TO EXECUTE CONTRACT WITH
POLICE COMMAND UNIT**

INFORMATION:

It is recommended that the City Council approve the contract entered into by the City of Auburn and Maine Association of Police Command Unit for the period July 1, 2009 – June 30, 2010. A collective agreement has been reached for one year requiring no merit pay increase. All other stipulations and benefits continue as previously agreed upon.

STAFF COMMENTS/RECOMMENDATION:

The City Manager recommends approval of this resolve.

REQUESTED ACTION:

Motion for passage of the resolve.

VOTE:

City of Auburn

City Council, Auburn, Maine

Date: June 15, 2009

TITLE: RESOLVE – AUTHORIZE CITY MANAGER TO EXECUTE CONTRACT WITH THE MAINE ASSOCIATION OF POLICE COMMAND UNIT

Be It Resolved by the Auburn City Council, That the City Manager is hereby authorized to execute the contract with the Maine Association of Police Command Unit for the period July 1, 2009 – June 30, 2010. A copy of the contract is attached to and hereby made a part of this resolve.

Motion for acceptance:

Seconded by:

Vote:

Action by the City Council:

Date:

Attest:

City Clerk

CONTRACT BETWEEN THE CITY OF AUBURN

AND THE

MAINE ASSOCIATION OF POLICE

COMMAND UNIT

~~7/1/06 - 6/30/09~~ 7/1/09 - 6/30/10

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PREAMBLE

Pursuant to the provisions of Chapter 9A, Revised Statutes of Maine, Title 26 as enacted by the Maine Legislature, Revised September 1989 of the Municipal Public Employees Labor Relations Act, this agreement is entered into by the City of Auburn, Maine (hereinafter known as the City) and Maine Association of Police (hereinafter known as the Union).

It is the intent and purpose of the parties to set forth herein the entire Agreement covering rates of pay; wages, hours of employment and other conditions of employment; to increase the efficiency and productivity of employees in the Police Department; to provide for the prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Police Department.

ARTICLE 1 - BARGAINING UNIT

It is expressly agreed that previous negotiations are without prejudice to the right of the City to object to the composition of the bargaining unit being represented by the negotiating team of the Union in any subsequent contract year. For the purpose of this agreement the Maine Association of Police will represent all Lieutenants (with the exception of the Administrative Division Commander) and Sergeants in the Auburn Police Department.

ARTICLE 2 - RECOGNITION OF CITY RIGHTS

Except as otherwise provided in this contract, the City shall remain vested solely and exclusively with all of its common law and its statutory rights and with all management functions including the full and exclusive control, direction, and supervision of operations and personnel including the right to hire, promote, suspend or otherwise discipline superior officers under the City Charter and Ordinances.

ARTICLE 3 - RECOGNITION OF RIGHTS OF MEMBERS OF THE UNION

Section 1. Investigation of Police Misconduct

Members of the Auburn Police Department hold a unique status as public officers, and the security of the City and its citizens depends to a great extent upon the manner in which members of the department perform their many duties, of contacts and relationships with the public. Out of such contacts and relationships may arise questions concerning the actions of members of the force. Such questions may require prompt investigation by superior officers designated by the Chief of Police or other competent authority.

To insure that such investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the department, the following rules of procedure are established:

A) To the extent possible, the interrogation will be conducted at a reasonable time taking into consideration the working hours of the member and the legitimate interests of the department. The officer conducting the interrogation shall advise the member that an investigation is being conducted. The investigating officer shall inform the member of the nature of the alleged conduct which is the subject matter of the interrogation and, unless circumstances warrant anonymity, shall identify the complainant. If it is known that the member being interrogated is a witness only, he shall be so informed.

B) In any case in which a police officer has been identified as a suspect in a criminal investigation, the interrogation shall be tape recorded and the tape shall be preserved by the investigating officer until the investigation is completed and all charges dropped or processed to conclusion. At his request, the member or his attorney may listen to, transcribe, or copy all or any portion of the tape.

The interrogation shall be conducted with as much confidentiality as possible. The interrogation of a member suspected of violating department rules and regulations shall be limited to questions which are reasonably related to the member's performance as it relates to the alleged violation.

C) If the member is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be afforded all rights granted under such circumstances to other persons.

D) In all cases in which a member is interrogated concerning a serious violation of departmental rules and regulations which, if proven, would be likely to result in his removal from the department, and where the same can be accomplished without unreasonably delaying or impeding the investigation, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his choosing and/or a representative of the Union before being interrogated and his attorney and/or a representative of the Union may be present during the interrogation, but may not participate in the interrogation except to counsel the member.

E) If the member under investigation is requested to submit to a polygraph examination, he or she will be furnished a list of questions which will be asked prior to the commencement of the examination. If a member is requested to submit to any other type of test, he or she will be advised of the type of test and the member will be afforded an opportunity to obtain a similar independent test if available.

F) The investigation will be conducted without unreasonable delay and the member will be advised of the final outcome of the investigation.

Section 2. Disciplinary Proceedings

Any member charged with a violation of department rules and regulations, incompetence, misconduct, negligence, insubordination, disloyalty or other serious disciplinary infraction may request a hearing provided such request is made in writing and delivered to the Chief or his representative no more than five days after the member is advised of the charge against him. No member shall be dismissed without first being given notice and an opportunity for a hearing whether he requests it or not. In the case of a member who has been suspended, the hearing shall, if requested by the member, be held no more than five days after the date when the suspension began.

The member shall be informed of the exact nature of the charge and shall be given sufficient notice of the hearing date and time to allow him an opportunity to consult legal counsel, conduct an investigation, and prepare a defense. The hearing, which shall be before the Chief, or in his absence or incapacity, the Acting Chief, shall be informal in nature. The member may be accompanied by legal counsel or a representative of the Union. The member shall have the right to confer with his representative at any time during the hearing and shall have the right to have his representative speak on his behalf. The member shall have the right to appeal from the decision of the Chief, to the City Manager as provided in Article 8 in any case involving a suspension. Any matters as to which a member has a right to a hearing under this Article shall not also be the subject of a grievance proceeding.

Section 3 Personnel Files

A) Insofar as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of members shall be confidential and shall not be released to any person other than officials of the department and other City officials, except upon a legally authorized subpoena or written consent of the member.

B) Upon request, a member shall have the right to inspect his official personnel record. Inspection shall be during regular business hours and shall be conducted under supervision of the department. A member shall have the right to make duplicate copies for his own use. No records shall be withheld from a member's inspection. A member shall have a right to have added to his personnel file a written refutation of any material which he considers detrimental.

C) No written reprimand which has not previously been the subject of a hearing shall be placed in a member's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five days thereafter, the member may file a written reply. If the Chief thereafter places the written reprimand in the member's personnel file, he shall also include the reply.

D) After two years, any officer may request that single incidents be purged from his personnel file. The request shall be submitted to a three member panel composed of a Union representative, the Police Chief or his representative, and the City Manager or his designee. The panel shall determine whether or not the request should be granted. The decision of the panel shall be final. Requests for purging may be made only once in a two year period for each individual incident.

ARTICLE 4 - NON-DISCRIMINATION

All employees have the right to work in an environment free from discrimination unrelated to job performance. Intimidation and harassment of employees, whether by fellow employees or management personnel, including sexual harassment in all its various forms, is unacceptable conduct which may constitute grounds for disciplinary action. This provision shall not in any way prevent the Union from discharging its duty of fair representation of any of its members.

ARTICLE 5 - NO STRIKE/NO LOCKOUT

During the term of this Agreement, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the City. During the term of this Agreement, neither the City nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

The Union agrees to notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work. Any or all employees who violate the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE 6 - CHECK-OFF

The employer agrees to deduct the Union's weekly membership dues (uniform amount per member) and benefit premiums from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by Maine Association of Police, and the aggregate deductions of all employees shall be submitted together with an itemized statement to the Union on a quarterly basis, after such deductions are made. The written authorization for payroll deductions of Union membership dues shall be irrevocable during the term of this Agreement except that an employee may revoke the authorization, effective upon the expiration date of this Agreement, provided the employee notifies, in writing, the Employer and Maine Association of Police at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.

The authorization for deduction of benefit fund contributions may be stopped at any time, provided the employee submits in writing, to the Employer and the Union a sixty (60) day notice of such intent. The Union shall indemnify the City and any Department of the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City or any Department of the City for the purpose of complying with the provisions of this Article.

ARTICLE 7 - NEGOTIATIONS TIME-OFF

Section 1.

The President or his designee shall be allowed reasonable time-off without loss of any benefits to represent members, at the members request, at any grievance procedure or departmental hearing and shall be allowed reasonable time to interview and represent a requesting member during all stages of a grievance procedure.

Section 2.

Members of the Negotiating Committee shall be allowed reasonable time-off without loss of benefits to represent the Union on all negotiations with the City concerning the collective bargaining agreement.

Section 3.

The Union shall supply a list of all members referred to in Section 1 and 2 to be kept at the Office of the Chief of Police for the purpose of verifying the status of the Union's President and Negotiating Committee.

ARTICLE 8 - GRIEVANCE PROCEDURE

The purpose of the Grievance Procedure shall be to settle all grievances between the City and the Union, or one of its members, as quickly as possible so as to insure efficiency and to promote employee morale. Grievances arising under this Agreement shall be adjusted and settled as follows:

Step 1. The employee, or his representative, or the Union shall present the grievance in writing to the Police Chief, whose duty it shall be to give the grievance full consideration and to make an effort to settle the grievance within ten (10) administrative working days after its presentation.

Step 2. If the grievance remains unresolved or the decision of the Police Chief is unsatisfactory, the aggrieved member, or his representative, or the Union shall file an appeal with the City Manager within ten (10) administrative working days after receiving the decision of the Police Chief. The Manager shall promptly hear and decide the grievance and provide a written copy of this decision to the aggrieved party and/or Union within ten (10) administrative working days after hearing the grievance.

Step 3. In the event that the grievance remains unresolved and the decision of the City Manager is unsatisfactory, the aggrieved member, his representative, or the Union, may submit any or all of the issues involved to binding arbitration by giving written notice of such intention within ten (10) administrative working days after receiving the decision of the City Manager. If the parties are unable to agree upon an impartial arbitrator within ten (10) administrative working days of the date when notice of intent to proceed with arbitration is given, either party may request the appointment of an arbitrator by the American Arbitration Association and the proceedings shall thereafter be taken in accordance with the rules of the Association. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement.

The Employer and the Union shall bear the fees and expenses of the arbitrator equally. Each party shall be responsible for its own witness fees and expenses.

ARTICLE 9 - WAGES

Members of the Auburn Police Department Command Unit shall be paid in accordance with the following wage schedule:

FY	09-10	PATROL SUPERVISORS		FY	09-10	SHIFT COMMANDERS	
		0-5 yrs	6+ yrs			0-5 yrs	6+ yrs
Annual	\$	55,376.19	\$ 57,037.48	Annual	\$	59,889.35	\$ 61,686.03
Weekly	\$	1,064.93	\$ 1,096.87	Weekly	\$	1,151.72	\$ 1,186.27
Hourly	\$	26.6232	\$ 27.4219	Hourly	\$	28.7930	\$ 29.6567

The Patrol Supervisor pay scale will be reviewed and adjusted so as to maintain a 5% differential between the highest step on the Patrol/Detective pay scale and the wages for a starting Patrol Supervisor. The pay scale will also maintain a 5% differential between the highest paid Patrol Supervisor and the wages for a starting Shift Commander. A 3% differential will be maintained between the officers with 0-5 years of experience and those at the 6+ years of experience.

In addition to their compensation under the above wage scale, Patrol Supervisors will receive a \$550 payment and Shift Commanders will receive a \$650 payment on the pay period closest to December 1st for contract years ~~2006-07, 2007-08 and 2008-09~~ 2009-2010. The \$550 and \$650 pay will be included as wages when calculating pay differentials. Continuation of the said pay for subsequent years will be negotiable and considered in conjunction with overall wage adjustments. At the employee's option said pay may be placed into the employee's wellness account or deferred compensation account. Placement in either the wellness account or deferred compensation account must be in accordance with their respective rules, policies or provisions.

All employees will be subject to performance evaluations in order to receive performance steps on ~~7/1/06, 7/1/07, 7/1/08~~ 7/1/09 or the anniversary date of promotion, whichever is applicable. All performance evaluations will be conducted within 45 days of the employee's anniversary date. If completed after the anniversary date, step increase will be retroactive for successful evaluations. Employees, whose step increase is withheld, due to performance evaluation, will receive progress evaluation no more than three (3) months from last anniversary date or completed evaluation process, whichever is greater.

EMT Bonus - Members of the Auburn Police Department covered by this

Agreement shall receive \$10.00 per week incentive pay for taking the emergency medical training course and becoming certified as an EMT. Those members already certified who maintain their certification shall receive this incentive payment.

ARTICLE 10 - HOURS OF WORK

Members shall be employed for a work week averaging forty (40) hours per week. The City may implement a new work schedule which shall remain in effect throughout the fiscal year in which it is implemented and may not be changed again during that fiscal year, except by agreement of the parties. Prior to a change in the work schedule, the City shall meet and consult, but not negotiate, with the Union with respect to a work schedule change. The City reserves the right to make immediate temporary changes in the scheduling of any and all members of the bargaining unit in the event of an emergency.

ARTICLE 11 - OVERTIME

Every member of the Union shall be paid at the rate of one and one half times their regular hourly rate of pay for each hour or portion of an hour in excess of their regular work week. Regular hourly rate of pay shall be determined by dividing 40 into their regular weekly salary. For the purpose of this paragraph hours worked shall not include hours compensated for by: Bereavement Leave, Reserve Service Leave, or Military Leave and Workmen's Compensation pay. Members called back to work shall receive a minimum of three (3) hours pay for the work which they are called back at the overtime rate.

Members of the bargaining unit may elect at their option, to accrue compensatory time at the rate of two (2) hours for every hour of overtime worked. Members may accumulate up to a maximum of 80 hours.

Any request for compensatory time for more than four (4) hours will require seventy two (72) hours notice, unless there is an emergency which prevents it. Compensatory time shall be granted at such time and in such time blocks as are mutually agreed upon between the member and his supervisor; permission to utilize time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected. Compensatory time shall be granted only when no replacement is required.

Members will have the right to carry over twenty two (22) hours or two (2) working days into the next fiscal year. Any days not carried over shall be converted to cash, and paid in the last pay day of the fiscal year at the member's overtime rate. Carryover in excess of twenty two (22) hours or two (2) working days must have the approval of the Chief or his/her designee. Members may 'cash out' any accrued compensatory time only at one and one-half times their hourly rate and only to a maximum of forty (40) hours regardless of the contract year and/or accrual maximum.

ARTICLE 12 - HOLIDAYS

Each employee covered by this Agreement shall, in addition to his/her regular weekly wage, be paid 1/4 of his/her weekly wage for each of the following holidays:

New Year's Day	Patriot's Day	Labor Day	Thanksgiving Day
Martin Luther King Day	Memorial Day	Columbus Day	Christmas Day
Washington's Birthday	Independence Day	Veteran's Day	

Further, each member shall be entitled to one floating holiday per year to be scheduled when no replacement for the member is necessary. At the beginning of the fiscal year, each member has the option of designating in writing one of the above holidays as a second floating holiday to be taken as a day off instead of receiving that holiday pay for that holiday.

Members who work at least fifty (50%) percent of their regularly scheduled work shift on Christmas and/or Thanksgiving will receive an additional three (3) hours pay at straight time.

Employees shall annually receive one (1) personal day off. Employees may schedule said day when no replacement is necessary for the member.

ARTICLE 13 - VACATIONS

Each employee in the bargaining unit shall be entitled to ninety-six (96) hours or twelve (12) working days (whichever is greater), as per the superior officer's work schedule per year vacation leave each year with full pay after completion of six (6) month's employment. All employees having worked for the City for a period of not less than eight (8) years nor more than seventeen (17) years shall be entitled to one-hundred and twenty-eight (128) hours or sixteen (16) working days (which ever is the greater) each year. At eighteen (18) years, an employee shall be entitled to one-hundred and sixty (160) hours or twenty (20) working days which ever is the greater paid vacation leave.

Vacation leave shall be credited on a monthly basis. The month in which employment begins or ends will be counted as a month of service if employment begins before the 16th or ends after the 15th day of the month. Any absence from duty for which sick leave is paid shall not constitute a break in the service record for the accumulation of vacation leave. Unused vacation days may accrue from one year to the next but at no time shall exceed a total of thirty (30) days. Accumulated vacation leave, subject to the maximum allowed, shall be paid to an employee upon separation after six (6) months employment or upon death, with no minimum employment, to his or her beneficiary. The payment shall be made in one lump sum. Computation of the value of each hour paid shall be determined by utilizing the straight hourly wage.

Scheduling and/or approval of vacation leave shall be the responsibility of the Chief of Police or his/her designee, who shall ensure that vacations do not significantly interfere with the work and efficiency of the department. Provision shall be made, however, so that no employee forfeits any vacation leave.

ARTICLE 14 - SICK LEAVE

Each employee shall be entitled to paid sick leave which is to be earned at the rate of one (1) working day for each calendar month of service. Unused sick leave may be accumulated to a maximum of 1320 hours. Sick leave credit will continue to accrue while an employee is on sick leave. Sick leave may also be granted to an employee because of illness of a member of the employee's "immediate family" which is defined as a spouse, child or parent.

One half of the accumulated sick leave, subject to a maximum of 500 hours, shall be paid upon retirement or pension or upon compulsory separation at age 65 or to his/her beneficiary upon death.

For an employee not at the sick leave maximum accumulation, the employee will be granted one sick day off, up to a maximum of three per year, if he/she does not use sick time in the periods outlined below. For the purposes of this provision, sick leave donated to a catastrophic sick leave bank shall not be interpreted as sick leave use. If an employee is on Family/ Medical Leave, regardless of the leave being used, the employee will not be eligible for a sick leave incentive day during that period. It will be the responsibility of the employee to report in writing to the Police Department administration, when he/she has earned a sick leave incentive day. **This must be done within 14 days of having earned the said day.** A sick leave incentive day may *only* be taken when the employee does not have to be replaced. An employee may elect to convert two (2) sick days (a minimum of 30 days of accrued sick time before being allowed to convert) and two (2) sick incentive days into cash value, at current hourly rate of pay, to be applied to the employee wellness account in a one year period. The value of the wellness account may not exceed the limit noted in Article 18, Section 4

First Sick Leave Incentive Day starts **July 1st** and ends **October 31st**
Second Sick Leave Incentive Day starts **November 1st** and ends **February 29th**
Third Sick Leave Incentive Day starts **March 1st** and ends **June 30th**

Employees at maximum sick accrual may contribute up to 3 vacation days per year into the Cafeteria Benefit Plan (Wellness Account).

ARTICLE 15 - FUNERAL LEAVE

Leave of absence without loss of pay and without loss of sick leave shall be granted to any superior officer for five (5) consecutive calendar days because of death of a spouse or child and three (3) consecutive calendar days because of a death in the immediate family plus any actual travel time reasonably required to return from out-of-state. Such leave shall commence no later than the date of death. Immediate family shall be defined to include mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents, grandchildren and another person living in the employee's household. Such additional time needed after the expiration of the funeral leave period shall be charged against the employee's sick leave. An employee may also be granted leave to attend the funerals of persons not mentioned in this Article at the discretion of the Chief, such leave time to be charged as sick leave.

ARTICLE 16 - CAFETERIA BENEFIT PLAN

Employees may participate in the Cafeteria Benefit Plan in the annual amount of \$550.

Use of the annual amount must be in accordance with the rules of the Multiple Choice Cafeteria Benefit Plan.

ARTICLE 17 - TUITION REIMBURSEMENT

The City will provide fifty (50%) percent reimbursement for the successful completion of job related courses which have prior approval by the Chief.

ARTICLE 18 - HEALTH INSURANCE

Section 1. Health Insurance Cost Share

The City shall provide health insurance benefits through the Maine Municipal Employees Health Trust or a comparable plan.

	<u>City</u>	<u>Employee</u>
July 1, 200 6 ⁹ - June 30, 200 9 ¹⁰	75%	25%

All employees shall pay a portion of the health insurance premiums in accordance with the schedule outlined in Health Promotion Program in Appendix B. In the event that the Health Promotion Program is eliminated, through loss of funding or any other reason, the employee cost share will continue to be 15% of monthly premiums for the life of this agreement.

This cost share shall apply regardless of the level of insurance (individual, individual with children or family). Employees will reimburse their share on a weekly basis through payroll deduction. Employees may elect to have the weekly cost share deducted from their Wellness or Cafeteria Benefit Plan Account. Employee cost share shall be adjusted upon notification and billing by the insurance carrier. Employees who certify that they have not and will not smoke or use any tobacco products during the contract year may have their weekly health insurance cost share reduced by \$2.00 per week.

Section 2. Payment Program for Waiving Health Insurance Coverage

Any member of the bargaining unit may elect to waive coverage in the City's health insurance plan. Any employee waiving full coverage or partial coverage for which he/she would otherwise be eligible shall be paid according to the following conditions:

1. Any employee eligible for full family coverage or single coverage and who elects to waive health insurance coverage shall receive payment equal to the amount of three (3) months of health insurance premiums. The health insurance waiver payment will be divided into 12 equal payments and paid monthly.

2. An employee who is eligible for a full family plan but opts to take either a "single parent plan" or a "single plan" shall receive payment equal to three months of the difference in premiums between the plan for which he/she is eligible and the plan which he/she opts to take. The health insurance waiver payment will be divided into 12 equal payments and paid monthly.

3. Employees who are married to other City (non-school) employees covered by the health insurance shall be eligible for an amount equal to three (3) months of insurance premiums at the single rate if he/she waives health insurance coverage with the City. The payment will be made to one or the other of the married employees, but not both.

4. A new employee who waives health insurance coverage shall not be eligible for the payment in lieu of insurance until he/she has successfully completed the probationary period.

5. If the employee wishes to be reinstated on the health insurance policy or change his or her coverage from a single or a single parent plan (if he/she would otherwise be eligible for full coverage) he/she may do so as long as he or she follows the insurance carrier's requirements for evidence of insurability and portability of coverage provisions.

6. If an employee is reinstated (or covered for the first time) after receiving payment for waiving health insurance coverage, the employee shall repay the City the balance of the payment, pro-rated on a monthly basis.

7. In order to receive payment for waiving health insurance coverage or to be reinstated on the health insurance plan, the employee must submit written notice to the Personnel Director. Discontinuance of health insurance or reinstatement of coverage will be effective the first day of the following month in which written notice has been received, provided that the employee meets all conditions which may be imposed by the health insurance carrier.

8. If an employee is currently receiving a payment for waiving health insurance coverage, then the new payment rates for waiving coverage will be implemented in the month in which the payments are normally due to the employee.

9. This section is effective with the signing of the contract and is not retroactive.

An employee who waives health insurance coverage and is not contributing toward a health insurance premium, but who is otherwise eligible for the non-smoking bonus, shall have the non-smoking bonus (\$100) added to the health insurance waiver payment.

Section 3. Terms and Conditions to Apply.

The extent of coverage provided under the existing insurance policies referred to in this agreement shall be governed by the terms and conditions set forth in said policies or plans in existence at the time of the dispute. Any questions or disputes concerning said insurance policies or plans or benefits hereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedures set forth in this agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability for the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other agreement.

Section 4. Wellness Incentive.

The City will contribute for permanent employees, covered by this Agreement, \$250 to each employee's wellness account. Employees will contribute a minimum of \$150, through weekly deduction, to their wellness account. Use and reimbursement will be made in accordance with the City's Wellness program.

In addition, employees may contribute the cash value of up to a maximum of four (4) days from the following accrued leave to their Wellness Account:

- Two (2) sick leave incentive days.
- Two (2) sick days if the employee has at least 30 days of accrued sick leave.
- Three (3) vacation days if the employee is at maximum sick accrual.

Said days will be computed at the employee's current hourly rate X hours of current average workday (excluding overtime). Employees may accrue the wellness incentive to a maximum of \$2000. Exceptions to the maximum may be requested and reviewed by the Police Chief and the Human Resources Director. Employees who are discharged, retire or otherwise terminate their employment with the City shall be entitled to the balance of any employee contributions in their individual Wellness Account. Any contributions to the Wellness Account made by the City will be retained by the City.

ARTICLE 19 - RETIREMENT

Employees shall be eligible, through Maine State Retirement System, for retirement at the end of 25 years of service in the department at half pay regardless of chronological age.

ARTICLE 20 - CLOTHING ALLOWANCE

Section 1. Purpose.

The City will furnish to employees an annual allowance for the purposes of purchasing, maintaining, replacing or repairing required uniforms, protective clothing or devices listed in **Appendix A**. Appendix B shall contain a primary and secondary list of clothing and equipment. An employee's primary clothing and equipment shall be maintained in good condition prior to purchasing secondary clothing and equipment. Employees not required to wear a uniform on a daily basis shall maintain a complete BDU and Class A uniform.

Section 2. Reimbursement.

Employees will be reimbursed for eligible expenses through purchase order or submission of receipts. The Police Chief may establish policies and procedures regarding clothing allowance reimbursement.

Section 3. Uniform Policy.

The Police Chief shall establish and maintain a uniform policy regarding uniform requirements and maintenance. A committee appointed by the Chief in consultation with the Union may be established on an as-needed basis to consider changes in style or quality of the uniform. The Police Chief shall have final approval of all uniform standards. Employees must maintain uniforms in accordance with the policy regardless of the amount of clothing allowance.

Section 4. Separation

Employees who are discharged, retire or otherwise terminate their employment with the City shall not be entitled to the balance of any unused clothing allowance.

Section 5. Allowance.

Permanent employees shall receive a maximum annual clothing allowance of ~~\$550~~ \$350 ~~\$550~~. An employee can elect to participate in the department laundering service. Those who participate must notify the Chief of Police in January of each year. Those who choose to participate will have their allowance reduced to \$350. An employee can elect to take up to \$200 of the annual clothing allowance for the cleaning and maintenance of uniforms and equipment. The City will launder uniforms as appropriate. The allowance will be available on the first day of the City's fiscal year.

ARTICLE 21 - WORKERS' COMPENSATION

Employees, who are covered by this agreement, and become incapacitated as a result of an illness or injury arising out of and in the course of employment shall continue to receive, in addition to compensation paid or payable under the Workers' Compensation Act, an amount sufficient to provide them with full pay while the incapacity exists and until they return to active duty, are placed on disability retirement, become eligible for a retirement pension or resign. For purposes of this article, full pay shall be defined as the employee's current base salary, as set forth in the attached wage schedules, plus other monetary benefits for which the employee would have been eligible if not incapacitated. Full pay shall not include compensation for overtime not worked during the period of incapacity. Monetary benefits for which the employee's eligibility cannot be determined due to the nature of the illness or injury causing incapacity shall be withheld until such determination can be made (i.e., merit pay). The City shall also pay all hospital and medical expenses in accordance with the Workers' Compensation Act.

Employees provided benefits under this article shall continue to accrue sick leave, vacation benefits and holidays, subject to maximum accumulations, during the first twelve (12) months of incapacity. Employees may receive health insurance coverage for up to thirty-six (36) months from the date of incapacity or until the

employee returns to active duty, is placed on disability retirement or resigns, whichever comes first. Employees receiving benefits under this article shall not be charged sick leave. Employees may take vacation leave while receiving benefits under this article, but in no case shall they receive double payment during said leave.

Employees who are unable to perform regular job duties as a result of an incapacity from an illness or injury arising out of and in the course of employment may be assigned, if available, other work normally performed by police officers or work related to work done by police officers (i.e. crime prevention, crime analysis, community policing, school liaison, etc.). Employees may agree to work which is not normally performed by or related to police officers. In all cases such work and its availability shall be determined by the Chief and approved by a qualified physician familiar with the employee's incapacity.

The City reserves the right to require an independent medical examination to determine the extent of the incapacity. Employees who are determined by a qualified physician to be unable to ever return to work shall immediately apply for disability retirement. The City's liability to pay benefits under this section shall not be cumulative and may deduct any benefits provided by Workers' Compensation or require the employee to assign to it the right to receive any such benefits that any such employee repay to it the amount of any such benefits previously received.

Each time the injured employee is examined by his/her qualified physician, the physician shall provide a statement to the City indicating the employee's condition and to whether or not the employee may return for regular duty. When the physician certifies the employee to be fit to return for normal duty, the employee shall immediately return to work as directed by the Chief or his designee.

ARTICLE 22 - COURT TIME

Employees covered by this Agreement required to make an off-duty attendance at Court shall receive a minimum of three (3) hours pay at his overtime rate for each such attendance or time and one half (1 1/2) his regular base hourly rate for all hours in attendance, whichever is greater. Any compensation (from other than the City) received by the employee for attendance at any Court or official hearing shall be paid to the City.

ARTICLE 23 - MANDATORY IN-SERVICE TRAINING

The Police Chief shall make available to all employees covered by this Agreement a minimum of 25 hours not-to-exceed a maximum of eighty (80) hours per year Mandatory-In-Service Training. Employees participating in this program shall be paid one and one half (1 and 1/2) times their regular hourly rate of pay for all hours of training received while not on a regularly scheduled shift under the provision of this program not-to-exceed eighty (80) hours in any single year. Payment for mandatory training hours will be paid in the payroll period in which it was worked.

It is the intent to make available to all employees, as best as can be scheduled, an equal number of training hours. Attendance at mandatory training may be excused with the prior approval of the Chief.

ARTICLE 24 - LIFE INSURANCE

The City will pay the life insurance premiums under the Maine Municipal Employees Health Trust Supplemental Life Insurance Plan up to the first \$23,000 of coverage for each member of the collective bargaining group provided that the following conditions are met:

1. The participation rate (as determined by MMEHT) for the bargaining unit is achieved in order to provide the plan to the members.
2. The member agrees to purchase the remaining premiums based upon 1X, 2X or 3X his/her base annual salary. If the member does not purchase the remaining life insurance coverage, then the member will not be eligible for the first \$23,000 of paid coverage by the City.

ARTICLE 25 - INCONSISTENT RULES, REGULATIONS AND ORDINANCES

The provisions of this Agreement shall govern, where specifically applicable, any inconsistent rules, regulations or ordinances or any other provision or law notwithstanding. In all other cases the City Administrative Manual in effect on the date of this Agreement shall govern questions of intra-departmental procedure and working conditions in the department. The City shall cause to be drafted and put into effect all necessary ordinances to make existing ordinances consistent with this Agreement.

ARTICLE 26 - SAFE EQUIPMENT

It shall be the responsibility of the City to maintain equipment in a safe working order. Officers shall be responsible to report defects in equipment to the Shift Commander.

ARTICLE 27 - LIABILITY INSURANCE

The City of Auburn shall continue to provide employees with liability insurance with the limits of \$300,000 with respect to any action brought under the State of Maine Tort Claims and \$350,000 with respect to any action brought outside of the State of Maine Tort Claims Act including but not limited to false arrest, police brutality and civil rights violations. The cost of all legal fees and costs related to any action shall be paid by the City in addition to the stated claim limits. The City may provide such coverage through a private insurance company, a public self-funded risk pool or by self-insuring. The Union, through its attorney, shall have the right to review said policy and its terms.

ARTICLE 28 - PHYSICAL EXAMINATIONS AND CONDITIONING

All employees will be required to take a physical examination annually at the City's expense. Said examinations may be provided by a physician chosen by the employee. Such examination shall be submitted to the employee's health insurance prior to reimbursement by the City. The City shall reimburse employees for any co-pay and additional expense, but in no case shall the City's total annual reimbursement exceed \$150 per employee. If the City's total reimbursement for the examination is less than \$150 then any remaining monies will be credited to the employee's ~~Multiple Choice~~ Cafeteria Benefit Plan in the following plan year and administered accordingly.

With the direction of the examining physician, each employee will be encouraged to undertake a voluntary physical fitness program. This program can be accomplished in either of the following ways:

- A) Participation in "life-line" program; or
- B) Undertaking an individualized program such as the Royal Canadian Air Force Program; or
- C) A program developed by the examining physician.

After the examination, the employee shall present to the Chief a written statement from his physician stating the examination has been performed in accordance with the physical examination form provided by the City and whether or not the employee is physically capable of performing his duties.

The City and the Union agree to the creation and participation in a joint labor/management task force charged with the responsibility of formulating a physical fitness program similar to the entrance requirements of the Maine Criminal Justice Academy. This task force will make its recommendations as soon as possible.

ARTICLE 29 - OUTSIDE EMPLOYMENT

Police officers will not engage in outside employment which might in any way hinder their impartial performance of their assigned duties as a police officer. Police officers who wish to obtain outside employment must first advise the Chief of Police and sign the following waiver:

"The undersigned, an employee of the City of Auburn, does hereby waive and release said City from any labor expense or costs because of any injury incurred for reason of any employment accepted by the undersigned other than as an employee of said City.

"I further release the City from any claim for salaries or wages during any absence caused by such injury".

Police officers shall annually advise the Chief of Police relative to outside employment and any changes thereto on forms provided by the Chief of Police prior to July 1st of each year.

Such outside employment shall not be acceptable if any of the following conditions apply or develop:

1. Where it occurs that secondary employment has an adverse effect on the officer's sick leave record and work performance.

2. Where the nature or location of the employment compromises the effectiveness of the employee as an Auburn Police Officer or creates the appearance of impropriety on the part of the officer on the City.

3. Where secondary employment impairs the officer's ability to discharge the duties and responsibilities of his City job.

4. Where an officer is using his City position to influence his outside employment.

Officers who engage in secondary employment shall do so only with the understanding and acceptance that their primary job is as a Police Officer for the City of Auburn.

ARTICLE 30 - MILITARY LEAVE

All employees who are members of the organized military reserves and who are required to perform field duty will be granted reserve service leave in accordance with applicable federal and state statutes, in addition to normal vacation time. In order for the Chief of Police to accommodate military leave and to provide adequate staffing for the department, the reservist must provide a copy of the written orders as soon as possible after they are received. For any such period of reserve service leave, the City will pay the difference (if any) between service pay, and the employee's regular pay.

ARTICLE 31 - RECIPROCITY AGREEMENT

If an employee is injured on the job as a direct result of a violent action taken against him by a private individual(s) he shall have the first right to take civil action against said individual(s). However, if the employee does not wish to take civil action he shall assign that right on request to the City who then shall have the right to proceed with civil action. Expenses for action by the City shall be the burden of the City as well as any revenue derived from such action shall revert to the City.

ARTICLE 32 - DRUG TESTING

The Auburn Police Department will develop and implement a "for cause" drug testing program in compliance with state statutes, and the Departments of Human Services and Labor drug testing regulations within the first year of the contract.

The City will meet and consult with the superior officers bargaining unit over those sections of the drug testing program which relate to current employees including but not limited to the following areas:

- ◆ What constitutes "for cause" for conducting drug tests on an employee;
- ◆ positions to be covered by the policy;
- ◆ level of illegal drug permitted in the sample;
- ◆ consequences of having a positive test;
- ◆ consequences of refusing to submit to the test;
- ◆ rehabilitation/treatment provided to an employee with a positive test;
- ◆ facilities at which the tests will be conducted;
- ◆ the sample collection process;
- ◆ notification of process to employees of written drug testing policies; and
- ◆ confidentiality of non-drug related medical information on the employee.

The drug testing program will not be implemented until the plan is approved by the Department of Labor.

ARTICLE 33 - ACTIVE AGREEMENT

The Union and the City may, by mutual consent, agree to discuss, reopen or negotiate any matter or contract provision of interest to the parties during the term of this agreement. In particular, the parties may agree to reopen and make any necessary amendments resulting from discussions and implementation of the annual Labor-Management Team Workplan (referenced in Article 35).

ARTICLE 34 - DURATION OF AGREEMENT

This Agreement shall cover the period July 1, 2006⁹ through June 30, 2009¹⁰. This Agreement shall remain in effect until a subsequent agreement is reached.

ARTICLE 35 - LABOR MANAGEMENT TEAM

The Union, its members, and the City agree to continue to participate in the Labor-Management Team. The purpose of the team is to work together in identifying and implementing improvements to the operations of the Auburn Police Department and service to the citizens of Auburn. The goals of the team include fostering good communications (both internal and external to the department), improving customer service (internal and external), increasing accountability and effectiveness, and realization of cost savings.

Annually, the team shall develop a workplan for the department. The workplan will be developed to identify and prioritize those issues/areas of improvements that the team will concentrate on in achieving the Team's goals.

SIGNATURE PAGE - Auburn Command Unit Collective Bargaining Agreement
July 1, ~~2006-2009~~ - June 30, 20~~09~~10

Dated_____

City of Auburn

Witness

City Manager

Witness

President, Maine Association of Police
Command Unit

Staff Representative, MAP

APPENDIX A

UNIFORM ISSUANCE AND REPLACEMENT LIST

Primary

Hats - (2)
Shirts - 6 (3 winter/3 summer)
Pants - 3
Shoes - 2 (1 winter/ 1 summer)
Jacket
Raincoat & Hat Cover
2 Ties
1 Set Leather Gloves
1 Tactical Jumpsuit
Chief

Secondary

Leather Gear or Web Gear
Sweaters
Patches
Cap Insignia
Name Tags
Attaché' Case
Patches
Rank Insignias
Cap Insignia - 1
Other items as approved by the Police

-
- (1) - City will clean or replace uniforms or equipment which becomes contaminated with hazardous materials, including bodily fluids, as needed.
- (2) - All items must be returned to the department upon termination.

Appendix B

City of Auburn Health Promotion Program

The program seeks voluntary compliance with a health promotion and health care management system which focuses primarily on prevention activities. The goal is:

- To reduce the overall need for health care services by City employees and their dependents;
- To prevent disease by rewarding employees and their dependents for healthy behavior that will prevent disease; and
- To lower the rate of increase in the City's health insurance premiums.

The program can be broken down as follows:

Health Risk Analysis and Education

The first major part of the program is an individual health risk analysis which will be available for each employee who desires one. This service may be provided by a health care provider that will be under contract with the City to provide these services or by the employee's primary care physician. If the employee opts to use his/her primary care physician, the result of the health risk analysis will be provided to the City's contracted health promotion provider. The health risk analysis will include but not be limited to high blood pressure, elevated cholesterol, diabetes screening, smoking, and body mass index (BMI). The aggregate results of the analysis for all City employees will be available to the City. However, consistent with federal law, the City will not have access to individual's health risk analysis.

A health care educator will be assigned and responsible to work with each and every member that signs up for the program, including spouses (dependent children are not required, but are encouraged to participate in the program). These educators will work to establish the base line for health risk factors for each member. Once established, the educators will work with the member to provide wellness goals and benchmarks. Educational material and motivation will be a core part of the program.

After the initial consultation, each member will receive at least one additional face-to-face meeting annually. Such meetings will be primarily designed to be on the job site for the employees and in a private setting. Depending on the results of the health risk analysis and the goals of the member, additional meetings will be scheduled. Should a face-to-face consultation not be practical, phone and email may be acceptable alternatives.

The City, after consultation with the Health Care Provider and the City Wellness Team, will, at a minimum, provide monthly health related programs and topics that relate to the challenges that are facing the members. The City will continue to seek creative and meaningful ways to reward and recognize employees making progress in obtaining their individual health care goals.

Health Care Advisory Team

The City's Wellness Team, which will allow for representation from the Command Unit, will meet regularly to assist in recommending health related programs, adjustments to the percentage distribution and any wellness issues or concerns that may arise. Though the Team may recommend changes or adjustments to the program, the City will make the final determination to either accept or reject such recommendations. Lastly, since communications is such an integral part of any successful program, the Team will serve as an information conduit to City employees to assist in keeping them apprised of ongoing health care issues.

Health Care Management Proposal

The insurance proposal is as follows: Employees' portion of health insurance premium increases from 15% to 25%, effective July 1, 2006. Alternatively, an employee may participate in the Health Promotion Program and make his/her intentions known to participate by July 1, 2006. The program's implementation date is July 1, 2006. During the first year of the program (7/1/06 to 6/30/07), employees and their spouses need only agree to participate in the program to obtain the 10% health insurance premium savings. After July 1, 2007, employees and spouses are expected to meet the specific goals by utilizing their 'best efforts' as established by the Health Care Educators to obtain the full 10% savings.

The components of the 10% health insurance premium savings is as follows:

3% savings (1.5% each) when both employee and spouse agree to participate in a Health Risk Assessment, a physical examination by personal physicians including the prescribed lab/x-rays;

3% savings (1.5% each) when both agree to participate in an exercise program tailored by the Health Care Educator in conjunction with the employee's physician;

2% savings (1% each) non smokers and those who quit smoking;

2% savings (1% each) obtained BMI (body mass index) goals, or related weight management program.

NOTE: In the Employee Only and Employee with Child plans, the percentages for participation in the four components double for the Employee, i.e., 1.5% becomes 3% and 1% becomes 2%.

The total adjustment to the employee's health insurance cost share will not exceed 10%.

Health Promotion Program and Health Insurance Cost Share

The proposed health insurance employees cost share is 25%. Employees and spouses who are participating in the Health Promotion Program are expected to meet the specific goals by utilizing their 'best efforts'. The program has two goals: First, to improve the health of each employee/spouse through risk assessment and education; second, to reduce the long-term cost of health insurance for each employee and the City. The use of credits is not intended by the City to be a primary source of savings, but as an instrument to make the program important and meaningful. As such, an employee/spouse who makes a 'best effort' but falls slightly short of meeting their goals will not be penalized, providing, however, that the following three criteria are met:

- a. the employee/spouse has participated in the Health Risk Assessment;
- b. has made reasonable progress and improvement since the last measurement;
- c. has been recommended by their health care provider/educator as having made their 'best effort'.

The City will meet and discuss with the Union in all cases it deems an employee/spouse to not have met this standard. Each case shall be decided on an individual basis and shall not be used as a reference in any way for any other employee.

At all time, the employee/spouse's Primary Care Physician (PCP) shall be responsible for establishing and /or modifying appropriate goals. The Health Care Educator shall be responsible, in consultation with the employee/spouse's PCP, to determine the appropriate activities to meet such goals and to determine whether or not the employee/spouse has made a 'best effort'. In the event of a conflict between the PCP and the Health Care Educator, the employee/spouse's PCP shall have final say in re-determining and/or modifying previously established goals.

Medical Spending Account

The City will continue to provide the Medical Spending Accounts through which the employee may submit receipts for office visit co-payments, lab work,

diagnostic testing, and prescriptions. The City will contribute \$400 to the Medical Spending Account. In addition the employee may increase the funds in the Medical Spending account by making additional contributions through payroll deductions and by allocating accrued sick days as allowed by the collective bargaining agreement.

APPENDIX C

~~Effective with the signing of the Contract the following employees shall be reclassified to the position of Patrol Supervisor. Said position shall carry the rank of Lieutenant. Job duties and requirements shall be in accordance with the job descriptions. Said employees shall be paid in accordance with the wage schedule attached to this contract.~~

~~Eric Audette
Rick Coron
Tim Cogle
Jim Robicheau
Scott Watkins~~