

City of Auburn, Maine

"Maine's City of Opportunity"

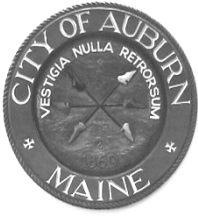
Office of the City Clerk



Council Meeting Agenda Packet

April 20, 2010

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

Tuesday, April 20, 2010

Agenda

5:00 p.m. Dinner

5:30 p.m. Workshop

- A. Discussion: Review the 2010-2014 Draft Consolidated Plan for the Community Development Program (Reine Mynahan) (30 min)
- B. Discussion: Review changes to the Community Development Block Grant & HOME Investment Investment Partnerships Programs (Reine Mynahan) (10 min)
- C. Discussion: Joint Services Collaboration/EnerGov - Citation System Fees (Eric Cousens) (15 min)
- D. Update: Update Curbside Recycling (Glenn Aho) (10 min)
- E. Discussion: Traffic Study – Minot Ave and Center Street (Glenn Aho) (10 min)

7:00 p.m. City Council Meeting

Pledge of Allegiance

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. **Consent items are as follows: Minutes of April 5, 2010; and Communication from Kiwanis Club**

II. Minutes

* Minutes of April 5, 2010

III. Reports

Mayor

City Councilors

- **Michael Farrell:** Recreation Adv Bd, Airport, Audit, Lake Auburn Watershed Protection Comm
- **Robert Hayes:** Planning Bd, Water, Library, and Railroad
- **Daniel Herrick:** MMWAC, Auburn Housing
- **David Young:** School Committee, Cable TV Adv Board
- **Raymond Berube:** Lewiston-Auburn Economic Growth Council, Sewer, Audit, USM-L/A
- **Belinda Gerry:** LA Transit, Neighborhood Stabilization Program
- **Eric Samson:** 9-1-1, Auburn Business Development Corp, Andros Valley Council of Gov

City Manager

Finance Report – Month of March

IV. Communications, Presentations and Recognitions

*042010-00 Communication from Kiwanis Club Re: Use of City Property & Waive License Fee

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

None

VII. New Business

042010-01 Resolve – Authorize City Manager to Sign Mutual Cooperation Agreement Between the Cities of Auburn and Lewiston Re: Renewal of CDBG Consortium

042010-02 Ordinance – Amendment to Chapter 29, Article 9 – Schedule of Fees (First reading)

042010-03 Resolve – Adoption of Fee Schedules (Plumbing, Electrical, Zoning and Building)

042010-04 Resolve – Continue Curbside Recycling Program

042010-05 Appointments (Sewer District (2), Water District (2), Planning Board (2), Cable TV Advisory Board (1), Community Development Loan Committee (1) and Zoning Board of Appeals (2))

042010-06 Set date for Special City Council Meeting (April 26 – Sign Election Warrant for School Budget Validation Referendum Election May 11, 2010)

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:

- A. Discussion of personnel issues
- B. Discussion or consideration by a school board of suspension or expulsion
- C. Labor contracts
- D. Contemplated litigation
- E. Discussions of information contained in records made, maintained or received by a body or agency when access by the general public to those records is prohibited by statute;
- F. Discussion or approval of the content of examinations administered by a body or agency for licensing, permitting or employment purposes; consultation between a body or agency and any entity that provides examination services to that body or agency regarding the content of an examination; and review of examinations with the person examined; and
- G. Consultations between municipal officers and a code enforcement officer representing the municipality pursuant to Title 30-A, section 4452, subsection 1, paragraph in the prosecution of an enforcement matter pending in District Court when the consultation relates to that pending enforcement matter.

**CITY OF AUBURN
APRIL 5, 2010
CITY COUNCIL MEETING**

PRESENT

Mayor Richard D. Gleason, Councilors Michael J. Farrell, Robert P. Hayes, Daniel R. Herrick, David C. Young, Raymond C. Berube, Eric G. Samson and Belinda A. Gerry, City Manager Glenn Aho, Assistant City Manager Laurie Smith, Finance Director Tracy Roy, and City Clerk Mary Lou Magno. There were approximately 75 people in the audience.

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

***MINUTES OF MARCH 15 & 22, 2010**

Approved under consent agenda.

REPORTS OF THE MAYOR

Mayor Gleason read a prepared written report noting events from March 17 thru April 2. (A copy of the report is on file in the City Clerk's Office.)

REPORTS OF CITY COUNCILORS

Councilors reported on their Council Committee Assignments

REPORTS OF THE CITY MANAGER

None

COMMUNICATIONS, PRESENTATIONS, AND RECOGNITIONS

***COMMUNICATION FROM POLICE CHIEF CROWELL RE: CONSTABLE**

Approved under consent agenda.

***COMMUNICATION FROM KORA SHRINE CIRCUS RE: TEMPORARY SIGNS**

Approved under consent agenda.

***COMMUNICATION FROM NEW AUBURN LITTLE LEAGUE RE: WAIVE FEE FOR
VICTUALERS LICENSES**

Approved under consent agenda.

OPEN SESSION

Brad White, 14 Elm Street; Larry Morrissette, PO Box 3036, Auburn; Dominic Casavant, 158 Valview Drive; Joseph Mailey, 82 Webster Street; Joe Gray, Sopers Mill Road;

OPEN SESSION CLOSED

UNFINISHED BUSINESS

None

NEW BUSINESS

1. PUBLIC HEARING – PROPOSED MUNICIPAL/EDUCATION BUDGET FY 2010-11

Brief comments were made by Glenn Aho, City Manager and Tom Morrill, Superintendent of Schools.

Mayor Gleason opened the public hearing and the following people spoke: Larry Morrissette, PO Box 3036, Auburn; Jim Wilkins, 13 Lake Street; Melissa Sundell, 42 E Bates Street; Betty Sheats, 32 Waterview Drive; Laurie Tanenbaum, 36 Lake Street; Debbie Cote, 18 Little Androscoggin Drive; Sharon Wood, 106 Lake Street; Eric Howes, 395 West Auburn Road; Rachel Lowe, 33 Bramblewood Road; Craig Jipson, 24 Hickory Drive; Joe Gray, Sopers Mill Road; Ron Potvin, 82 Northern Avenue; Pam Hart, 80 Country Club Drive; David Das, 104 Fourth Street; and Richard Trafton, 120 Highland Avenue.

Mayor Gleason closed the public hearing.

REDUCE PROPOSED MUNICIPAL BUDGET

Councilor Farrell moved to reduce the proposed municipal budget by \$2.5 million dollars. Seconded by Councilor Herrick.

Councilor Hayes moved to table. Seconded by Councilor Young. Vote: 4 Nays with Councilor Hayes, Young and Samson voting Yea.

The following made comments regarding the above amendment: Connie Mercier, Fourth Street; Betty Sheats, 32 Waterview Drive; Richard Trafton, 120 Highland Avenue; Ron Potvin, 82 Northern Avenue; Joe Gray, Sopers Mill Road; Bonnie Hayes, 172 Allen Avenue; and Melissa Sundell, 42 E Bates Street.

Councilor Berube moved to amend the motion by reducing the proposed municipal budget by \$1 million dollars. Seconded by Councilor Young. Vote: 6 Yeas with Councilor Herrick voting Nay. Vote on passage of the motion as amended: 4 Yeas with Councilors Hayes, Herrick and Samson voting Nay.

2. RESOLVE – ACCEPTING FORFEITED FUNDS

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

3. SET DATE FOR SECOND MEETING IN APRIL

Councilor Farrell moved that the second meeting in April be held on April 20th. Seconded by Councilor Berube. Vote: 6 Yeas with Councilor Hayes abstaining.

4. EXECUTIVE SESSION

Councilor Berube moved to go into Executive Session Title 1, MRSA Section 405F to discuss LAEGC Economic Achievement Awards. Seconded by Councilor Hayes. Vote: 7 Yeas.

Councilor Berube moved to come out of Executive Session. Seconded by Councilor Hayes. Vote: 7 Yeas.

5. EXECUTIVE SESSION

Councilor Young moved to go into Executive Session Title 1 MRSA Section 405A to discuss Personnel, City Manager's Evaluation. Seconded by Councilor Berube. Vote: 7 Yeas.

Councilor Farrell moved to come out of Executive Session. Seconded by Councilor Berube. Vote: 6 Yeas, No Nays (Councilor Young not present).

SUSPEND RULES

Councilor Herrick moved to suspend the rules, and moved that Open Session be held as the next item. Seconded by Councilor Farrell. Vote: 6 Yeas, No Nays (Councilor Young not present).

OPEN SESSION

Larry Morrissette, PO Box 3036, Auburn; and Glenn Aho, City Manager.

OPEN SESSION CLOSED

6. EXECUTIVE SESSION

Councilor Berube moved to go into Executive Session Title 1 MRSA Section 405C to discuss union negotiations for IAFF Local 797. Seconded by Councilor Samson. Vote: 6 Yeas, No Nays (Councilor Young not present).

Councilor Samson moved to come out of Executive Session. Seconded by Councilor Berube. Vote: 6 Yeas, No Nays (Councilor Young not present).

ADJOURNMENT – 10:25 PM

Councilor Samson moved to adjourn. Seconded by Councilor Berube. Vote: 6 Yeas, No Nays (Councilor Young not present).

A TRUE RECORD

ATTEST: _____ CITY CLERK

City of Auburn, Maine

FINANCIAL MANAGEMENT REPORT

MARCH 2010



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: March 2010 Financials
DATE: April 14, 2010

Attached please find the financial report for the month of March 2010. As a guideline for tracking purposes, revenues and expenditures should amount to approximately 75% 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 March 31st were \$57,444,951, or 83.79%, of the budget. The accounts listed below are noteworthy.

- A. Excise tax collected for the month of March is \$246,982. Excise tax collected through March is at 68.5%. This is a \$91,468 decrease from last March and a \$204,984 decrease from fiscal year 2008.
- B. State Revenue Sharing for the month of March is \$107,281 which is 4.2% more than March 2009. The total percent of budget is 65.4% which is almost 10% less than projected.
- C. Penalties & Interest are above anticipation due to collection of prior year's real estate and personal property taxes in the month of March whereby \$9,718 was collected.
- D. On March 15th the second installment of Property Taxes were due. Property Taxes are at 92.73%. In the month of March the City collected \$11,446,455 of which \$46,306 was past years taxes.
- E. Non-Business Revenue is above projections due to cable television revenue from Time Warner and Oxford Network's second payment.

Expenditures

Expenditures through March 31st were \$46,662,057 or 71.26%, of the budget. Noteworthy variances are:

- A. Mayor and Council: Maine Municipal Association dues were paid on March 8th \$20,733.
- B. Legal: The city has lawyer fees of \$11,232 in the month of March; of which \$2,939 was planning and \$3,489 was Energov.

Investments

This section contains an investment schedule as of March 31st as well as a comparison of the investments between March 31st and the prior month. Currently the City's funds are earning an average interest rate of .36%, compared to approximately .37% last year at this time.

Respectfully submitted,

Tracy Roy
Finance Director

CITY OF AUBURN, MAINE
BALANCE SHEET - GENERAL FUND
March 31, 2010

<u>ASSETS</u>	March 31 2010	February 28 2010	Increase (Decrease)
CASH	26,762,184	17,592,185	9,170,000
RECEIVABLES			-
ACCOUNTS RECEIVABLES	637,696	825,836	(188,140)
TAXES RECEIVABLE-CURRENT	3,103,831	14,514,904	(11,411,073)
DELINQUENT TAXES	410,110	411,175	(1,065)
TAX LIENS	382,995	409,569	(26,574)
NET DUE TO/FROM OTHER FUNDS	(5,493,946)	(6,339,080)	845,134
TOTAL ASSETS	25,802,872	27,414,589	(1,611,718)
			-
			-
			-
<u>LIABILITIES & FUND BALANCES</u>			
ACCOUNTS PAYABLE	57,385	87,518	(30,132)
WAGES & TAXES PAYABLE	(150,473)	(145,879)	(4,594)
ACCRUED PAYROLL	462,815	462,815	-
STATE FEES PAYABLE	27,316	13,332	13,984
PREPAID TAXES			-
IN LIEU OF BONDS	64,250	64,250	-
DEFERRED REVENUE	3,373,071	14,809,945	(11,436,874)
TOTAL LIABILITIES	3,834,364	15,291,979	(11,457,616)
			-
FUND BALANCE - NOT DESIGNATED	9,698,914	9,698,914	-
FUND BALANCE - DESIGNATED FOR WORKERS COMP & UNEMPLOYMENT			-
FUND BALANCE - DESIGNATED	1,134,224	1,134,224	-
NET CHANGE IN FUND BALANCE	11,135,370	1,289,472	9,845,898
TOTAL FUND BALANCES	21,968,508	12,122,610	9,845,898
			-
TOTAL LIABILITIES AND FUND BALANCES	25,802,872	27,414,589	(1,611,718)

CITY OF AUBURN, MAINE
REVENUES - GENERAL FUND COMPARATIVE
AS OF March 31, 2010 vs. March 31, 2009

REVENUE SOURCE	FY 2010 BUDGET	ACTUAL REVENUES THROUGH MARCH 31	% OF TOTAL BUDGET	FY 2009 BUDGET	ACTUAL REVENUES THROUGH MARCH 31	% OF TOTAL BUDGET
TAXES						
PROPERTY TAX REVENUE- PRIOR YEAR REVENUE	\$ 38,616,214	\$ 35,809,922	92.73%	\$ 38,606,328	\$ 35,373,376	91.63%
HOMESTEAD EXEMPTION REIMBURSEMENT ALLOWANCE FOR ABATEMENT	\$ 648,980	\$ 626,815	96.58%	\$ 648,980	\$ 649,520	100.08%
ALLOWANCE FOR UNCOLLECTIBLE TAXES	\$ -	\$ -		\$ -	\$ -	
EXCISE	\$ 3,100,000	\$ 2,123,650	68.50%	\$ 3,200,000	\$ 2,215,118	69.22%
PENALTIES & INTEREST	\$ 180,000	\$ 185,991	103.33%	\$ 125,000	\$ 163,748	131.00%
TOTAL TAXES	\$ 42,545,194	\$ 40,020,401	94.07%	\$ 42,580,308	\$ 39,171,820	92.00%
LICENSES AND PERMITS						
BUSINESS	\$ 49,600	\$ 30,002	60.49%	\$ 49,900	\$ 31,125	62.37%
NON-BUSINESS	\$ 297,600	\$ 206,196	69.29%	\$ 309,200	\$ 255,244	82.55%
TOTAL LICENSES	\$ 347,200	\$ 236,198	68.03%	\$ 359,100	\$ 286,369	79.75%
INTERGOVERNMENTAL ASSISTANCE						
STATE-LOCAL ROAD ASSISTANCE	\$ 446,000	\$ 2,115	0.47%	\$ 450,000	\$ 353,013	78.45%
STATE REVENUE SHARING	\$ 3,510,000	\$ 2,296,279	65.42%	\$ 3,775,000	\$ 2,668,146	70.68%
WELFARE REIMBURSEMENT	\$ 42,000	\$ 28,375	67.56%	\$ 22,500	\$ 32,385	143.93%
OTHER STATE AID	\$ 25,000	\$ 23,475	93.90%	\$ 30,000	\$ 15,866	52.89%
FEMA REIMBURSEMENT	\$ -	\$ 2,115		\$ -	\$ -	
CITY OF LEWISTON	\$ 154,000	\$ -	0.00%	\$ 154,000	\$ -	0.00%
EDUCATION SUBSIDY	\$ 16,331,017	\$ 2,115	0.01%	\$ 16,418,792	\$ 12,199,388	74.30%
TOTAL INTERGOVERNMENTAL ASSISTANCE	\$ 20,508,017	\$ 2,354,474	11.48%	\$ 20,850,292	\$ 15,268,798	73.23%
CHARGE FOR SERVICES						
GENERAL GOVERNMENT	\$ 132,675	\$ 107,168	80.78%	\$ 145,525	\$ 102,645	70.53%
PUBLIC SAFETY	\$ 103,400	\$ 37,837	36.59%	\$ 80,000	\$ 75,307	94.13%
EMS TRANSPORT	\$ -	\$ 2,115		\$ 310,000	\$ 4,482	1.45%
EMS AGREEMENT & EMS SPECIAL REVENUE	\$ 70,000	\$ 4,230	6.04%	\$ -	\$ -	
EDUCATION	\$ 2,294,836	\$ 40,185	1.75%	\$ 2,212,514	\$ 2,262,649	102.27%
TOTAL CHARGE FOR SERVICES	\$ 2,600,911	\$ 191,535	7.36%	\$ 2,748,039	\$ 2,445,082	88.98%
FINES						
PARKING TICKETS & MISC FINES	\$ 75,000	\$ 2,115	2.82%	\$ 65,000	\$ 27,274	41.96%
MISCELLANEOUS						
INVESTMENT INCOME	\$ 300,000	\$ 57,776	19.26%	\$ 400,000	\$ 212,794	53.20%
INTEREST-BOND PROCEEDS	\$ 125,000	\$ 1,830	1.46%	\$ 125,000	\$ 93,000	74.40%
RENTS	\$ 129,000	\$ 123,586	95.80%	\$ 132,500	\$ 131,207	99.02%
UNCLASSIFIED	\$ 40,500	\$ (2,659)	-6.56%	\$ 40,000	\$ 372,068	930.17%
SALE OF RECYCLABLES	\$ 21,000	\$ 25,019	119.14%	\$ 85,000	\$ 51,079	60.09%
COMMERCIAL SOLID WASTE FEES	\$ 49,600	\$ 42,390	85.46%	\$ 57,500	\$ 49,147	85.47%
SALE OF PROPERTY	\$ 30,000	\$ 28,236	94.12%	\$ 490,000	\$ 51,944	10.60%
RECREATION PROGRAMS/ARENA	\$ 33,102	\$ 20,000	60.42%	\$ 20,000	\$ 20,000	100.00%
MMWAC HOST FEES	\$ 190,000	\$ 148,522	78.17%	\$ 190,400	\$ 148,126	77.80%
9-1-1 DEBT SERVICE REIMBURSEMENT	\$ -	\$ -		\$ -	\$ -	0.00%
TRANSFER IN: TIF	\$ 258,241	\$ -	0.00%	\$ -	\$ -	
TRANSFER OUT: TIF	\$ -	\$ -		\$ (2,500,000)	\$ -	0.00%
ENERGY EFFICIENCY	\$ 7,000	\$ 2,115	30.21%	\$ -	\$ -	
CDBG	\$ 8,000	\$ 6,003	75.04%	\$ -	\$ -	
UTILITY REIMBURSEMENT	\$ 60,000	\$ 4,230	7.05%	\$ -	\$ -	
CITY FUND BALANCE CONTRIBUTION	\$ 600,000	\$ -	0.00%	\$ 575,534	\$ -	0.00%
SCHOOL FUND BALANCE CONTRIBUTION	\$ 631,000	\$ 2,115	0.34%	\$ -	\$ -	
TOTAL MISCELLANEOUS	\$ 2,482,443	\$ 459,164	18.50%	\$ (384,066)	\$ 1,129,365	-294.05%
TOTAL GENERAL FUND REVENUES	\$ 68,558,765	\$ 43,263,887	63.10%	\$ 66,218,673	\$ 58,328,708	88.08%

**CITY OF AUBURN, MAINE
EXPENDITURES - GENERAL FUND COMPARATIVE
AS OF March 31, 2010 vs. March 31, 2009**

DEPARTMENT	ACTUAL			ACTUAL		
	FY 2010 BUDGET	EXPENDITURES THROUGH MARCH 31	% OF TOTAL BUDGET	FY 2009 BUDGET	EXPENDITURES THROUGH MARCH 31	% OF TOTAL BUDGET
ADMINISTRATION						
MAYOR AND COUNCIL	\$ 98,763	\$ 85,577	86.65%	\$ 103,500	\$ 91,435	88.34%
LEGAL SERVICES	\$ 64,200	\$ 50,049	77.96%	\$ 55,000	\$ 46,428	84.41%
CITY CLERK	\$ 147,306	\$ 102,530	69.60%	\$ 140,367	\$ 94,564	67.37%
CITY MANAGER	\$ 365,536	\$ 267,638	73.22%	\$ 227,703	\$ 110,578	48.56%
HUMAN RESOURCES	\$ 137,800	\$ 94,343	68.46%	\$ 125,797	\$ 88,185	70.10%
ASSESSING SERVICES	\$ 187,118	\$ 121,404	64.88%	\$ 270,103	\$ 194,906	72.16%
FINANCIAL SERVICES	\$ 412,589	\$ 304,291	73.75%	\$ 374,058	\$ 258,911	69.22%
CUSTOMER SERVICE	\$ 7,500	\$ 580	7.74%	\$ 16,000	\$ 8,978	56.11%
TOTAL ADMINISTRATION	\$ 1,420,812	\$ 1,026,412	72.24%	\$ 1,312,528	\$ 893,986	68.11%
COMMUNITY SERVICES						
HEALTH & SOCIAL SERVICES						
ADMINISTRATION	\$ 61,766	\$ 44,860	72.63%	\$ 49,240	\$ 32,309	65.61%
ASSISTANCE	\$ 85,835	\$ 44,080	51.35%	\$ 48,450	\$ 24,001	49.54%
INFORMATION SYSTEMS					\$ 165,536	
ICT	\$ 293,862	\$ 214,470	72.98%	\$ 258,809		0.00%
ENGINEERING	\$ 347,145	\$ 227,861	65.64%	\$ 435,626		0.00%
PLANNING & PERMITTING	\$ 782,426	\$ 565,167	72.23%	\$ 829,982	\$ 596,256	71.84%
PARKS AND RECREATION	\$ 585,295	\$ 409,479	69.96%	\$ 613,361	\$ 378,907	61.78%
PUBLIC LIBRARY	\$ 919,407	\$ 689,555	75.00%	\$ 919,407	\$ 689,555	75.00%
COMMUNITY PROGRAMS	\$ 13,650	\$ 10,500	76.92%	\$ 13,650	\$ 11,850	86.81%
TOTAL COMMUNITY SERVICES	\$ 3,089,386	\$ 2,205,972	71.40%	\$ 3,168,525	\$ 1,898,414	59.91%
FISCAL SERVICES						
DEBT SERVICE	\$ 6,780,939	\$ 6,518,100	96.12%	\$ 7,026,199	\$ 6,482,288	92.26%
PROPERTY	\$ 629,749	\$ 561,883	89.22%	\$ 553,307	\$ 491,303	88.79%
WORKERS COMPENSATION	\$ 200,000	\$ 200,000	100.00%	\$ 200,000	\$ 200,000	100.00%
WAGES & BENEFITS	\$ 4,133,953	\$ 3,077,708	74.45%	\$ 4,120,408	\$ 3,059,450	74.25%
EMERGENCY RESERVE	\$ -	\$ -		\$ 329,500	\$ -	0.00%
TOTAL FISCAL SERVICES	\$ 11,744,641	\$ 10,357,691	88.19%	\$ 12,229,414	\$ 10,233,042	83.68%
PUBLIC SAFETY						
EMERGENCY MGMT AGENCY	\$ 6,352	\$ 4,058	63.88%	\$ 7,120	\$ 7,298	102.50%
FIRE DEPARTMENT	\$ 3,541,533	\$ 2,537,087	71.64%	\$ 3,642,524	\$ 2,732,286	75.01%
POLICE DEPARTMENT	\$ 2,953,587	\$ 2,289,190	77.51%	\$ 2,995,571	\$ 2,166,523	72.32%
TOTAL PUBLIC SAFETY	\$ 6,501,472	\$ 4,830,335	74.30%	\$ 6,645,215	\$ 4,906,107	73.83%
PUBLIC WORKS						
PUBLIC WORKS DEPARTMENT	\$ 4,632,101	\$ 3,066,073	66.19%	\$ 4,548,651	\$ 3,583,811	78.79%
WATER AND SEWER	\$ 504,700	\$ 381,219	75.53%	\$ 504,700	\$ 361,126	71.55%
TOTAL PUBLIC WORKS	\$ 5,136,801	\$ 3,447,291	67.11%	\$ 5,053,351	\$ 3,944,937	78.07%
INTERGOVERNMENTAL PROGRAMS						
AUBURN-LEWISTON AIRPORT	\$ 106,750	\$ 80,063	75.00%	\$ 96,750	\$ 98,000	101.29%
E911 COMMUNICATION CENTER	\$ 937,589	\$ 703,192	75.00%	\$ 950,589	\$ 698,201	73.45%
LATC-PUBLIC TRANSIT	\$ 130,000	\$ 97,500	75.00%	\$ 130,000	\$ 58,997	45.38%
LAEGC-ECONOMIC COUNCIL	\$ 96,429	\$ 72,322	75.00%	\$ 106,429	\$ 53,215	50.00%
L-A ARTS	\$ 24,267	\$ 18,200	75.00%	\$ 24,267	\$ 17,010	70.10%
COUNTY TAX	\$ 1,804,820	\$ 1,804,820	100.00%	\$ 1,969,765	\$ 1,877,972	95.34%
TAX SHARING	\$ 290,027	\$ 45,124	15.56%	\$ 325,000	\$ -	0.00%
TOTAL INTERGOVERNMENTAL	\$ 3,389,882	\$ 2,821,220	83.22%	\$ 3,602,800	\$ 2,803,394	77.81%
EDUCATION DEPARTMENT	\$ 34,197,536	\$ 21,973,135	64.25%	\$ 34,206,840	\$ 22,955,750	67.11%
TOTAL GENERAL FUND EXPENDITURES	\$ 65,480,530	\$ 46,662,057	71.26%	\$ 66,218,673	\$ 47,635,630	71.94%

**CITY OF AUBURN, MAINE
INVESTMENT SCHEDULE
AS OF MARCH 31, 2010**

INVESTMENT	FUND	ACCOUNT BALANCE	INTEREST RATE	VALUE		WEIGHTED AVG YIELD
				BOOK	MARKET	
BANKNORTH MNY MKT	GENERAL FUND	5,024,863.32	0.35%	5,024,863.32	5,024,863.32	17,587.02
BANKNORTH MNY MKT	GF-WORKERS COMP	49,078.68	0.10%	49,078.68	49,078.68	49.08
BANKNORTH MNY MKT	GF-UNEMPLOYMENT	66,333.41	0.35%	66,333.41	66,333.41	232.17
BANKNORTH CD	GF-UNEMPLOYMENT	102,135.33	2.64%	102,135.33	102,135.33	2,696.37
BANKNORTH MNY MKT	SPECIAL REVENUE	1,747,119.10	0.35%	1,747,119.10	1,747,119.10	6,114.92
BANKNORTH MNY MKT	SR-PERMIT PARKING	196,311.44	0.35%	196,311.44	196,311.44	687.09
BANKNORTH MNY MKT	SR-TIF	2,799,325.54	0.35%	2,799,325.54	2,799,325.54	9,797.64
BANKNORTH MNY MKT	CAPITAL PROJECTS	11,524,083.71	0.35%	11,524,083.71	11,524,083.71	40,334.29
BANKNORTH MNY MKT	CAPITAL PROJECTS	272,034.11	0.35%	272,034.11	272,034.11	952.12
BANKNORTH CD	CAPITAL PROJECTS	32,975.58	2.96%	32,975.58	32,975.58	976.08
BANKNORTH MNY MKT	SCHOOL	980,483.36	0.25%	980,483.36	980,483.36	2,451.21
BANKNORTH MNY MKT	ICE ARENA	47,000.09	0.10%	47,000.09	47,000.09	47.00
GRAND TOTAL		22,841,743.67		22,841,743.67	22,841,743.67	0.36%

**CITY OF AUBURN, MAINE
INVESTMENT SCHEDULE
COMPARISON OF JANUARY 31, 2010
AND FEBRUARY 28, 2010**

INVESTMENT	FUND	FEBRUARY 28, 2010		MARCH 31, 2010		INCREASE (DECREASE)	
		VALUE		VALUE		VALUE	
		BOOK	MARKET	BOOK	MARKET	BOOK	MARKET
BANKNORTH MNY MARKET	GENERAL FUND	5,024,847.02	5,024,847.02	5,024,863.32	5,024,863.32	16.30	16.30
BANKNORTH MNY MARKET	WORKERS COMP	49,074.51	49,074.51	49,078.68	49,078.68	4.17	4.17
BANKNORTH MNY MARKET	UNEMPLOYMENT	66,313.70	66,313.70	66,333.41	66,333.41	19.71	19.71
MBIA CLASS ACCOUNT	UNEMPLOYMENT	102,100.28	102,100.28	102,135.33	102,135.33	35.05	35.05
BANKNORTH MNY MARKET	SPECIAL REVENUE	1,747,103.61	1,747,103.61	1,747,119.10	1,747,119.10	15.49	15.49
BANKNORTH MNY MARKET	PERMIT PARKING	196,253.10	196,253.10	196,311.44	196,311.44	58.34	58.34
BANKNORTH MNY MARKET	TIF	2,799,309.40	2,799,309.40	2,799,325.54	2,799,325.54	16.14	16.14
BANKNORTH MNY MARKET	CAPITAL PROJECTS	11,522,427.25	11,522,427.25	11,524,083.71	11,524,083.71	1,656.46	1,656.46
BANKNORTH MNY MARKET	CAPITAL PROJECTS	271,953.27	271,953.27	272,034.11	272,034.11	80.84	80.84
BANKNORTH CD	CAPITAL PROJECTS	32,931.95	32,931.95	32,975.58	32,975.58	43.63	43.63
BANKNORTH MNY MARKET	SCHOOL	980,275.22	980,275.22	980,483.36	980,483.36	208.14	208.14
BANKNORTH MNY MARKET	ICE ARENA	46,996.10	46,996.10	47,000.09	47,000.09	3.99	3.99
GRAND TOTAL		22,839,585.41	22,839,585.41	22,841,743.67	22,841,743.67	\$2,158.26	\$2,158.26

City Council

Agenda Information Sheet

Council Meeting Date 4/20/2010 **Agenda Item No.** **Consent**

SUBJECT:

COMMUNICATION FROM KIWANIS CLUB RE: USE OF CITY PROPERTY AND WAIVE LICENSE FEE

INFORMATION:

The Kiwanis Club will hold their annual Kiwanis Pancake Breakfast on Sunday, June 13th at the municipal parking lot adjacent to the parking garage. Appropriate staff, Police, Fire, and Planning and Permitting have approved this request.

STAFF COMMENTS/RECOMMENDATION:

The City Manager recommends approval of this request.

REQUESTED ACTION:

Approval under consent agenda.

VOTE:

Kiwanis

www.kiwanis.org

April 6, 2010

Mary Lou Magno, City Clerk
City of Auburn
60 Court Street
Auburn, Maine 04210

Re: 53rd Annual Auburn-Lewiston Kiwanis Pancake Breakfast

Dear Mary Lou,

The Auburn Lewiston Kiwanis Club will hold the breakfast on Sunday, June 13, 2010 at the municipal parking lot adjacent to the parking garage in Auburn. We anticipate that the tent will need to be placed on the afternoon of Friday, June 11th.

We would like to request a waiver of the victualer's license, as has been done for many years, which would be greatly appreciated.

If you or any other municipal officials have any questions, please feel free to contact me at 312-9139 or Dan Goff, chairman of the event, at 786-4118.

I thank the City of Auburn for all of your assistance afforded to the Kiwanis Club for this wonderful community event.

Sincerely,



Craig Phillips
Secretary and Member, Pancake Breakfast Committee

cc: Lt Kevin Mulherin, Cristy Bourget, Norman Bilodeau, Chief Wayne Werts

**Auburn Lewiston Kiwanis Club-Meeting Every Wednesday, Noon, the Ramada Inn and
Conference Center, Lewiston.
795-6710 for more
information.**

Kiwanis is a global organization of volunteers dedicated to



changing the world one child and one community at a time

City Council

Agenda Information Sheet

Council Meeting Date 4/20/2010 **Agenda Item No.** 1

SUBJECT:

RESOLVE – AUTHORIZE CITY MANAGER TO SIGN MUTUAL COOPERATION AGREEMENT BETWEEN THE CITIES OF AUBURN AND LEWISTON RE: COMMUNITY DEVELOPMENT BLOCK GRANT CONSORTIUM

INFORMATION:

Three years ago, the Cities of Auburn and Lewiston entered into a contract, a Mutual Cooperation Agreement, to renew the Auburn-Lewiston consortium. The consortium is the only mechanism by which either city can receive HOME Investment Partnerships Program funds. The funds bring in about \$320,000 to the City of Auburn annually. The City of Auburn is the lead agency in the consortium. The Mutual Cooperation Agreement expires on June 30, 2010. The agreement describes the responsibilities of the representative member (lead) as well as that of each member. The HOME Program is used exclusively to expand housing opportunities for low-income households. Each member offers programs that assist households to purchase a home, rehabilitate their home, develop rental housing, and provide rental assistance to tenants.

City Council Workshop – April 5, 2010

STAFF COMMENTS/RECOMMENDATION:

City Manager recommends approval of the resolve.

REQUESTED ACTION:

Motion for passage of the resolve.

VOTE:

City of Auburn

City Council, Auburn, Maine

Date: April 20, 2010

TITLE: RESOLVE – AUTHORIZE CITY MANAGER TO SIGN MUTUAL COOPERATION AGREEMENT BETWEEN THE CITIES OF AUBURN AND LEWISTON RE: COMMUNITY DEVELOPMENT BLOCK GRANT CONSORTIUM

Be It Resolved by the Auburn City Council, that the City Manager is hereby authorized to sign the Mutual Cooperation Agreement that extends the consortium between the City of Auburn and City of Lewiston under the HOME Investment Partnerships Program for a three-year period.

Motion for acceptance:

Seconded by:

Vote:

Action by the City Council:

Date:

Attest:

City Clerk

AL (AUBURN-LEWISTON) CONSORTIUM
MUTUAL COOPERATION AGREEMENT
TO FORM A CONSORTIUM UNDER THE
HOME INVESTMENT PARTNERSHIPS PROGRAM

MUTUAL COOPERATION AGREEMENT made this th day of , 2010, by and between the City of Auburn and the City of Lewiston (units of general local government) organized and existing under the laws of the State of Maine.

WHEREAS, the Congress of the United States of America has enacted the Cranston-Gonzalez National Affordable Housing Act, HOME Investment Partnerships Program; and

WHEREAS, the U.S. Department of Housing and Urban Development (hereinafter, "HUD") has promulgated regulations, notices, and requirements as now or hereafter in effect, allowing units of general local government to enter into mutual cooperation agreements to form a consortium or continue an existing consortium for the purpose of obtaining funding as a participating jurisdiction under the HOME Investment Partnerships Program (hereinafter, "HOME Program"), and

WHEREAS, the signatory units of general local government intend hereby to establish a consortium to cooperate in undertaking or assisting in pursuing housing assistance activities through the HOME Investment Partnerships Program, as it may be amended, and

WHEREAS, the signatories to this agreement agree to comply with all requirements of HUD regulations and requirements as now or hereafter in effect for eligibility to participate to the maximum extent possible in the HOME Program to create or improve affordable housing for their low and moderate income residents.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties to this agreement do agree as follows:

SECTION 1 - DEFINITIONS

- a.** "Member" means a unit of local government that is a signatory to this Agreement and therefore a member of the Consortium for the purpose of carrying out eligible activities under HUD regulations and requirements as now or hereafter in effect.
- b.** "Representative Member" means a unit of local government designated hereafter as the one member to act in a representative capacity for all members for the purposes of this Agreement, as defined in HUD regulations and requirements as now or hereafter in effect.
- c.** "Subrecipient" is a public agency or non-profit selected by the member to administer all or a portion of the member's HOME Program.
- d.** "Consolidated Strategy and Plan" means a Consolidated Plan, as defined in HOME Program

Regulation 92.2 and required by HUD regulations and requirements as now or hereafter in effect.

e. “CHDO” means a Community Housing Development Organization, as defined in HUD regulations and requirements as now or hereafter in effect.

f. “HUD Regulations and Requirements” means those HUD regulations and requirements which are applicable to the HOME Investment Partnerships Program.

g. “Commitment” means the member has executed a legally binding agreement with a recipient or a subrecipient to use a specific amount of HOME funds to produce affordable housing or provide tenant-based rental assistance; or has executed a written agreement reserving a specific amount of funds to a community housing development organization; or has met the requirements in the regulations to commit to a specific local project.

h. “Program Income” means gross income received by the member or subrecipient directly generated from the use of HOME funds or matching contributions. When program income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the percentage of HOME funds used.

SECTION 2 - DESIGNATION OF REPRESENTATIVE MEMBER; POWERS AND DUTIES OF REPRESENTATIVE MEMBER

a. The City of Auburn, acting through its Community Development Director for the Community Development Department, hereinafter Consortium Administrator, will be designated as and agrees to assume overall responsibility as the Representative Member for this consortium for the purposes of the HOME Program, in compliance with HUD HOME Program statutes, regulations, and instructions, now or hereafter in effect, for the duration of this Agreement.

b. The Representative Member shall have access to all Member records related to the use of HOME program funds for the purpose of ensuring compliance with HUD regulations.

c. The Representative Member shall establish and maintain the local HOME Investment Trust Fund required by HUD regulations and requirements as now or hereafter in effect.

d. The Representative Member shall establish, with the prior consent of the Member units, such administrative procedures as may be necessary to facilitate the application for and distribution of HOME program funds.

e. Representative Member may provide technical assistance to the Members upon request. Said assistance shall not relieve each Member from compliance with all relevant HOME regulations, nor unduly burden the Representative Member.

f. The Representative Member may withdraw funds from the HOME Investment Trust Fund for a particular Member or Member’s project only upon receipt of a written requisition signed by the Member requesting the disbursement.

g. The Representative Member may amend this Mutual Cooperation Agreement on behalf of the consortium to add new members to the consortium. When members are added, the funding formula shall be revised and agreed upon by all Members including the new Member.

SECTION 3 - DUTIES OF MEMBER UNITS OF LOCAL GOVERNMENT

- a.** Each Member agrees to cooperate in undertaking or assisting in the pursuit of housing assistance activities for the HOME Investment Partnerships Program.
- b.** The Consortium collectively acting through its Representative Member and each of its Members, acting through its Community Development Director (or other individual designated by each Member's chief executive officer), agrees to carry out eligible activities in accordance with the requirements of HUD regulations and requirements as now or hereafter in effect.
- c.** Each Member shall be responsible for obtaining the necessary local approvals for acceptance and allocation of HOME program funds.
- d.** Each Member shall be responsible for submitting to the Representative Member all information necessary for participation in the consortium as defined in HUD regulations, requirements, and schedules as now or hereafter in effect. This includes, but is not limited to, information necessary for the Consolidated Plan, Annual Plan, description of the use of HOME funds, the HOME Program Description including tasks to be performed, a schedule for completing the tasks, budget, and certifications, HOME Agreements executed with subrecipients, and performance reports.
- e.** Each Member shall be responsible for obtaining matching funds or matching fund credits for all of its projects as required by HUD regulations and requirements as now or hereafter in effect.
- f.** Project Management.
 - (i)** Each Member shall be responsible for project management and shall perform all procedures and tasks necessary to develop, design, implement and monitor each specific project and shall fully comply with uniform administrative requirements as stated in HOME Program regulation 92.505. The Member shall describe how each proposed project and site satisfy all applicable HOME Program regulations and the requirements of this Agreement and shall record these determinations in each project/site file together with an official approval memorandum signed by Member's responsible HOME Program staff. For multiple site programs the Member shall provide the proposed program guidelines and any amendments to the same to the Representative Member for review.
 - (ii)** Unless agreed to in advance, Members shall be responsible to utilize Community Housing Development Organization (CHDO) reserve on an annual basis.
- (ii)** Members shall assure that its share of the 18-month commitment requirement under the

HOME Investment Partnerships Program regulations is met. Once projects are committed, each Member shall submit a commitment letter with the Consortium.

SECTION 4 - FUNDING

a. The Representative Member shall be entitled to an amount of 4% of HOME Program funds for administration of the Consortium which shall be deducted from the annual allocation. Each Member will then share the remaining 6% for administration funds permitted under the cap allowance pro-rata in relation to the percentage of HOME Program funds received by each member annually.

b. After the set aside for administration, each Member will share equally HOME Program funds allocated to the Consortium each year. A Member may voluntarily relinquish a portion or all of its HOME allocation, in writing, to another Member of the Consortium.

c. HOME funds will be deposited into and disbursed from the Consortium HOME Investment Trust account established by the Representative Member consistent with HOME Program regulation 92.500 the HOME Investment Trust Fund and 92.502 Program disbursement and information system. All loan repayments, interest, or other returns on investments shall be deposited into this account on a quarterly basis.

d. Reservation of HOME Funds.

(i) Project Set-Up in IDIS. Each Member may request that the Representative Member "set up" in the federal Integrated Disbursement and Information System (IDIS) or any successor system, i.e. establish an activity and reserve funds for each particular site or eligible activity, after meeting all the requirements of the Mutual Cooperation Agreement, the applicable HOME Project Funding Agreement, and all other related preliminary agreements.

(ii) Each Member shall forward a Set-Up Request in writing to the Representative Member, enclosing a HUD Project Set-Up Report together with the Auburn-Lewiston Consortium Project Compliance Checklist (AL Checklist), completed through the project initiation stage. . The Representative Member will not establish a site or activity in the IDIS System if one or more of the following conditions occur: HUD Set-Up Report is incomplete; the data on the HUD Set-Up Report or other site data are inconsistent with HOME Program requirements; or if the required acquisition/relocation procedures are incomplete or inadequate.

(iv)The Representative Member agrees to provide the Member or its designated lower tier recipients with HOME Program funds in the amounts as stated in the executed HOME Project Funding Agreements, as they may be amended from time to time, for the purposes described in said Project Funding Agreements, provided that the Member has complied with all requirements of the HOME Program and this Agreement.

e. HOME Agreements.

(i) Prior to disbursing HOME Program funds each Member shall enter into a HOME agreement with the recipient including all provisions described in HOME Program regulation 92.504, or its successor.

(ii) The Member shall include in each such HOME agreement additional provisions as may be required by HUD and such reasonable requirements as may be requested by the Representative Member consistent with HOME Program regulations and this Agreement.

f. Review of Project Funding Instruments. Members shall transmit any proposed funding instruments and agreements to the Representative Member for review consistent with the applicable Consortium guidelines, as they may be amended from time to time. Once guidelines and funding instruments have been approved by the Representative Member, the Member may execute such funding instruments without further review by the Representative Member. Each Member must keep originals or certified copies of all case-specific funding instruments and related documents in project files.

g. Expenditures. The Member shall meet the principles and standards of cost allowability stated in the current OMB Circular A-87, "Cost Principles for State and Local Governments."

h. Processing and Release of Project Funds.

(i) Pre-Release Requirements.

(A) Funding Instruments. HOME Project Funding Agreement and funding agreements with subrecipients must be executed prior to set-up and/or drawdown. Closing documents with recipients must be executed or a specific closing scheduled prior to drawdown. No funds will be authorized or released for work done prior to the effective date of this Agreement and the applicable Consortium-Member HOME Project Funding Agreement.

(B) Environmental clearance. A Release of Funds, if applicable, must have been received from HUD for this project or activity.

(C) Set-up Request. The site shall be set-up in the HUD IDIS system as provided in Section 4 - Funding, paragraph d, herein.

(ii) Disbursement Procedure. The Representative Member shall draw down and release HOME funds on a reimbursement or "pay as you go" basis to the Member or on behalf of the Member to such designated subrecipient, vendor or other recipient as mutually approved by the Representative Member and Member consistent with the following procedure:

(A) Invoice. An invoice requesting payment shall be submitted to the Member by the entity to be paid or reimbursed. Invoices must appear on the letterhead of the entity or another standard invoice form approved by the Representative Member and be signed by an individual authorized by the entity. Each invoice must contain the following information: invoice number, date, name of project, period of time covered by the requisition, types

Auburn Lewiston HOME Consortium – Mutual Cooperation Agreement

and amounts of expenditures. Requests for payment shall be limited to the amount currently needed for the payment of eligible costs consistent with HOME Program regulation 92.504(c)(2)(vi).

- (B) Approval by Member. Each invoice submitted shall have been reviewed and approved by the Member for accuracy, quantity and quality of work, materials or services provided, consistency with contractual terms, and compliance with all applicable HUD and HOME Program regulations. As required by HOME Program regulation 92.504(c)(2)(vi) the Member shall limit the requested disbursement of project funds to the amount presently needed for payment of eligible costs.

- (D) Processing Requisition and Checks. The Representative Member will process all approved requisitions for payment in a manner consistent with Auburn accounts payable procedures. Incomplete or non-conforming requisitions will be returned to the Member. Checks will be mailed to the designated payee unless alternative arrangements have been made with the Representative Member.

- (E) General. The Representative Member reserves the right to modify procedures herein as needed to comply with HUD and Auburn requirements. In such case, advance notification will be provided to the Members. Considerations unique to specific projects including but not limited to construction retainage, contingencies, retainage for compliance, and other aspects will be addressed on a case by case basis in a manner mutually acceptable to the Representative Member and Member and shall be described by the Member in a specific Project Description and attached to a HOME Project Funding Agreement.

i. Reversion of Assets. Upon expiration of this Agreement, each Member shall transfer to the Consortium HOME Investment Trust any HOME funds on hand at the time of expiration and accounts receivable attributable to the use of HOME funds per HOME Program regulations 92.503 and 92.504(c) and HUD Notice CPD 97-09. In the event the Consortium is dissolved, HOME funds and receivables shall remain in the custody of the Member, unless otherwise provided by HUD.

SECTION 5 - SETASIDE FOR COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS

Each Member is responsible for reserving not less than 15 percent of its HOME funds for investment only in housing to be developed, sponsored, or owned by community housing development organizations (CHDOs), in accordance with the Consortium's Program Administration Guidelines and HOME Program regulations 92.300 - 92.303, as they may be amended from time to time.

SECTION 6 - TERM OF AGREEMENT AND RENEWAL

a. This Agreement shall commence on July 1, 2010 and remain in effect during the period necessary to complete all activities funded by Federal Fiscal Year (FFY) 2011, 2012, and 2013 HOME Program grants or until the Consortium's status as a participating jurisdiction in the HOME Program is revoked by HUD, whichever occurs first. Members of the Consortium agree to a program year of July 1 to June 30 for the purposes of HOME.

b. Nothing in this Agreement obligates a Member to become a signatory to a future agreement to continue the Consortium for HOME Program grants subsequent to FY2013. Each Member shall notify the Representative Member at least 60 days before the effective date of such future agreement if it intends not to become a signatory. Notwithstanding the foregoing, if the following FFY grant information is not available 60 days before the effective date, a Member shall use best efforts to notify the Representative Member as soon as possible after it receives the grant information.

SECTION 7 - REPAYMENT OF FUNDS AND PENALTIES

a. Repayment of HOME Funds to HUD.

(i) In the event that HUD requires the Representative Member to repay HOME funds disbursed to the Consortium for failure to meet affordability requirements as set forth in applicable HUD regulations, or for any other reason, each Member shall reimburse the Representative Member for the amount of funds required to be repaid on account of that Member's use of HOME funds. Consistent with the foregoing, the Representative Member, when acting as a Member shall remain solely liable to HUD for repayment of HOME funds originally awarded to the Representative Member, if required on account of the Representative Member's use of such HOME funds as a Member.

(ii) In the event that HUD requires repayment of HOME funds by the Representative Member which cannot be attributed to a single Member's use of such funds, each Member shall be liable to repay to the Representative Member, a proportional percentage of such repayment amount equal to the Member's portion of the total Consortium HOME Program funding allocation.

b. Cancellation. Each Member agrees to repay the Consortium HOME Investment Trust all HOME funds released to the Member attributable to a project in the event such project is cancelled for any reason. Such repayment shall be made within the time period specified by HUD or other reasonable time period agreed to by the Representative Member.

c. Violations. Each Member who continues to violate any HOME Program regulation, provision of this Agreement, or provision of a HOME Project Funding Agreement, after having an opportunity to cure, shall repay to the Consortium HOME Investment Trust Account any HOME funds disbursed directly to recipients or subrecipients, with respect to the site or sites where the violation has occurred, or such amount as HUD determines.

d. Penalties.

(i) Member. Each Member shall reimburse the Representative Member the full amount of any

penalties assessed against the Representative Member by HUD as a result of that Member's use of HOME funds pursuant to this Agreement. Each Member shall reimburse the Representative Member the Member's proportionate share of any penalties assessed by HUD against the Representative Member which penalties cannot be attributed to specific Members' use of HOME funds.

(ii) Representative Member. The Representative Member shall reimburse the Consortium the full amount of any penalties assessed against the Consortium by HUD as a result of the Representative Member's failure to comply with HUD regulations.

e. Restriction on Future Funds. The Representative Member may withhold and restrict a Member's access to HOME funds if the Member fails to cure a violation, fails to repay HOME funds or fails to pay the penalties provided for above. Funds withheld in the amounts necessary to repay HOME funds or penalties should be charged against the Member's HOME funds in the following order:

(i) First against the funds for the project or projects in which the violation occurred or which are the subject of dispute between the Representative Member and Member;

(ii) Second against any other HOME funds allocated to the Member in the same fiscal year;

(iii) Finally against HOME funds allocated to such Member in future fiscal years.

If HUD subsequently determines that no violation has occurred, the Representative Member shall make the withheld funds available to the Member for HOME projects. Otherwise such funds are retained for the benefit of the Consortium or in the case of penalties to reimburse the Representative Member or Consortium as the case may be.

SECTION 8 - OPPORTUNITY TO CURE OR DISPUTE VIOLATIONS, LEGAL RECOURSE AND INDEMNIFICATION

a. Opportunity to Cure. The Representative Member shall provide a written notice to a Member of the violation of any provisions of this Agreement, a HOME Project Funding Agreement, or applicable HUD regulations. The notice shall set forth a description of the violation, the steps which must be taken to cure the violation and a reasonable time period established by mutual consent of the parties within which to effect the cure. However, if the parties are unable to agree to a deadline for full compliance, the Representative Member shall establish said deadline. The Representative Member may extend the time for cure if the Member proves its failure to cure was for circumstances beyond its control.

b. Disputing a Violation. If the Member and Representative Member disagree as to whether a violation has occurred, either may request HUD's determination of whether a violation exists. The Member disputing the Representative Member's finding of a violation may expend the subject funds, subject to repayment, unless the Representative Member chooses to withhold the funds.

c. Legal Recourse. In the event that any Member, including the Representative Member acting in its

representative capacity, fails to comply with this Agreement, a HOME Project Funding Agreement, or a HOME Program or other HUD regulation or finding or fails to cooperate with any other Member, the Representative Member or the Consortium in complying with a HUD finding, the Representative Member or any other Member may take any steps necessary to fulfill its obligations to HUD and under this Agreement, including but not limited to legal action.

d. Indemnification for Violations. Each Member shall hold harmless and defend the Representative Member, the Consortium and the other Members from and against all claims for repayment of HOME project funds attributable to such Member's failure to comply with applicable HUD regulations, this Agreement, or any HOME Project Funding Agreement, and from penalties, costs and attorneys' fees related to such failure.

SECTION 9 - FAIR HOUSING

a. Each Member agrees to affirmatively further fair housing in accordance with applicable Federal Law, Consolidated Strategy and Plan and with 24 CFR 570.904(c).

b. Affirmative Marketing. Each Member shall adopt and implement an Affirmative Marketing Plan including affirmative marketing procedures for HOME assisted housing containing 5 or more housing units consistent with the requirements of HOME Program regulations 92.351. Each Member shall summarize these procedures in an affirmative marketing plan for each project. Documentation of action taken to carry out said site-specific plans shall also be placed in said files.

SECTION 10 – HOME/GENERAL PROVISIONS

a. Federal Regulations. The provisions of 24 CFR Part 92, HOME Investment Partnerships Program, Final Rule, 24 CFR Part 92 dated September 16, 2003 (hereinafter "HOME Program regulations") and all future amendments and revisions to the same are hereby incorporated into and made a part of this Agreement. The Representative Member and Members shall at all times comply with said HOME Program regulations, and shall comply with other related Federal and state statutes and regulations, Executive Orders, OMB Circulars, and all future revisions and amendments to the same. The Members shall become thoroughly familiar with all of the foregoing requirements as applicable and shall ensure that all projects comply in all respects.

b. Environmental Review. The release of funds for all HOME assisted projects and activities is subject to environmental review as set forth in HOME Program regulation 92.352 and 24 CFR 58. Each Member shall prepare and provide to the Representative Member all information necessary to obtain Release of Funds from HUD and documentation to establish specific site clearance consistent with Consortium procedures.

c. Equal Opportunity. Each Member shall comply with all applicable Federal and State laws governing discrimination and equal opportunity. In particular, each Member shall ensure compliance with HOME Program regulations 92.350 and the following statutes and executive orders pertaining to Equal Opportunity: Fair Housing Act; Executive Order 11063 (Equal Opportunity in Housing); Civil Rights Act of 1964, Title VI (Nondiscrimination in Federally Assisted Programs); Age Discrimination

Act of 1975; Rehabilitation Act of 1973, Section 504; Executive Order 11246 (Equal Employment Opportunity); Housing and Urban Development Act of 1968, Section 3; Executive Orders 11625 and 121432 (Minority Business Enterprise); Executive Order 12138 (Women's Business Enterprise).

d. Labor Standards. Each Member shall comply with and/or ensure compliance with all applicable state and federal labor laws, including but not limited to the Davis/Bacon Act, 40 U.S.C. 276a-5 et. seq., as applicable pursuant to HOME Program regulations 92.354. In particular, each Member shall comply with and/or ensure compliance with all applicable federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), and all future amendments and revisions thereto. Each Member shall require certification as to compliance with the provisions of this paragraph as required by HOME Program regulation 92.354.

e. Records. Each Member shall maintain all applicable records for its project(s) consistent with HOME Program regulations 92.508 Record-keeping. In addition each Member shall make available copies of all such records as may be requested by the Representative Member for administration of the Consortium.

f. Reports. The Representative Member shall, on behalf of the Consortium submit such reports (with full and complete copies to the Member) as may be required pursuant to HOME Program regulations 92.509 Performance Reports. Each Member shall cooperate with the Representative Member in providing all data and information specific to each community and projects in such formats and time frame as required by HUD and the Representative Member. In addition, each Member shall prepare and submit to the Representative Member the project completion reports required by HOME Program regulation 92.502(d) Submission of project completion reports. This report shall be submitted to the Representative Member within 45 days of the final requisition for HOME funds together with a fully completed AL Consortium Project Compliance Checklist. Following review of the above for completeness, the Representative Member shall transmit the Project Completion Report on behalf of the Consortium to HUD as required by 92.502(d).

g. Religious Organizations. Each Member shall ensure that HOME funds are not disbursed to a primarily religious organization as prohibited by HOME Program regulations 92.257. In addition, each Member shall comply with the provisions of the above regulation with respect to assisting wholly secular organizations established by religious organizations which may be eligible to participate in HOME funded projects.

h. Conflict of Interest.

(i) In accordance with HOME Program regulation 92.356, the procurement of property and services by the Consortium, its Members and subrecipients is governed by the conflict of interest provisions stated in 24 CFR 85.36 and 24 CFR 84.42. Each Member shall comply with all applicable federal and state conflict of interest rules and shall endeavor to ensure the compliance with the same by all subrecipients as defined in HOME Program regulations 92.2 or other persons designated to receive HOME funds pursuant to this Agreement. At a

minimum, each Member shall make a copy of all applicable conflict of interest provisions available to all recipients of HOME Program funds.

(ii) The conflict of interest provisions of part (i) of this section shall apply to the following persons: any person who is an employee, agent, consultant, officer, elected or appointed official of the Representative Member, or of the Members designated herein, or any state recipient, or subrecipient of HOME funds. None of the foregoing who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefits from a HOME assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Any exceptions to the conflict of interest provisions stated or cited herein must be approved by HUD in accordance with HOME Program regulation 92.356(d). Each Member shall advise the Representative Member in writing as to any such exceptions granted by HUD.

i. HOME Project Requirements. Each Member shall perform and carry out the projects as described in the HOME Program Descriptions approved by HUD during the period covered by this Agreement and funded pursuant to Consortium-Member HOME Project Funding Agreements (Master Agreements and/or single project agreements), consistent with specific Project Descriptions and in compliance with the requirements of HOME Program regulations Subpart F, Project Requirements, as applicable, depending upon the type of project assisted. Each Member shall comply with requirements contained in Subparts E and F specifically in HOME Program regulations 92.205 to 92.215 concerning eligible and prohibited activities, income targeting requirements in regulations 92.216 and 92.217, unit subsidy limits, and all other applicable requirements stated in regulations 92.250 through 92.258. Written agreements executed with a subrecipient or other entity shall contain provisions requiring compliance with the regulations cited herein.

j. Ownership, Use, and Disposition of Property. Each Member shall comply with the affordability provisions referenced in HOME Program regulations 92.252 - 92.256, as applicable, which include income targeting, use requirements, initial and subsequent sale restrictions. For rental projects assisted with HOME funds, each Member shall require that the affordability requirements of HOME Program regulation section 92.252 be enforced by deed restriction or by restrictive covenants running with the land in accordance with HOME Program regulation 92.252(e). If a Member fails to comply with any of the requirements of this provision, the Member shall be required to repay HOME funds disbursed pursuant to this Agreement, consistent with HOME Program regulation 92.503(b). Each Member shall describe in the Project Descriptions the specific restrictions to be utilized for each project.

k. Post-Completion Requirements. Upon completion of a project, each Member shall enforce all applicable short and long-term special requirements. Such requirements include, but are not limited to: compliance with housing affordability requirements (see HOME Program regulations 92.252 – 92.255 and 92.504(c)), and compliance with the Housing Quality Standards (see regulation 92.251 and 92.504(c)&(d)). Each Member shall require owners of HOME assisted housing to comply with the requirements stated above and all applicable requirements for the duration of the applicable period

of affordability and shall incorporate such time period into the duration of agreements executed with recipients of HOME funds. Prior to the anticipated completion date for each site, each Member shall prepare a plan for each post-completion enforcement responsibility by site and shall include such plans in each site file. Each Member shall notify the Representative Member of compliance with this requirement by completing the Post-completion Plan item on the ALConsortium Project Compliance Checklist for each site.

l. Other Federal Regulations and Provisions. Each Member shall comply with Federal regulations incorporated in HOME Program regulation Subpart G, sections 92.300 through 92.303, Subpart H, sections 92.350 through 92.357, and all other applicable HOME regulations as well as all project requirements per this Agreement, provided that a Member's responsibilities with respect to environmental review contained in Subpart H shall be as stated in SECTION 10 – HOME GENERAL PROVISIONS, paragraph b., Environmental Review above.

m. Lead-Based Paint. Each Member shall remain solely responsible for ensuring that all projects at all times comply with applicable requirements of the Lead Based Paint Poisoning Prevention Act, 42 U.S.C. 4821, et, seq.; Lead-Based Paint Regulations 24 CFR Part 35 and all future revisions and amendments to the same. Each Member shall also ensure that all projects comply with such Lead-Based Paint regulations as may be adopted pursuant to HOME Program regulation 92.355, and with the applicable requirements of the Maine Lead Paint Statute, and all future revisions and amendments to the same.

n. Audit and Monitoring.

(i) General. Consortium and Member records shall be audited consistent with 24 CFR 44 (OMB A-128; Government entities) and non-profit subrecipient records shall be audited consistent with OMB A-133. Each Member shall be responsible for the cost of all audits performed on its records and operations pursuant to this section and may use designated HOME administrative funds. Other entities shall be responsible for the cost of their audits, respectively, and shall not use HOME funds for any portion of the cost of such audits unless expressly approved by a Member and included as an authorized cost in the Project Budget. Each Member and/or its subrecipient shall make available all such records and documents as requested by the Representative Member, HUD, and/or the Comptroller General of the United States. Such parties may examine and make copies, excerpts or transcripts from such records and may audit all contracts, procurement records, invoices, materials, payrolls, personnel records, conditions of employment, and all documents relating to all matters covered by this Agreement.

(ii) HUD Performance Reviews and Monitoring. HUD may conduct performance reviews and monitoring of the Consortium and of the Members as provided in HOME Program regulations 92.550 - 92.552. Each Member agrees to cooperate with HUD and the Representative Member to undertake such remedial action as may be required pursuant to HOME Program regulation 92.551, Corrective and remedial actions.

(iii) Monitoring by the Representative Member. The Representative Member shall perform periodic monitoring of projects on behalf of the Consortium. Such monitoring will include,

but shall not be limited to, an annual review of the activities of owners of housing assisted with HOME funds, as applicable in accordance with HOME Program regulation 92.504(d), and an annual review of the performance of each contractor and recipient of HOME Program funds. Each Member shall cooperate with the Representative Member throughout these monitoring procedures and shall implement such corrective action as requested by the Representative Member consistent with HOME Program regulations.

- (iv) Monitoring by Member. Each Member shall monitor its recipients at least annually to ensure full compliance with all applicable requirements. All monitoring shall be performed in accordance with applicable HUD monitoring guidelines and on forms agreed to by the Representative Member and Members. Each Member shall follow shall be responsible to follow through to resolve and clear any monitoring findings with respect to their own projects.

o. Indemnification.

- (i) Disclaimer. Each Member shall hold harmless and defend the Representative Member, the Consortium, and the other Members from and against all claims arising from any latent, or patent defects in any work performed or services provided with respect to each Member's projects pursuant to this Agreement and any duly executed Consortium-Member HOME Project Funding Agreement.

- (ii) Indemnification. Each Member shall indemnify, hold harmless and defend the Representative Member, the Consortium, and its agents, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from the use of HOME funds disbursed pursuant to this Agreement with respect to each Member's projects, provided that any such claim, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and (2) is caused in whole or in part by any negligent act or omission of a Member, anyone directly or indirectly employed by a Member, or anyone for whose acts the a Member may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

p. Insurance. Each Member shall require that all owners, contractors and subrecipients of HOME assisted projects shall at all times maintain certain types of insurance coverage consistent with the character of the project and shall ensure compliance with the following as applicable.

- (i) Certificate of Insurance. At time of closing of a grant or loan providing assistance, each Member shall obtain a certificate of insurance covering the assisted premises. Said certificate shall provide coverages of the types and amounts stated in subparagraphs (A) and (B) herein. The insurance provided shall be maintained for the duration of the note, mortgage or the affordability period, whichever is longer.

(A) The certificate of insurance shall provide, at a minimum, comprehensive general liability insurance and property insurance with an arrangement of coverage specifying the premises. The certificate shall name the Member as loss payee. Any changes from the standard required coverages and amounts as stated below must be mutually agreed to in advance and in writing by the Member and Representative Member.

(B) Minimum Requirements. Typically, the following coverage will be required at the minimum amounts indicated:

Property Insurance: Minimum Amount = 80% of market replacement value or amount of HOME funds invested and all senior indebtedness, whichever is greater.

Liability Insurance: Minimum Amount = HOME funds and all senior indebtedness.

(ii) Flood insurance. All HOME - assisted projects are subject to the Federal Flood Disaster Protection Act and associated regulations. Each Member shall ensure compliance with the applicable requirements, including ensuring the provision of flood insurance protection coverage. At time of closing for providing assistance, each Member shall obtain a certificate of insurance covering the assisted premises. Said certificate shall provide the following minimum coverage: Minimum Amount = HOME funds and all senior indebtedness.

(iii) Construction Insurance. Prior to the commencement of work on any HOME-assisted site, each Member shall obtain a certificate of insurance covering the work to be performed. Said certificate shall provide coverages for premises, operations, contractual liability, completed operations, automobile liability, employers liability, workers' compensation and professional liability (where applicable). Minimum amounts are stated in subparagraphs (A) and (B) below. The insurance shall be maintained for the duration of the work to be performed.

(A) Minimum Requirements. Typically, the following coverages will be required at the minimum amounts indicated:

Workmens' Compensation:	Statutory coverage.
Employer's Liability:	\$100,000 Coverage B
Comprehensive General Liability:	\$300,000 each occurrence
Bodily Injury:	\$500,000 each occurrence
Property Damage:	\$100,000 each occurrence \$300,000 aggregate

(B) Automobile Liability (case by case basis, subject to determination by Member and Representative Member) for owned and non-owned vehicles:

Property Damage:	\$100,000 each occurrence \$100,000 aggregate
Bodily injury	\$250,000 each occurrence

\$500,000 aggregate

q. Displacement and Relocation.

- (i) **General.** Each Member shall take all reasonable steps to minimize displacement of persons consistent with the requirements of HOME Program regulation 92.353. In the event that displacement cannot be avoided, each Member shall ensure compliance with HOME Program regulation 92.353, including the provision of relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, hereinafter "URA", as amended. In addition, the Member shall ensure compliance with the most current edition of HUD Handbook 1378 "Tenant Assistance, Relocation and Real Property Acquisition".
- (ii) **Use of Community Development Block Grant funds (CDBG).** If CDBG funds are utilized in the HOME assisted project for optional relocation costs (not administrative or planning costs) and/or for any project based costs, including staff project delivery costs, each Member shall ensure compliance with all applicable provisions of the Housing and Community Development Act of 1974, and applicable implementing regulations set forth in 24 CFR 570.
- (iii) **Responsibility of Member.** Each Member shall prepare and maintain all necessary displacement and relocation plans and documentation, including, but not limited to site-by-site relocation plans, determinations of comparable housing, amounts and types of relocation assistance proposed, etc. as required by the URA. Each Member shall record compliance with all applicable relocation requirements on the AL Consortium Project Compliance Checklist.

r. Acquisition. The acquisition of real property for a HOME project is subject to HOME Program regulation 92.353, the URA and the requirements of 49 CFR 24, Subpart B. Each Member shall ensure compliance with all of the foregoing, and shall prepare and maintain all necessary acquisition documentation, including, but not limited to: appraisals, offer letters, required notices, checklists, and any related materials.

s. Procurement. Each Member agrees to fully comply with applicable requirements as referenced in 24 CFR 85.36 and related HUD Notices and will ensure compliance with 24 CFR 84.40 to 84.48 for nonprofit subrecipient organizations. Procurement steps must satisfy all applicable advertisement, competitive pricing, minority outreach, award, documentation and related requirements. Note that 24 CFR 24 prohibits the use of debarred firms and requires certain certifications for transactions consistent with 24 CFR 24, Appendix B.

t. Loan Servicing. In the event a loan or loans are issued with HOME funds, the Representative Member and each Member shall work out appropriate arrangements for the financial servicing of said loan(s) satisfactory to the parties. Each Member shall establish and maintain accounting records and procedures consistent with 24 CFR 85.20, HOME Program regulations 92.505 and 92.508(a)(6), including but not limited to individual loan case files, loan account histories, posting of payments and/or deferrals, account maintenance and updates, recording of loan discharge documents, preparation of IRS reports as applicable, loan portfolio reports, loan receivables control, loan repayment and interest reports, and related loan management documents. Loan payments, repayments and recaptures shall be handled in accordance with 92.503.

u. Assignability. Neither any Member nor the Representative Member shall assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or novation.

v. Liens.

(i) General. Each Member shall ensure that any property benefiting through a HOME-assisted activity is free from any attachments, tax liens, mechanics' liens or any other encumbrances except as provided in paragraph (ii) below.

(ii) A property assisted with HOME funds may have multiple mortgages subject to the discretion of each Member, and subject to loan underwriting analysis confirming sufficient equity is available to secure such HOME loan as may be secured by said property.

SECTION 11 - CHANGES

In the event that changes in this Agreement become necessary, a Member initiating such changes shall notify the Representative Member in writing describing the subject changes. Upon mutual consent regarding the requested changes, the Representative Member shall prepare an amendment to this Agreement incorporating said changes which shall become effective following execution of the respective authorized signatories of the Members.

SECTION 12 - APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine and all applicable HUD regulations. HUD HOME Program regulations (primarily at 24 CFR Part 92) and requirements, as now or hereafter in effect, are incorporated by reference and shall take precedence for determining any issues that may arise concerning the Consortium.

SECTION 13 - SEVERABILITY

a.. The provisions of this Agreement are severable. In the event that any provision herein is declared void or unenforceable, all other provisions shall remain in full force and effect.

b. This Agreement is executed in two (2) counterparts, each of which shall be deemed to be an original and constituting together one and the same instrument, this being one of the said counterparts.

SIGNATORIES

IN WITNESS WHEREOF the parties hereto have executed this Agreement in two counterparts, as of the date first written above.

Representative Member:

Member:

Auburn Lewiston HOME Consortium – Mutual Cooperation Agreement

City of Auburn, by its
City Manager
Glenn Aho

City of Lewiston, by its
City Administrator
Edward A. Barrett

Witness

Witness

City Council

Agenda Information Sheet

Council Meeting Date 4/20/2010 **Agenda Item No.** 2

SUBJECT:

**ORDINANCE – AMENDMENT TO CHAPTER 29, ARTICLE 9, SECTION 9.1
AND 9.2 (FIRST READING)**

INFORMATION:

The Zoning Ordinance currently includes a fee schedule as Article 9 of the ordinance. Because it is part of the zoning ordinance it requires a public hearing and recommendation by the Planning Board prior to the City Council holding two public readings to make changes. For this reason, many communities adopt fees based on City Council adopted policy and not as part of the zoning ordinance. A policy fee schedule can be changed with one public vote of the City Council. The timing of this change is consistent with efforts to align fee schedule with the City of Lewiston and recommendations for codification of City Ordinances. A copy of the January Planning Board Report and proposed ordinance amendment is attached for review. The Planning Board discussed this proposal at the December and January meetings and the Board voted unanimously to recommend approval. Approval of these deleted fees will require that the Council include zoning related fees in a new fee schedule to be adopted at the May 3, 2010 City Council Meeting. City Council Workshop March 15, 2010

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: April 20, 2010

**TITLE: ORDINANCE – AMENDMENT TO CHAPTER 29, ARTICLE 9 –
SCHEDULE OF FEES (FIRST READING)**

Be It Ordained by the Auburn City Council that Chapter 29, Article 9, Section 9.1 Establishment of Fees be amended as attached, and that section 9.2 Fee Schedule be deleted effective July 1, 2010

Motion for passage for acceptance of first reading:

Seconded by:

Vote:

Motion for acceptance of second reading and final passage:

Seconded by:

Vote:

Action by the City Council:

Date:

Attest:

City Clerk

ARTICLE 9 SCHEDULE OF FEES

Sections

9.1 Establishment of Fees

~~9.2 Fee Schedule~~

9.1 Establishment of Fees

The City Council, ~~upon recommendation of the Planning Board,~~ shall from time to time establish and amend a schedule of fees to be paid upon the filing of certain applications and petitions described in the Zoning Ordinance.

No certificate, permit, special exception, variance or zoning ordinance amendment shall be issued unless or until such fees have been paid in full by the applicants or petitioners; nor shall any action to schedule public hearings on applications or petitions be taken until the fees related to the application or petition have been paid in full.

If an approved application or petition is required to be recorded at the Registry of Deeds, the applicant or petitioner shall pay such fee.

[The fee descriptions and amounts shall be located in the City of Auburn Fee Schedule.](#)

9.2 Fee Schedule

APPLICATION OR PETITION

	FEE
A. Zoning Ordinance Text and Map Amendments	
Private Petitions	\$200
B. Subdivision Review	
Minor Subdivision	\$250 per lot/unit
Major Subdivision, Preliminary Review	\$500 & \$100 per lot/unit
Major Subdivision, Final Review	\$500
C. Appeals Application	\$150
D. Special Exception Applications	\$450
(1) Traffic Impact Analysis Review	\$100
(2) Storm Water Analysis Review	\$100
E. Taylor Pond Summer Camp Conversion Permits	\$10
F. Signs	
(1) Permanent Signs	\$25 + .50 per sq ft of area
(2) Temporary Signs	\$10 + .50 per day
G. Notice to Abutters	\$.50 plus the cost of a First Class stamp per mailed notice.

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: City initiated zoning text amendment – Public hearing for a recommendation to the City Council on a proposal to amend the City Of Auburn Zoning Ordinance, Chapter 29, Section 9.2, to remove the fee schedule from the ordinance and add zoning fees to a single fee schedule for all ordinances of the City, pursuant to Section 8.1 of Chapter 29.

Date: January 12, 2010

As we discussed at the December hearing the fees for zoning applications are adopted as text within the zoning ordinance. It is more common for municipalities to adopt fees based on policy or as a single section of an entire ordinance for all fees of the ordinance. This proposal is before the Board for two reasons:

1. Staff is working with Lewiston to have a similar fee structure for all permits including planning, building, plumbing, electric, etc. The purpose is to reduce the costs of implementing the new permitting software, Energov, and for the convenience of customers working in both communities.
2. Ordinance Codification- The City Clerk is working on codifying all local ordinances for the City. The attorney(s) working on this project are recommending a single fee section that will list all fees related to City Ordinances.

I. DEPARTMENT REVIEW

Police Department:

A. No concerns.

Fire Department:

B. No concerns.

Water and Sewer District:

C. No concerns.

Engineering Department:

D. No concerns.

Public Works / Traffic:

E. No concerns.

II. RECOMMENDATION:

Staff recommends that the Planning Board Support the proposal and recommend approval to the City Council.

Eric J. Cousens

City Planner

City of Auburn, Maine

"Maine's City of Opportunity"

Office of Planning & Permitting

MEMORANDUM

TO: Glenn Aho, City Manager
FR: Eric Cousens, City Planner
RE: Approval of Development Fee Schedules
DT: April 15, 2010

As you may recall, at your March 15, 2010 Council workshop, staff from the Cities of Auburn and Lewiston presented a power point presentation regarding the alignment of Lewiston's and Auburn's development related permit fees. There are a number of benefits in having the same development related fees for Lewiston and Auburn; however, the most important is customer service. The alignment of our fees is a component of the EnerGov Project. EnerGov is a planning, code enforcement, and business licensing software program that tracks projects, people, and integrates with our geographic information system (GIS). It is our goal to implement this new software effective July 1, 2010.

The zoning ordinance (Chapter 29) currently includes a zoning fee schedule as Section 9 of the ordinance. Because it is part of the zoning ordinance it requires a public hearing and recommendation by the Planning Board prior to the City Council holding two public readings to make changes. For this reason, many communities adopt fees based on City Council adopted policy and not as part of the zoning ordinance. A policy fee schedule can be changed with one public vote of the City Council. The Auburn Planning Board has considered removing the fees from the zoning ordinance and recommends that the City Council do so.

The other fees for building, plumbing and electrical permits and inspections are not part of the zoning ordinance and therefore require only one review and vote of the City Council to be amended.

The following actions are requested in order to realign our development related fees as proposed:

1. At the April 20, 2010 City Council Meeting the zoning fee schedule will be considered for first reading and voted on to amend as shown on the attached copy of Chapter 29, Section 9 of the Ordinance with an effective date of July 1, 2010.
2. Also at the April 20, 2010 meeting the Council will hold a public hearing and vote to eliminate the old building, plumbing and electrical fee schedules and replace them with the proposed Auburn /Lewiston fee schedules, also effective July 1, 2010.

3. At the May 3, 2010 City Council meeting the Council will be asked to complete a second reading and final approval of the amendments to the zoning fee schedule in Chapter 29, Section 9 of the Ordinance with an effective date of July 1, 2010.

This memo is intended to be an overview of the process, however, City Council information sheets detailing the requested actions at each hearing will be provided for Council consideration.

Staff has worked diligently with our counterparts in Lewiston and we are very pleased to present a single fee schedule to be shared by both Cities. This is an important step in implementing the Energov project which will make the permitting experience more similar, transparent and efficient than it ever has been in the Twin Cities. The Lewiston City Council will also consider the adoption of the new Lewiston/Auburn development related fee schedules at their meeting of April 20, 2010.

Thank you.

City Council

Agenda Information Sheet

Council Meeting Date 4/20/2010 Agenda Item No. 3

SUBJECT:

RESOLVE – ADOPTION OF FEE SCHEDULE

INFORMATION:

The City Council considered this item at their March 15th City Council Workshop. Staff has worked with the City of Lewiston to develop a single fee schedule for both cities. There are a number of benefits in having the same development related fees for Lewiston and Auburn; however, the most important is customer service. The alignment of our fees is a component of the EnerGov Project. Attached are the current and proposed fees for plumbing, electrical, zoning and building. The Lewiston City Council will also consider the adoption of the same fee schedules at their meeting of April 20, 2010.

STAFF COMMENTS/RECOMMENDATION:

The City Manager recommends approval of the resolve.

REQUESTED ACTION:

VOTE:

City of Auburn

City Council, Auburn, Maine

Date: April 20, 2010

**TITLE: RESOLVE – ADOPTION OF FEE SCHEDULES (PLUMBING
ELECTRICAL, ZONING AND BUILDING)**

Be It Resolved by the Auburn City Council That, the existing Plumbing, Electrical, Zoning and Building Fee Schedules be amended by replacing the existing fees with the proposed fees as attached, effective July 1, 2010.

Motion for acceptance:

Seconded by:

Vote:

Action by the City Council:

Date:

Attest:

City Clerk

	PLUMBING FEE SCHEDULE	
<u>Plumbing Permit Fees</u>	<u>Proposed L/A Fee Amount</u>	<u>Existing State Minimum and Current L/A Fee</u>
<u>Internal</u>		
L/A Fee Fee	\$9 per fixture/\$36 minimum	\$6 per fixture/\$24 minimum
<u>Subsurface Waste Water</u>		
Nonengineered Systems *	\$150.00	\$100.00
Field Only	\$100.00	\$75.00
Treatment tank only (non eng.)	\$75.00	\$50.00
Engineered system	\$300.00	\$200.00
Treatment tank only (eng.)	\$120.00	\$80.00
Holding Tank	\$150.00	\$100.00
Other system components	\$50.00	\$20.00
Separate Laundry Disposal Field	\$50.00	\$35.00
Seasonal Conversion	\$75.00	\$50.00
Variance	\$50.00	\$20.00
Primitive system (inc 1 alt wc)	\$150.00	\$100.00
Alternative Toilet Only	\$75.00	\$50.00

ELECTRICAL INSPECTION FEES

Section 1.17, Chapter 9

new fees

Minimum Fee: Residential	\$25.00	\$32.00
Commercial	\$35.00	\$42.00
Dwelling unit(s) per unit Single-Family / Multi-Family (incls. Service/ openings)	\$50.00	\$58.00
All Temporary Services	\$25.00	\$30.00
Service, single phase (panel & meter)		
up to 100 amps (includes cable hook-up)	\$10.00	\$12.00
each additional 100 amps or fraction thereof	\$5.00	\$7.00
each additional meter	\$5.00	\$7.00
each subpanel, up to 100 amps	\$5.00	\$7.00
each subpanel, additional 100 amps or fraction thereof	\$5.00	\$10.00
Service, three phase (panel & meter)		
up to 100 amps	\$25.00	\$30.00
each additional 100 amps or fraction thereof	\$5.00	\$7.00
each additional meter	\$5.00	\$7.00
each subpanel, up to 100 amps	\$10.00	\$10.00
each subpanel, additional 100 amps or fraction thereof	\$10.00	\$10.00
Wiring Openings (opening = total of outlets, lights & switches - 120 volt)		
1-10 openings	\$10.00	\$12.00
11-30 openings	\$15.00	\$15.00
31-60 openings	\$20.00	\$20.00
61 or more, each additional	\$0.50	\$0.50
Appliances 240 volts		
ranges, ovens, water heaters, dryers, air conditioners, etc.	\$10.00	\$10.00
Appliances 120 volts		
compactors, dishwashers, disposals, air conditioners, etc.	\$5.00	\$5.00
Domestic Heat		
electric, per KW	\$1.00	\$3.00
gas, oil, central air, other	\$10.00	\$12.00
Manufactured Dwellings per unit (incls. Service equipment)	\$40.00	\$42.00
Swimming Pools		
Above ground	\$40.00	\$40.00
In ground	\$50.00	\$50.00
Circuses, carnivals, fairs, festivals,(mass gatherings)		
up to 400 amps	\$50.00	\$50.00
more than 400 amps	\$100.00	\$100.00
Transformers, Generators and UPS (battery back-up)		
1 to 10 kw/kva	\$15.00	\$18.00
11 to 25 kw/kva	\$20.00	\$24.00
Over 25 kw/kva	\$25.00	\$30.00
Alarm & Low Voltage System (copper or fiber)		
Fire, burglar (except as provided in SS 1.20 & 1.21)	\$15.00	\$18.00
additional .50 per outlet over 10 (permit & license required).		\$0.50
Computer, phone, cable, satellite dish, sound, closed circuit TV	\$15.00	\$18.00
additional .50 per outlet over 10 (permit required, no license required).		\$0.50
Motors		
fractional to 5HP	\$5.00	\$8.00
6HP to 10HP	\$10.00	\$12.00
11HP up to 25HP	\$15.00	\$18.00
each additional 5HP or fraction thereof over 25hp	\$2.00	\$2.00
Signs		
portable, mobile	\$15.00	\$15.00
permanent	\$25.00	\$25.00
Emergency lighting battery pack unit(s) per unit	\$5.00	\$7.00
Water pumps, sewer pumps, gas pumps, well pumps (per unit)	\$10.00	\$10.00
Hot tubs, Spas & Saunas	\$25.00	\$37.00
Private request electrical inspection / report (realty, homeowner, consumer etc.)	\$150.00	\$150.00
Inspection for State licensing of a business	\$40.00	\$40.00
Yearly industrial permit (does not include new structures or additions)	\$250.00	\$250.00
Belated fee: Fee for electrical work undertaken prior to the issuance of the appropriate electrical permit (non-emergency).		
	First offense per calendar year 100.00	\$200.00
	*additional offense(s) per calendar year (max). \$1,600.00	\$1,600.00
	(second offense \$200 - third \$400 - fourth \$800 - five or more \$1600 per offense)	
* Belated fee doubles for each additional offense within a calendar year to a maximum of \$1600.00 per offense.		
Inspections and department call outs after normal business hours - * \$ 150.00 minimum		
*Additional time beyond three hrs shall be calculated @ time +1/2 for the on call electrician.		
*Yearly rate for fire alarm box connection		
DET 6 electronic unit(s)	\$400.00	\$400.00
Mechanical box connection(s)	\$425.00	\$425.00

Zoning and Land Use Permits Fees	L/A Proposed Fee	Auburn Existing	Lewiston Existing
4/12/2010			
Zoning Amendments			
Text Amendment	\$400 + PRA	\$200 + PAN	\$315
Map Amendment	\$400 + PRA	\$200 + PAN	\$525
Zoning Board			
Appeal/ Interpretation/ Variance/ Conditional Use Permit: Multiple appeal types ie. administrative/interpretational/variance, etc are \$150 per appeal type	\$150 + PRA	\$150 + PAN	\$105
Site Plan Review			
Minor projects: Interdepartmental/Staff Review	\$200	No Fee	Review: \$210 Amendment: \$105
Major Projects and Subdivision of Existing Structures: Planning Board Review/Special Exceptions	\$500 + PRA	\$450 + PAN	Review: \$525 Amendment: \$263
Site Plan Amendment			
Staff Approved Amendment/De minimis change	\$100	No Fee	No Fee
Planning Board Approved Amendment	Same as Site Plan Review.Major Projects fee above	Se Site Plan Review above	See Site Plan Review above
Subdivision Review			
New lots/structures	\$750 for first 3 lots, plus \$100 per unit thereafter	\$250 per lot or \$500 plus \$100 per lot	\$525 for the first 5 lots, plus \$53 each additional lot
Delegated Review(In addition to Site Plan or Subdivision fee when required)			
Includes one or all areas (stormwater, TMP, Site Law, etc.)	\$1000 plus applicable site plan review fee	\$650 + PAN	Review: \$840-\$1050 Amendment: \$420-\$630
Zoning Conformance/Rebuild Letter			
	\$50	No Fee	No Fee
Independent professional review fees			
Staff may determine, due to the size and nature of a project, that a peer review is necessary to generate facts sufficient to warrant a finding that certain applicable criteria			
Engineering Inspection Fees			
Inspections required by the City Engineer for projects that directly impact municipal infrastructure or for proposed city streets shall be paid for by the developer/applicant.			
PRA: Plus Required Advertising			
\$100.00 per required public newspaper notice (see table below)			
Request Type	Planning Board(PB) or Zoning Board(ZB)	City Council (CC)	Total Advertising fee
Zoning Ordinance Text or Map Amendment Petitions	2 PB	1 CC	\$300.00
Zoning Board of Appeals	2ZB(Auburn) / 0ZB (Lewiston)	0	\$200.00 N/A
Site Plan Review (Major/Special Exception with or without Delegated Review)	2PB	0	\$200.00
NOTES:			
Delegated Review - Authority to review (1) large developments that generate 100+ trips in an hour [TMP] for MDOT; (2) development three to seven acres in area for the MDEP - Maine Department of Environmental Protection MDOT - Maine Department of Transportation Special Exception/Conditional Use - Permitted uses subject to additional regulations and conditions. Subdivision of Existing Structures - Any proposal for re-use /redevelopment of existing building(s) that result in the creation of 3 or more dwelling units. TMP - Traffic Movement Permit PAN - Plus Abutters Notice (\$0.50 + postage stamp)-this existing cost to be replaced by the above referenced PRA			

City of Lewiston and City of Auburn
BUILDING PERMIT FEE SCHEDULE
PROPOSED

Building Permit Fees	Auburn Current Fee	Lewiston Current Fee	Proposed Fee
Single Family			
New Construction / Additions	\$10 base + \$0.14 sf (first floor) + \$0.12 sf (additional floors)	\$0.21 sf	\$20 base + \$0.21 sf
Accessory Structure	\$10 base + \$0.05 sf	\$21 base + \$0.05 sf	\$20 base + \$0.05 sf
Renovation < \$2,500	\$15	\$21 base + \$2.50 per \$1,000 value	\$20
Renovation > \$2,500	\$20 base + \$5.00 per \$1,000 value	\$21 base + \$2.50 per \$1,000 value	\$20 base + \$5.00 per \$1,000 value
Multi-family			
New Construction / Additions	\$10 base + \$0.19 sf (first floor) + \$0.12 sf (additional floors)	\$0.25 sf	\$20 base + \$0.25 sf
Mobile Homes			
New or Used	\$10 base + \$0.14 sf	\$0.11 sf	\$20 base + \$0.14 sf
Additions	\$10 base + \$0.14 sf (first floor) + \$0.12 sf (additional floors)	\$0.21 sf	\$20 base + \$0.21 sf
Commercial			
New Construction	\$15 base + \$0.19 sf (first floor) + \$0.12 sf (additional floors)	\$0.16 - \$0.35 sf	\$20 base + \$0.30 sf (per floor)
Renovation	\$20 base + \$7.00 per \$1,000 value	\$21 base + \$5.00 per \$1,000 value	\$20 base + \$7.00 per \$1,000 value
Foundation Only	\$25 base + \$0.12 sf	\$21 base + \$5.00 per \$1,000 value	\$20 base + \$5.00 per \$1,000 value
Swimming Pools			
Above Ground Swimming Pool	\$30	\$32	\$30
In-ground Swimming Pool	\$75	\$32	\$75
All Structures			
Fences	No Fee	\$21	\$20
Underground Storage Tank	No Fee	\$32 (first tank) + \$11 (additional tanks)	\$32 (first tank) + \$11 (additional tanks)
Moving Building	\$100	\$53	\$100
Driveways	No fee	\$21	\$21
Change of Use	No fee	\$32	\$32
Certificate of Occupancy	Included in Permit	Included in Permit (\$260 penalty)	Included in Permit (\$260 penalty)
Signs	\$25 base + \$0.50 sf	\$27 base + \$0.11 sf	\$25 base + \$0.50 sf
Demolition			
Less than 1,000 sf	\$5 base + \$0.02 sf	\$27	\$27
Greater than 1,000 sf and less than 5,000 sf	\$5 base + \$0.02 sf	\$80 + \$0.02 sf	\$80 + \$0.02 sf
Greater than 5,000 sf	\$5 base + \$0.02 sf (maximum of \$60, same lot \$20)	\$210 + \$0.02 sf	\$210 + \$0.02 sf

NOTES:

sf - square feet

City Council

Agenda Information Sheet

Council Meeting Date 4/20/2010 **Agenda Item No.** 4

SUBJECT:

RESOLVE – CONTINUE CURBSIDE RECYCLING PROGRAM

INFORMATION:

Staff is requesting that the current curbside recycling program continue until the City Manager and staff have had an opportunity to research a new recycling program, that will be presented to the City Council for approval.

STAFF COMMENTS/RECOMMENDATION:

The City Manager recommends approval of the resolve.

REQUESTED ACTION:

VOTE:

City of Auburn

City Council, Auburn, Maine

Date: April 20, 2010

TITLE: RESOLVE – CONTINUE CURBSIDE RECYCLING PROGRAM

Be It Resolved by the Auburn City Council to continue the current curbside recycling program until such time as a new recycling program is accepted by the City Council.

Motion for acceptance:

Seconded by:

Vote:

Action by the City Council:

Date:

Attest:

City Clerk

City Council

Agenda Information Sheet

Council Meeting Date 4/20/2010 **Agenda Item No.** 5

SUBJECT:

APPOINTMENTS

INFORMATION:

At the City Council Workshop on April 5th, the Council discussed appointments to several boards and committees. Based on those discussions the following appointments are requested to be made at the April 20th City Council Meeting:

- * Sewer District – Stephen Ness and Joseph DeFilipp until March 2014
- * Water District – Roy Farnsworth and K.C. Geiger until March 2014
- * Planning Board – Robert Bowyer as a full member until April 2013 and Emily McMullen as an Associate Member until April 2013
- * Cable TV Advisory Board – Edward Desgrosseilliers until January 2013
- * Community Development Loan Committee – Eva Degen until April 2013
- * Zoning Board of Appeals – Michael Dixon until October 2013 and Lawrence Pelletier, Associate Member until April 2013

City Council Workshop April 5, 2010

STAFF COMMENTS/RECOMMENDATION:

REQUESTED ACTION:

Motion for approval of appointments as stated above.

VOTE:

City Council

Agenda Information Sheet

Council Meeting Date 4/20/2010 **Agenda Item No.** 6

SUBJECT:

SET DATE FOR SPECIAL CITY COUNCIL MEETING

INFORMATION:

The City Council is being requested to hold special meeting on April 26, 2010 at 7:00 pm for the purpose of signing the Election Warrant for the School Budget Validation Referendum Election, which will be held on May 11, 2010.

STAFF COMMENTS/RECOMMENDATION:

City Manager recommends approval of this motion.

REQUESTED ACTION:

Motion to hold a Special City Council Meeting on April 26, 2010 at 7:00 pm.

VOTE: