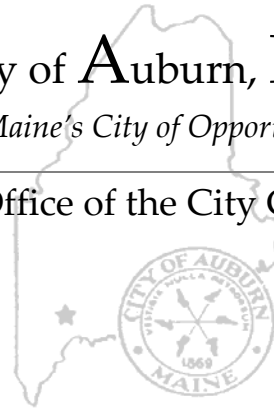


City of Auburn, Maine

"Maine's City of Opportunity"

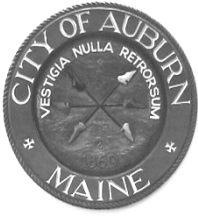
Office of the City Clerk



Council Meeting Agenda Packet

April 5, 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 April 5, 2010

Agenda

5:00 p.m. Dinner

5:30 p.m. Workshop

- A. Discussion: Review changes to the Community Development Block Grant and Home Investment Partnership Programs Budget as a Result of March 15th City Council Workshop (Reine Mynahan) (10 min)
- B. Discussion: Renewal of Consortium Agreement with City of Lewiston for Home Investment Partnership (Reine Mynahan) (10 min)
- C. Discussion: Appointments (Councilors Hayes and Berube) (15 min)
- D. Discussion: Spring Clean Up (Glenn Aho) (20 min)
- E. Discussion: Recycling (Glenn Aho) (25 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 March 15th and 22nd, 2010; Communication from Police Chief Crowell; Communication from Kora Shrine Circus; and Communication from New Auburn Little League**

II. Minutes

* Minutes of March 15th and 22nd, 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

IV. Communications, Presentations and Recognitions

*040510-00 Communication from Police Chief Crowell Re: Constable

*040510-00 Communication from Kora Shrine Circus Re: Temporary Signs

*040510-00 Communication from New Auburn Little League Re: Waive fee for Victualers License

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

040510-01 Public Hearing – Proposed Municipal/Education Budget FY 2010-11 (Brief comments by City Manager and School Superintendent)

040510-02 Resolve – Accepting Certain Forfeited Funds

040510-03 Set date for second meeting in April (April 20th - Tuesday)

040510-04 Executive Session – LAEGC Economic Achievement Awards (Title 1 MRSA Section 405F)

040510-05 Executive Session – Personnel - City Manager's Evaluation (Title 1 MRSA Section 405A)

040510-06 Executive Session – Union Negotiations for IAFF Local 797 (Title 1 MRSA Section 405C)

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 Council

Workshop Information Sheet

Council Workshop Date: 4-5-2010 Workshop Item: A

SUBJECT:

DISCUSSION: REVIEW CHANGES TO THE COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIP PROGRAMS BUDGET AS A RESULT OF MARCH 15TH CITY COUNCIL WORKSHOP

INFORMATION:

On March 15, 2010 the Auburn City Council reviewed the Community Development Block Grant and HOME Investment Partnerships Program budgets for FY2010. The City Council requested the following changes to the Community Development budget: 1) increase Recreation Scholarships; 2) better understanding of transportation services for Veterans; and 3) reduce Tedford Housing's budget.

Community Concepts withdrew the medical transportation request. Therefore, Recreation Scholarships will be increased by the Community Concepts reduction - \$10,000. Tedford Housing's funding was reduced by \$3,000 and those funds were placed in the Main Street Beautification project. The Community Development allocation for FY2010 will be \$54,317 greater than the number presented to the City Council in March. This increase will also be allocated to the Main Street Beautification project.

The HOME Program allocation will be decreased by \$1,285 from the number presented in March. The decrease will be a reduction in the Administration account.

STAFF REQUEST:

City Council feedback on the proposed budget in preparation for budget adoption on May 3rd.

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
BUDGET FY 2009 AND FY 2010**

	FY 2009 BUDGET <u>AS AMENDED</u>	FY 2010 BUDGET
PLANNING AND ADMINISTRATION		
PROGRAM ADMINISTRATION	117,739	140,000
HOUSING ADMINISTRATION	57,100	44,000
GOODS AND SERVICES	41,050	37,600
CONSOLIDATED PLAN CONSULTING SERVICES	25,000	0
SUBTOTAL	240,889	221,600
ECONOMIC DEVELOPMENT		
ECONOMIC STIMULUS LOAN PROGRAM	18,800	12,000
COMMERCIAL LOAN PROGRAM	37,995	100,000
SUBTOTAL	56,795	112,000
AFFORDABLE HOUSING		
REHABILITATION LOAN PROGRAM	273,817	300,000
COMMUNITY CONCEPTS WEATHERIZATION	94,500	83,000
WEATHERIZE L/A	4,000	5,000
LEAD HAZARD REDUCTION PROGRAM MATCH	150,000	99,415
LEAD TESTING/CLEARANCE/TRAINING	2,000	7,000
DOWNPAYMENT ASSISTANCE	56,326	58,445
GOOD NEIGHBOR/HOME OWNER START-UP	13,443	9,996
SUBTOTAL	594,086	562,856
SPECIAL PROJECTS/PROGRAMS		
ACQUISITION AND DEMOLITION	0	100,000
SUBTOTAL	0	100,000
PUBLIC IMPROVEMENTS		
MAIN STREET BEAUTIFICATION	389,000	282,317
NORTHERN AVENUE PLAYGROUND	40,000	0
VINCENT SQUARE PARK	0	40,000
BOYS & GIRLS CLUB MASONRY	20,000	20,000
SUBTOTAL	449,000	342,317
PUBLIC SERVICES		
ANDROSCOGGIN HEAD START/FAMILY ADVOCACY	8,959	9,228
AUBURN RECREATION DEPARTMENT/RECREATION SCHOLARSHIPS	21,000	35,000
LITERACY VOLUNTEERS OF ANDROSCOGGIN COUNTY/ADULT LITERACY	8,635	8,685
BOYS & GIRLS CLUB FAMILY DEVELOPMENT	0	3,000
COMMUNITY CONCEPTS, INC./HOME BUYER EDUCATION	5,000	5,000
COMMUNITY CONCEPTS, INC./MEDICAL TRANSPORTATION	0	0
ABUSED WOMEN'S ADVOCACY PROJECT/SOCIAL SERVICES	7,500	10,000
ADVOCATES FOR CHILDREN/WASHBURN RESOURCE CENTER	6,500	7,500
HEATING ASSISTANCE LOAN PROGRAM	20,000	15,000
AMERICAN RED CROSS/DISASTER RELIEF	1,989	4,000
TEDFORD HOUSING/SUPPORT SERVICES FOR HOMELESS	1,989	5,000
TRI-COUNTY MENTAL HEALTH SERVICES/SUPPORT SERVICES FOR MI	1,989	10,000
ANDROSCOGGIN HOME CARE & HOSPICE/HOME HEALTH SERVICES	1,990	2,500
AUBURN SCHOOL DEPARTMENT/WASHBURN SCHOOL PLAYGROUND	0	12,640
COMMUNITY CONCEPTS, INC./\$2 PER RESIDENT DONATION	0	0
SENIORS PLUS/FINANCIAL SUPPORT FOR SERVICES	0	0
SUBTOTAL	85,551	127,553
CONTINGENCY	25,000	32,521
TOTAL BUDGET	1,451,321	1,498,847

**HOME INVESTMENT PARTNERSHIPS PROGRAM
BUDGET FY2009 AND FY2010**

	<u>FY2009</u> <u>BUDGET</u>	<u>FY2010</u> <u>BUDGET</u>
SALARIES		
PROGRAM ADMINISTRATION	17,400	31,715
HOUSING PROJECTS ADMINISTRATION	27,400	27,000
GOODS AND SERVICES	7,500	7,300
SUBTOTAL	<u>52,300</u>	<u>66,015</u>
AFFORDABLE HOUSING		
HOMEBUYER ASSISTANCE *	60,000	110,182
HOMEBUYER ASSISTANCE/SPECIAL PROJECT		50,000
HOMEOWNER REHABILITATION *	15,600	87,773
RENTAL HOUSING DEVELOPMENT *	208,886	300,000
TENANT BASED RENTAL ASSISTANCE/SECURITY DEPOSIT	15,858	32,328
SUBTOTAL	<u>300,344</u>	<u>580,283</u>
TOTAL	\$352,644	\$646,298

City Council

Workshop Information Sheet

Council Workshop Date: 4/5/2010

Workshop Item: B

SUBJECT:

DISCUSSION: RENEWAL OF CONSORTIUM AGREEMENT WITH CITY OF LEWISTON FOR HOME INVESTMENT PARTNERSHIP

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.

A copy of the contract is attached.

STAFF REQUEST:

Staff requests that this item be placed on the next City Council Agenda for action.

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

Workshop Information Sheet

Council Workshop Date: 4/5/10 **Workshop Item:** C

SUBJECT:

DISCUSSION: APPOINTMENTS

INFORMATION:

Councilors Hayes and Berube have suggested appointments as reflected in the attached memo. Also attached are Community Service Volunteer Forms as completed by their suggested appointees. Councilors Hayes and Berube will discuss any or all of these appointments with the City Council.

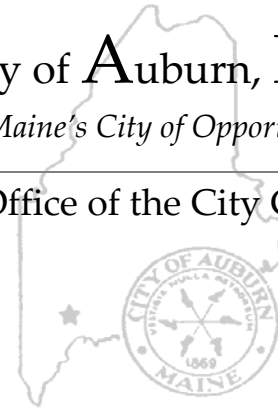
STAFF REQUEST:

If the City Council so requests, any or all of these appointments will appear on the next City Council agenda for action.

City of Auburn, Maine

"Maine's City of Opportunity"

Office of the City Clerk



To: Mayor Gleason and City Councilors

From: Mary Lou Magno for Councilors Hayes and Berube

Re: Discussion of Appointments

Date: March 24, 2010

At the April 5th City Council Workshop, one of the items discussed will be appointments and re-appointments to boards/committees within the City.

The appointments sub-committee met on March 23rd and discussed the following appointments:

- Sewer District – Re-appoint Stephen Ness and Joseph DeFilipp until March 2014
- Water District – Re-appoint Roy Farnsworth and K.C. Geiger until March 2014
- Planning Board – Appoint Robert Bowyer as a full member until April 2013
Appoint Emily McMullen as an Associate Member until April 2013
*Note: One vacancy still remaining – Associate Member
- Cable TV Advisory Board – Re-appoint Ed Desgrosseilliers until January 2013
- Community Development Loan Committee – Appoint Eva Degen until April 2013
- Zoning Board of Appeals – Re-appoint Michael Dixon until Oct. 2013
Appoint Lawrence Pelletier as an Associate Member until April 2013
*Note: One vacancy still remaining – Associate Member

Attached to this memo are Community Service Volunteer Forms that have been completed by each of the above-named individuals.

Councilors Hayes and Berube look forward to discussing any or all of these appointments with the City Council.

Positions are posted on the City website and posted in the City Clerk/Tax lobby area.

City Council

Workshop Information Sheet

Council Workshop Date: 4-5-2010 Workshop Item: D

SUBJECT:

Discussion: Spring Cleanup

INFORMATION:

This item is by City Council request. The City's Spring Clean-up this year is the week of May 3rd. We are conducting Spring Clean-up the same as in past years, only we are limiting the amount of brush we pick up so that it's reasonable. Also, due to Lewiston cancelling its Spring Clean-up, we are notifying Police Officers to be watchful for those who might bring materials from outside of Auburn to our curbsides. We also will be reasonably enforcing our "picking" ordinance so that we do not compound out illegal junkyard problems throughout the City-we have 24 known illegal junkyards that will most likely cost the City thousands of dollars. No overtime will be paid for any enforcement; and all enforcement will be reasonable, rather than strict or severe.

STAFF REQUEST:

The City Manager recommends the program to continue as described above.

City Council

Workshop Information Sheet

Council Workshop Date: 4-5-2010 Workshop Item: E

SUBJECT:

DISCUSSION: RECYCLING

INFORMATION:

This item is by City Council request. We last discussed recycling on February 16, 2010. The direction to the City Manager then was to proceed with developing a stop-gap measure to tie the City over until its solid waste contract expires June 20, 2011. The idea was to forgo our own recycling program for a privatized, single-sort program. The Fiscal Year 2011 Budget includes funding for this service, though if the City Council were to not proceed with this service, funding would need to be replaced in terms of labor and equipment so that the City can continue with its present service. No bids have been solicited so all budgetary amounts are estimates.

STAFF REQUEST:

The City Manager is looking for direction.

**CITY OF AUBURN
MARCH 15, 2010
CITY COUNCIL MEETING**

PRESENT

Mayor Richard D. Gleason, Councilors 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. Councilor Michael J. Farrell was absent. There were 16 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 Young moved to accept, approve and place on file the item marked with an asterisk. Seconded by Councilor Berube. Vote: 6 Yeas, No Nays.

***MINUTES OF MARCH 1, 2010**

Approved under consent agenda.

REPORTS OF THE MAYOR

Mayor Gleason read a prepared written report noting events from March 2 thru March 12. (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

FINANCE REPORT – MONTH OF FEBRUARY

Councilor Berube moved to accept and place on file the Finance Report for the month of February as presented by Tracy Roy, Finance Director. Seconded by Councilor Gerry. Vote: 6 Yeas, No Nays.

PRESENTATION OF THE FY 2010-11 BUDGET

City Manager Glenn Aho, presented the FY 2010-11 Municipal Budget.

ADD TO AGENDA

Councilor Berube moved to add to the agenda, Sale of Property on 16 Western Avenue. Seconded by Councilor Gerry. Vote: 6 Yeas, No Nays

COMMUNICATIONS, PRESENTATIONS, AND RECOGNITIONS

None

OPEN SESSION

Dominic Casavant, 158 Valview Drive, circulated information to Councilors regarding solid waste (copy on file in the City Clerk's Office); Francois Bussiere, 9 Winter Street; Joe Gray, Sopers Mill Road; and Andy Titus, 17 Lamplighter Circle.

OPEN SESSION CLOSED

UNFINISHED BUSINESS

None

NEW BUSINESS

SALE OF PROPERTY ON 16 WESTERN AVENUE

Councilor Hayes moved to sell the property located at 16 Western Avenue for \$75,000. Seconded by Councilor Young.

Councilor Berube moved to amend by the sale being contingent upon the submission of a written proposal, within 60 days, with a plan for the land and building. Seconded by Councilor Herrick.

Vote on the amendment: 3 Yeas with Councilors Hayes, Samson and Gerry voting Nay. Mayor Gleason voted Yea to break the tie. Motion passes.

Vote on passage as amended: 3 Yeas with Councilors Hayes, Samson and Gerry voting Nay. Mayor Gleason voted Yea to break the tie. Motion passes.

1. ORDINANCE – AMENDMENT TO CHAPTER 29, SECTION 3.62 ESTABLISHING SETBACKS AND HEIGHT ALLOWANCES FOR ACCESSORY STRUCTURES INCLUDING WINDMILLS PURSUANT TO SECTION 8.1 OF CHAPTER 29 (FIRST READING)

Councilor Berube moved for acceptance of first reading. Seconded by Councilor Herrick. Vote: 6 Yeas, No Nays.

2. RESOLVE – AUTHORIZE COMMUNITY DEVELOPMENT DIRECTOR TO EXECUTE A LOAN GUARANTEE FOR THE LEASE/BUY PROGRAM

Councilor Young moved for passage of the resolve. Seconded by Councilor Hayes. Vote: 6 Yeas, No Nays.

3. RESOLVE – APPOINTMENT OF TAX ASSESSOR

Councilor Samson moved for passage of the resolve. Seconded by Councilor Berube. Vote: 6 Yeas, No Nays.

4. RESOLVE – APPOINTMENT OF ELECTION CLERKS

Councilor Hayes moved for passage of the resolve. Seconded by Councilor Samson. Vote: 5 Yeas, No Nays with Councilor Herrick abstaining.

5. APPOINTMENTS TO THE AUBURN HOUSING AUTHORITY

Councilor Hayes moved that Arthur Wing and Alice Conway be re-appointed to the Auburn Housing Authority until October 2014. Seconded by Councilor Herrick. Vote: 6 Yeas, No Nays.

6. SET DATE FOR SPECIAL CITY COUNCIL MEETING

Councilor Gerry moved to set a date of March 22nd at 5:30 pm for the purpose of acting on second reading and final passage of the Windmill Ordinance. Seconded by Councilor Herrick
Vote: 6 Yeas, No Nays.

Councilor Herrick moved that Open Session be held prior to Executive Session. Seconded by Councilor Hayes. Vote: 6 Yeas, No Nays.

OPEN SESSION

Joe Gray, Sopers Mill Road;

CLOSED OPEN SESSION

7. EXECUTIVE SESSION (TITLE 1, MRSA, SECTION 405D) COMTEMPLATED LITIGATION – OXFORD NETWORKS

Councilor Gerry moved to go into Executive Session (Title 1, Section 405D – Contemplated Litigation). Seconded by Councilor Samson. Vote: 6 Yeas, No Nays.

Councilor Herrick moved to come out of Executive Session. Seconded by Councilor Berube. Vote: 6 Yeas, No Nays.

FUTURE AGENDA/WORKSHOP ITEMS

Great Falls School

ADJOURNMENT – 8:25 PM

Councilor Young moved to adjourn. Seconded by Councilor Herrick. Vote: 6 Yeas, No Nays.

A TRUE RECORD

ATTEST: _____ CITY CLERK

**CITY OF AUBURN
MARCH 22, 2010
SPECIAL 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, Finance Director Tracy Roy and City Clerk Mary Lou Magno. Assistant City Manager Laurie Smith was absent. There were 16 people in the audience.

Mayor Gleason called the special meeting to order at 5:30 p.m. in the Council Chambers of Auburn Hall indicating that the purpose of the meeting was to act on the following items:

1. ORDINANCE – AMENDMENT TO CHAPTER 29, SECTION 3.62 – ESTABLISHING SETBACKS AND HEIGHT ALLOWANCES FOR ACCESSORY STRUCTURES INCLUDING WINDMILLS PURSUANT TO SECTION 8.1 OF CHAPTER 29 (SECOND READING)

Councilor Berube moved for acceptance of second reading and final passage. Seconded by Councilor Young. Vote: 7 Yeas.

2. RESOLVE – AUTHORIZE CITY MANAGER TO NEGOTIATE AND EXECUTE A FINAL AGREEMENT WITH OXFORD NETWORKS FOR THE DISCONTINUANCE OF THEIR CATV FRANCHISE AGREEMENT BASED ON THE ATTACHED TERM SHEET

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

3. RESOLVE – AUTHORIZE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE SALE OF LAND AND BUILDING AT 31 HOLBROOK ROAD (FORMERLY KNOWN AS THE LAND LAB)

Councilor Samson moved for passage of the resolve. Seconded by Councilor Farrell.

Glenn Aho, City Manager, answered Councilors questions.

Councilor Farrell moved the question. Vote: 4 Yeas with Councilors Hayes, Young and Samson voting Nay.

Vote on passage of the resolve: 5 Yeas with Councilors Hayes and Samson voting Nay.

4. PRESENTATION BY THE SNO GYPSIES

Phyllis Ouellette, representing the Andy Valley Sno Gypsies, Auburn Sno Groomers, and Perkins Ridge Sno Travelers, explained to the Mayor and Council the maintenance that all three organizations perform at multi use trails in Auburn. Written comments were submitted by all three organizations and are on file in the City Clerk's Office.

ADJOURNMENT – 6:00 P.M.

Councilor Berube to adjourn. Seconded by Councilor Hayes. Vote: 7 Yeas.

A TRUE RECORD

ATTEST: _____ CITY CLERK



Auburn Police Department



Memorandum

Phillip L. Crowell
Chief of Police

Jason D. Moen
Deputy Chief

Rita P. Beaudry
Office Manager

To: Honorable Mayor Gleason and Members of the City Council
From: Phillip L. Crowell, Jr., Chief of Police
Date: March 15, 2010
Re: Police Officer - New Hire

The Auburn Police Department has completed the hiring process for a new lateral transfer police officer from Mechanic Falls who is currently in training at the Maine Criminal Justice Academy. This lateral transfer fills the current vacancy of sworn officers which have been approved by the City Council.

I request that the following person be named a Constable.

Nicholas J. Gagnon Full Time Officer With Firearm New Hire

City Council

Agenda Information Sheet

Council Meeting Date 4/5/2010 Agenda Item No. Consent

SUBJECT:

COMMUNICATION FROM KORA TEMPLE RE: TEMPORARY SIGNS FOR SHRINE CIRCUS

INFORMATION:

The Kora Shrine Circus will take place on April 16th and 17th in Lewiston at the Colisee. The Circus Committee is requesting that approximately 30 signs be placed at various locations throughout the City. They will be placed on April 6th and be removed no later than April 19th.

The Kora Shrine Temple annually makes this request in anticipation of the Shrine Circus. The Planning and Permitting and Police Departments have reviewed this request and given their approval.

STAFF COMMENTS/RECOMMENDATION:

City Manager recommends approval of this request.

REQUESTED ACTION:

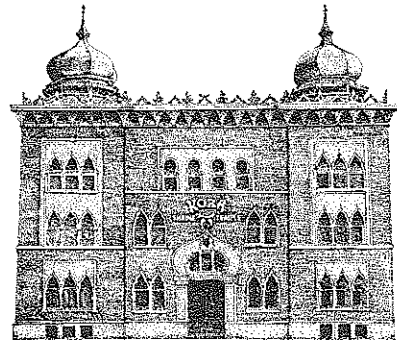
Motion to approve request under the consent agenda.

VOTE:

KORA TEMPLE



A·A·O·N·M·S·



Temple Office: 11 Sabattus Street • Lewiston, Maine 04240 • Tel. 207-782-6831 • FAX 207-782-2870

March 18, 2010

City of Auburn
Mayor Gleason and City Council
60 Court Street
Auburn, Me 04210

The Kora Shrine Circus Committee is requesting road signs for our 2010 circus to be held in April. We would like to place approximately 30 signs in various locations throughout the city of Auburn. We would like to place the signs in these locations 10-14 days prior to our event. We will remove the signs upon completion of the circus.

Our event dates are as follows:

April 16, 2010	Friday	4:00pm	8:00pm	
April 17, 2010	Saturday	9:30am	2:00pm	7:00pm

Our event will be located at the Androscoggin Bank Coliseum located on Birch Street in Lewiston.

Sincerely,

Al Milburn
Kora Shrine Circus

We request the following locations

Court and Minot Ave 2

Center St and N. River Road 1 northbound

Center St and Mall – K Mart entrance 2 north and south

Turner Street Entrance to Walmart 1

Turner St and Mount Auburn Ave 3

Court St and Park Ave 1 2 side

Minot Ave and Poland Rd out 1

Minot Ave and Hotel Rd intown 1

Washington St at Turnpike 1

Washington St at Rotary northbound 1

Broad St going across bridge 1 2 side

Broad St – So Main 1 2 side

Upper Cook St and So. Main 1

Riverside Dr 1

City Council

Agenda Information Sheet

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

SUBJECT:

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

INFORMATION:

The New Auburn Little League uses two fields, Pulsifer Field and Sherwood Heights Field, and they operate snack shacks at both. For the last several years the City Council has waived the fees for these food licenses, and again this year they are making that request.

STAFF COMMENTS/RECOMMENDATION:

The City Manager recommends approval of the request.

REQUESTED ACTION:

Motion to approve the request under the consent agenda.

VOTE:

New Auburn Little League



P.O. Box 775 Auburn, ME 04212

March 22, 2010

City of Auburn
Attn: Mary Lou Magno
60 Court St.
Auburn, ME 04210

Dear Mayor Gleason & City Council Members;

In the past New Auburn Little League has requested a waiver for the victualers license for both of the fields that we use – Sherwood Heights and Pulsifer Park. I am writing this letter to you today to request a waiver again for the 2010 season.

Thank you in advance for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Dori-Anne Tarr". The signature is written in black ink and is positioned above the typed name.

Dori-Anne Tarr
President
New Auburn Little League

City Council

Agenda Information Sheet

Council Meeting Date 4/5/2010 **Agenda Item No.** 1

SUBJECT:

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

INFORMATION:

City Manager Glenn Aho and School Superintendent Tom Morrill will each give a brief overview of the Municipal and Education Budgets for FY 2010-11. At the conclusion of their remarks, the Mayor will open the public hearing to hear comments from the public.

STAFF COMMENTS/RECOMMENDATION:

REQUESTED ACTION:

No action requested or required.

VOTE:



City of Auburn

Budget Summary

Fiscal Year 2011
Proposed 3.15.2010

DEPARTMENT TITLES	Council Approved FY 2010	Department Request FY 2011	Manager Request FY 2011	Council Approved FY 2011	Increase Decrease	
General Government						
Mayor and Council	98,765	99,990	96,840	-	(1,925)	-1.9%
City Manager	365,536	390,434	385,054	-	19,518	5.3%
City Clerk	147,306	145,271	116,412	-	(30,894)	-21.0%
Financial Services	412,589	420,997	427,903	-	15,314	3.7%
Human Resources	137,800	144,102	144,102	-	6,302	4.6%
Legal Services	64,200	73,000	73,000	-	8,800	13.7%
Assessing	187,118	200,113	200,113	-	12,995	6.9%
Customer Service	7,500	16,000	7,000	-	(500)	-6.7%
Sub Total	1,420,814	1,489,907	1,450,424	-	29,610	2.1%
Community Services						
Health & Social Services						
Administration	61,766	66,709	66,708	-	4,942	8.0%
Assistance	85,835	85,544	85,544	-	(291)	-0.3%
CS -ICT	293,862	376,041	322,216	-	28,354	9.6%
CS - Engineering	347,145	405,897	358,748	-	11,603	3.3%
Planning & Permitting	782,426	765,609	767,317	-	(15,109)	-1.9%
Parks & Recreation	585,294	614,841	607,613	-	22,319	3.8%
Public Library	919,407	957,744	957,744	-	38,337	4.2%
Community Programs	13,650	17,600	16,350	-	2,700	19.8%
Sub Total	3,089,385	3,289,985	3,182,241	-	92,856	3.0%
Fiscal Services						
Debt Service	6,780,939	6,816,314	6,816,314	-	35,375	0.5%
Property	629,749	642,956	643,206	-	13,456	2.1%
Workers Compensation	200,000	200,000	200,000	-	0	0.0%
Wages & Benefits	4,133,952	4,319,345	4,319,346	-	185,394	4.5%
Emergency Reserve	335,950	336,336	336,336	-	387	0.1%
Sub Total	12,080,590	12,314,951	12,315,202	-	234,612	1.9%



City of Auburn

Budget Summary

Fiscal Year 2011
Proposed 3.15.2010

DEPARTMENT TITLES	Council Approved FY 2010	Department Request FY 2011	Manager Request FY 2011	Council Approved FY 2011	Increase Decrease	
Public Safety						
Emergency Management	6,352	6,760	6,760	-	408	6.4%
Fire Department	3,541,533	3,641,805	3,545,889	-	4,356	0.1%
Police Department	2,953,588	3,262,108	3,230,670	-	277,082	9.4%
Sub Total	6,501,473	6,910,673	6,783,319	-	281,846	4.3%
Public Works						
Public Works	4,632,100	4,961,264	4,724,970	-	92,869	2.0%
Water & Sewer	504,700	526,252	526,252	-	21,552	4.3%
Sub Total	5,136,800	5,487,516	5,251,222	-	114,421	2.2%
Capital Improvement Projects						
Capital Improvement I	242,285	194,748	194,748	-	(47,537)	-19.6%
	242,285	194,748	194,748	-	(47,537)	-24.4%
Intergovernmental						
Auburn-Lewiston Airport	106,750	156,750	156,750	-	50,000	46.8%
E911 Comm. Center	937,589	937,500	937,500	-	(89)	0.0%
LATC-Public Transit	130,000	176,362	176,362	-	46,362	35.7%
LAEGC-Economic Council	96,429	183,564	183,564	-	87,135	90.4%
LA-Arts	24,267	25,000	25,000	-	733	3.0%
Tax Sharing	290,027	293,939	293,939	-	3,913	1.3%
Sub Total	1,585,062	1,773,115	1,773,115	-	188,054	11.9%
GRAND TOTAL	30,056,409	31,460,896	30,950,270	-	893,862	2.97%



City of Auburn

Budget Summary

Fiscal Year 2011
Proposed 3.15.2010

DEPARTMENT TITLES	Council Approved FY 2010	Department Request FY 2011	Manager Request FY 2011	Council Approved FY 2011	Increase Decrease	
Budget Calculations Summary						
<i>Municipal Gross Budget</i>	30,056,409	31,460,896	30,950,270	-	893,862	3.0%
<i>Minus Revenues</i>	11,719,343	9,012,943	9,012,943	-	(2,706,400)	-23.1%
<i>Equals Net Municipal Budget</i>	18,337,066	22,447,953	21,937,327	-	3,600,262	19.6%
<i>School Gross Budget</i>	34,197,536	34,167,477	34,167,477	-	(30,059)	-0.1%
<i>Minus Revenues</i>	19,466,853	19,436,794	19,436,794	-	(30,059)	-0.2%
<i>Equals Net School Budget</i>	14,730,683	14,730,683	14,730,683	-	-	0.0%
<i>Tax Levy Calculation</i>						
<i>City Net Budget</i>	18,337,066	22,447,953	21,937,327	-	3,600,262	19.6%
<i>Plus School Net Budget</i>	14,730,683	14,730,683	14,730,683	-	-	0.0%
<i>Plus Overlay</i>	504,837	300,000	300,000	-	(204,837)	-40.6%
<i>Plus TIF Expenditures</i>	2,500,000	2,500,000	2,500,000	-	-	0.0%
<i>Plus County Tax</i>	1,804,820	1,892,352	1,892,352	-	87,532	4.8%
Total Tax Levy	37,877,406	41,870,988	41,360,362	-	3,482,956	9.2%
<i>City Valuation</i>	2,068,673,200	2,068,673,200	2,068,673,200	-	-	0.0%
Preliminary Rate						
	<i>FY 2010</i>	<i>FY 2011</i>	<i>FY 2011</i>	<i>FY 2011</i>		
<i>Est. City Tax Rate</i>	\$10.32	\$12.20	\$11.96	\$0.00	\$1.641	16%
<i>Est. School Tax Rate</i>	\$7.12	\$7.12	\$7.12	\$0.00	\$0.000	0%
<i>Est. County Tax Rate</i>	\$0.87	\$0.91	\$0.91	\$0.00	\$0.042	5%
Estimated FY11 Tax Rate	\$18.31	\$20.24	\$19.99	\$0.00	\$1.684	9%
<i>Rate Increase</i>		\$1.93	\$1.68			

City Council

Agenda Information Sheet

Council Meeting Date 4/5/2010 **Agenda Item No.** 2

SUBJECT:

RESOLVE – ACCEPTING CERTAIN FORFEITED FUNDS (\$1,407.)

INFORMATION:

Federal Forfeiture Law permits the forfeiture of currency used to facilitate drug trafficking or which exists as the result of being the proceeds of drug trafficking. The law further permits the United States to distribute up to 90% of the value of forfeited property to State and local law enforcement agencies who participate in the underlying investigation. Justice Department policy dictates that local law enforcement agencies must use the monies for “law enforcement purposes”. The funds being forfeited are \$1,407.

STAFF COMMENTS/RECOMMENDATION:

The City Manager recommends passage of the resolve.

REQUESTED ACTION:

Motion for passage of the resolve.

VOTE:

CITY OF AUBURN

CITY COUNCIL, AUBURN, MAINE

DATE: April 5, 2010

TITLE: RESOLVE – ACCEPTING CERTAIN FORFEITED FUNDS (\$1,407)

Be It Resolved by the Auburn City Council, that the City of Auburn agrees to accept \$1,407 in connection with drug enforcement matters. The funds in question shall be made available to the Auburn Police Department for use in their law enforcement purposes.

Motion for passage:

Seconded by:

Vote:

ACTION BY COUNCIL:

DATE:

ATTEST:

CITY CLERK

City Council

Agenda Information Sheet

Council Meeting Date 4/5/2010 **Agenda Item No.** 3

SUBJECT:

SET DATE FOR SECOND MEETING IN APRIL

INFORMATION:

February 19th is Patriots Day and Auburn Hall is closed. Staff is suggesting that the second meeting in April be held on Tuesday, April 20th.

STAFF COMMENTS/RECOMMENDATION:

City Manager recommends approval of April 20th.

REQUESTED ACTION:

Motion to hold Council Meeting on Tuesday April 20th.

VOTE:

City Council

Agenda Information Sheet

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

SUBJECT:

EXECUTIVE SESSION – LAEGC ECONOMIC ACHIEVEMENT AWARDS

INFORMATION:

See attached.

STAFF COMMENTS/RECOMMENDATION:

REQUESTED ACTION:

Request to go into Executive Session to discuss potential Economic Achievement Awards,
Title 1 MRSA Section 405F

VOTE:

City Council

Agenda Information Sheet

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

SUBJECT:

**EXECUTIVE SESSION – PERSONNEL (TITLE 1, MRSA, SECTION 405A)
CITY MANAGER’S EVALUATION**

INFORMATION:

STAFF COMMENTS/RECOMMENDATION:

REQUESTED ACTION:

Motion to enter Executive Session to discuss Personnel, Title 1, MRSA, Section 405A – City Manager’s Evaluation.

VOTE:

City Council

Agenda Information Sheet

Council Meeting Date 4/5/2010 Agenda Item No. 6

SUBJECT:

**EXECUTIVE SESSION – AUBURN FIRE DEPARTMENT IAFF LOCAL 797
UNION NEGOTIATIONS**

INFORMATION:

STAFF COMMENTS/RECOMMENDATION:

REQUESTED ACTION:

Motion to enter into Executive Session to discuss Labor Contracts, Title 1 MRSA Section 405C.

VOTE: