



**Council Economic and Community Development Committee
Agenda
Auburn Hall – Council Chambers – 5:30 PM August 18, 2016**

1. Call to Order

2. Minutes of previous meetings

- a. Approve July 21, 2016 meeting minutes.
- b. Approve June 16, 2016 meeting minutes.

3. Agenda items listed for review

- a. TIF Policy Update and Joint Economic Development Protocol (15 Min)
- b. Transportation Alt. Grant Opportunity - Application by August 31st (10 Min)
- c. LA Community Food Charter – Possibly refer to council for resolve (5 Min)
- d. CDBG and HOME (35 Min)
 - 1. CDBG STAR – Storefront Traffic Accelerates Revitalization – Review
 - 2. Neighborhood Challenge Grant – Goal setting and criteria
 - 3. School partnership rental assistance and student stability

4. Staff updates

- a. Northern Borders Regional Commission Grant – New Auburn Awarded \$246,186 – match and budget (5 Min)
- b. AG District Study - Next steps (5 Min)
- c. Barker Mill Dam Relicensing Studies and Riverday Planning (5 Min)
- d. Downtown Auburn Transportation Center (2 Min)
- e. Co-Op to tax credit and workforce housing opportunity (3 Min)
- f. TIF Workforce Business Incentive (5 Min)

5. Next meeting agenda setting (5 Min)

An agenda setting meeting will be held on September 5th at 4 pm in City Manager’s office.

Please forward any agenda item request to Councilor Burn’s or a member of the Economic and Community Development Department prior to that time.

**Auburn Economic and Community Development Committee
Meeting Minutes
July 21, 2016**

Committee: Councilors Robert Stone and Grady Burns

Others Present: Michael Chammings, Director of Economic and Community Development, Douglas Greene, City Planner and Councilman Leroy Walker

Councilor Grady Burns called the meeting to order.

Minutes from Previous Meeting:

Motion to table meeting minutes from June 16, 2016 meeting by Councilor Stone, 2nd by Councilor Burns.

Action Agenda:

- Recommendation for Economic and Community Development to bring a zone change to City Council for Evergreen Subaru by staff, motioned by Councilor Stone, 2nd by Councilor Burns 2-0-1 Vote
- Move to recommend by Councilor Stone to bring to full council an Agricultural Study budget for year (1) one in the amount of \$50,000. 2nd by Councilor Burns. \$40,000 out of issued bond and \$10,000 from Environmental Studies upon verification of funds are available by Finance Director. With added recommendation by Councilman Walker is to look for available grants. All in favor 2-0-1 vote.
- Deferred setting agenda pending items and meeting with staff. Motioned by Councilor Burns.

Motion to adjourn by Councilor Stone, 2nd by Councilor Burns.

Auburn Economic and Community Development Committee Meeting Minutes June 16, 2016

Committee: Councilors Jim Pross, Robert Stone and Grady Burns

Others Present: Eric Cousens, Deputy Director of Planning and Development, Michael Chamblings, Director of Economic and Community Development

Councilor Grady Burns called the meeting to order.

Minutes from Previous Meeting:

Councilor Burns asked for a motion to approve the minutes from the May 19, 2016 meeting, motion moved by Councilor Stone and 2nd by Councilor Pross, all in favor.

Action Agenda:

- Rezoning for 1863 Pownal Road presented by Eric Cousens. Approved action to recommend to the Planning Board for Review. Motioned by Councilor Stone, 2nd by Councilor Burns, All Approved.
- New job description for staff in Economic Development to be added in to our budget, brought to committee by Councilor Pross. Basic job description prepared by Michael Chamblings and staff. Motion made by Councilor Stone to send message to City Council that this committee recommends this position to be funded by TIFT and worked into our budget. 2nd by Councilor Burns with a 2,0,1 as Councilor Pross did not vote on matter. All approved.

Motion to adjourn by Councilor Stone, 2nd by Councilor Burns.



City of Auburn
City Council Economic and Community Development Committee Information Sheet

Committee Meeting Date: August 18, 2016

Author: Michael Chammings, Director of Economic and Community Development
Michael Chammings,
Director of Economic and Community Development

Subject: TIF/ Joint Economic Development Protocol

Information:

We have dated joint agreements with the City of Lewiston that need to be addressed (Lewiston will be working on these also).

Attached is the ED Protocol, which was designed to keep the cities from courting one another's businesses, and when a new prospect comes on the scene, to keep the cities from racing to the bottom to see who can put the biggest incentive package on the table. It's worked well over the years. The protocol needs to be amended to address LAEGC's involvement.

The 2004 TIF Policy is the language approved by both councils. There were efforts in 2012 to update the policy; it never made it to Council in Lewiston. I'm not sure if the Auburn council acted upon it. This policy needs to be reviewed and updated.

Professional (TIF/CEA) fees should be borne by the Developer and not by the City or its residents. I cannot find a Professional Fee Reimbursement Agreement form; I have attached a draft form for discussion.

Advantages:

Disadvantages:

City Budgetary Impacts: This can be a cost savings for the City.

Staff Recommended Action: Open for discussion.

Previous Meetings and History:

Attachments: Joint Economic Development Protocol
Joint Tax Increment Financing Policy
Joint Tax Increment Financing Policy with 2012 proposed changes
Professional Fee Reimbursement Agreement



JOINT TAX INCREMENT FINANCING POLICY

The *Cities of Auburn and Lewiston Tax Increment Financing (TIF) Policy* includes the following:

- Purpose
- Eligibility Requirements
- General Guidelines
- Terms
- Performance Standards
- Applicant and Fees Information
- Annual Review
- Definitions

The Cities of Auburn and Lewiston are referred to as “the City” or “Cities” in this policy.

PURPOSE

The four (4) primary reasons and public benefits for the Cities tax increment financing policy are, as follows:

1. To establish a collaborative and joint approach to economic development in the Cities when tax increment financing is involved;
2. To stimulate expansion of the City commercial/industrial tax base;
3. To retain and create employment; and
4. To establish standards upon which the City Councils will authorize a TIF.

ELIGIBILITY REQUIREMENTS

Any current or potential owner of taxable property in the City may request the creation of a TIF district subject to this policy.

The establishment of a TIF district is an action by the City Council. A TIF is not a right under Maine law, and meeting these guidelines does not create a right or entitlement to any applicant.

For a TIF application to be considered by the Cities, the project must meet or exceed the following requirements:

Types of Businesses. The business expansion or establishment must be one (1) of the following business types:

- research facility;
- high-technology facility;
- manufacturing/assembly;
- regional distribution;
- financial services;
- telecommunication intensive;
- back office operations;
- a business which is significantly involved in the exporting of goods or services outside of Maine; or
- other similar businesses.

JOINT TAX INCREMENT FINANCING POLICY

Real Property Improvements and Job Creation.

- **Minimum Investment.** There must be real property improvements of a minimum of \$2 million or the creation of a minimum of twenty-six (26), full-time equivalent jobs which meet or exceed “livable wage”*. Companies assisted shall provide employees access to benefits to include health insurance; vacation and sick leave; and a retirement plan.
- **Exceptional Investment.** A project may qualify as “exceptional investment” if initial total improvements are at least \$5 million or at least 100 new full-time livable wage jobs are created. It should be noted that the “minimum investment” level of \$2 million must be met. Companies assisted shall provide employees access to benefits to include health insurance; vacation and sick leave; and a retirement plan. Exceptional investment enables the Cities to consider a higher level of financial participation or provide for a longer time period for a TIF.

Job Retention. There must be real property improvements of a minimum of \$2 million and the retention of the existing workforce.

GENERAL GUIDELINES

This policy recognizes tax increment financing will be provided by a credit enhancement agreement. The applicant must provide any and all other documentation that will protect the City’s economic and financial position, and/or that confirm both the letter and spirit of the underlying agreement between the applicant and the City.

A TIF may be granted only for the additional value of eligible real property improvements, subject to limitations by the City. The City will not allow TIF’s for improvements begun before the application is filed or begun without notification of the construction, expansion, or modernization date.

If a leased facility is a TIF, the agreement may be executed by the lessor and lessee. In such cases, the lessor must demonstrate binding contracts with the lessee to guarantee job retention or creation. The TIF agreement should include the lease.

In all instances, applicants requesting tax increment financing must demonstrate:

Economic Necessity. The City’s participation is economically necessary, and involvement by the City is needed in order for the project to be undertaken. Justification for economic need and the City involvement must be demonstrated by:

- A need to offset public/private infrastructure costs unique to the site;
- A need to offset economic advantages available to the corporate entity if it should build or expand outside of the Cities; or
- The unavailability of sufficient private or other public funding sources to meet the full capital investment needs of the corporate entity seeking assistance.

*Livable wage as defined by the Maine Economic Growth Council as adjusted annually. Please refer to the Definition Section of this policy.

JOINT TAX INCREMENT FINANCING POLICY

Financial Capability. Financial capability to undertake the project must be evidenced prior to review.

Location Considerations. The project improves a blighted area or building in need of redevelopment or an area identified as a priority by the City such as the downtown area.

Regulatory Compliance. Compliance with all statutory and regulatory guidelines of the City and the State of Maine.

TERMS

Effective Date. TIFs are granted, effective with the April 1st valuation date immediately preceding the date of execution of the April 1st valuation date(s) as agreed to by the City. If a modernization project includes facility replacement, the TIF value shall be the value of the new investment minus the value of the existing real property.

Amount of Value. The TIF is based upon capital cost for each year that the TIF is in effect. In general the amount of value the City will share with the business is directly related to the extent to which the project meets the guidelines set forth in this policy.

- **Minimum Investment.** A maximum tax benefit of up to 40% is available for projects with real property improvements of a minimum of \$2,000,000. The determination of municipal participation will be based upon the amount of business investment, type of business, number and quality of jobs retained/created and other considerations outlined in this policy.
- **Exceptional Investment.** A tax benefit exceeding 40% may be available based upon real property improvements which meet the exception level of investment.

Time Period.

- **Minimum Investment.** The TIF time period ranges from five, but not to exceed fifteen years. The length of the time period for a TIF will be based upon the amount of business investment, type of business, number and quality of jobs retained/created and other considerations outlined in this policy.
- **Exceptional Investment.** The TIF time period may extend beyond fifteen years for projects which meet the exception level of investment.

PERFORMANCE STANDARDS

It is the policy of the City that a TIF is a business partnership and that the recipient of the TIF must meet the standards that led to the City approving the TIF. Any company or business that is granted a TIF, or its tenants if they are part of the incentive program, must meet the following standards:

Capital Improvements. Within one (1) year of the TIF agreement being signed, a minimum of 40% of the capital funds for the designated project must be spent.

JOINT TAX INCREMENT FINANCING POLICY

Within two (2) years of the TIF agreement being signed, a minimum of 80% of the capital funds for the designated project must be spent.

Within three (3) years of the TIF agreement being signed, 100% of the capital funds for the designated project must be spent.

Employment Retention/Creation. Within two (2) years of the TIF agreement being signed, when new jobs are designated as part of the TIF agreement, a minimum of 50% of the new jobs must be filled.

Within three (3) years of the TIF agreement being signed, when new jobs are designated as part of the TIF agreement, a minimum of 100% of the new jobs must be filled.

If the project involves job retention, then at least 95% of the jobs must remain filled for a minimum of three (3) years.

The City Administrator's/Manager's office will determine, in cooperation with the TIF recipient prior to the execution of the TIF, the methodology of reporting job retention/creation.

Penalty. If any of the above standards are not met, the TIF benefits may be voided.

Use of Local Contractors. Any business that is granted a TIF will agree to use local contractors where possible.

APPLICATION AND FEES

Application Information and Contact. The City's Administrator's/Manager's office will act as a clearinghouse and coordinate all activity regarding tax increment financing proposals. Working with potential applications, the office will:

- Maintain a tax increment financing application;
- Provide information on tax increment financing;
- Discuss project proposals and accept preliminary application from the applicant;
- Review preliminary application based upon City TIF Policy with the City Administrator/Manager;
- Advise the applicant on findings of City Staff and preliminary result of City Council review;
- Schedule a City Council meeting for action on a TIF application and provide assistance to the City Administrator/Manager in the formulation of a recommendation to the City Council;

JOINT TAX INCREMENT FINANCING POLICY

- Submit application to the State Department of Economic and Community Development (DECD) based on the direction of the City Council; and
- Monitor on-going public and private investment in the development project.

Administration Fees. If tax increment financing is approved, an annual administrative fee equal to 1% of the incremental taxes reallocated back to the project may be charged.

Extraordinary Expenses. In addition, any extraordinary out-of-pocket expenses incurred by the City in connection with the tax increment financing proposal will be reimbursed by the applicant whether or not tax increment financing is approved.

PERIODIC REVIEW

This policy shall be reviewed periodically by the Auburn and Lewiston City Councils and revised as necessary.

DEFINITIONS

Livable Wage. The reference to livable wage shall be defined by the Maine Economic Growth Council.

Full-Time Equivalent Job. Combining jobs to equal full-time (approximately 40-hours per week) employment.

EXCEPTIONS FROM TIF POLICY

Exceptions to the TIF Policy may be granted in accordance with the Joint Economic Development Protocol.

Adopted by the City Council on March 2, 1999.

Joint Tax Increment Financing Policy

The *Cities of Auburn and Lewiston Tax Increment Financing (TIF) Policy* includes the following:

- Purpose
- Eligibility Requirements
- General Guidelines
- Terms
- Performance Standards
- Applicant and Fees Information
- Annual Review
- Definitions

The Cities of Auburn and Lewiston are referred to as “the City” or “Cities” in this policy.

Purpose

The four (4) primary reasons and public benefits for the Cities tax increment financing policy are, as follows:

1. To establish a collaborative and joint approach to economic development in the Cities when tax increment financing is involved;
2. To stimulate expansion of the City commercial/industrial tax base;
23. To retain and create employment, to secure long-term quality jobs; and
4. To establish standards upon which the City Councils will consider authorizinge a TIF.

Eligibility Requirements

Any current or potential owner of taxable property in the City may request the creation of a TIF district subject to this policy.

The establishment of a TIF district is an action by the City Council. A TIF is not a right under Maine law, and meeting these guidelines does not create a right or entitlement to any applicant.

For a TIF application to be considered by the Cities, the project must seek to meet or exceed the following criteria~~requirements~~:

Types of Businesses. The business expansion or establishment of must be one (1) of the following businesses is encouraged~~types~~:

- research facility;
- high-technology facility;
- manufacturing/assembly;
- regional distribution, warehousing and transportation projects;
- financial and insurance services;
- telecommunication intensive;
- back office operations;
- energy related businesses/projects;
- ~~insurance carriers and related activities~~;
- professional, technical and scientific services;

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- taxable medical offices & facilities;
- a business which is significantly involved in the exporting of goods or services outside of Maine; or
- other ~~similar~~ businesses/industries deemed appropriate by the City Council.

Real Property Improvements and Job Creation.

Minimum Investment. To qualify for a credit enhancement, [t] There must be real estate real property investments improvements of a minimum of \$2 million or the creation of a minimum of twenty-six (26), full-time equivalent jobs which meet or exceed “livable wage”¹. Companies assisted shall provide employees access to benefits to include health insurance; vacation and sick leave; and a retirement plan.

Exceptional Investment. A project may qualify as “exceptional investment” if initial total real estate investments improvements are at least \$5 million or at least 100 new full-time livable wage jobs are created. It should be noted that the “minimum investment” level of \$2 million must be met. Companies assisted shall provide employees access to benefits to include health insurance; vacation and sick leave; and a retirement plan. Exceptional investment enables the Cities to consider a higher level of financial participation or provide for a longer time period for a TIF.

Job Retention. There must be real estate investments property improvements of a minimum of \$2 million and the retention of the existing workforce.

GENERAL GUIDELINES

This policy recognizes tax increment financing will be provided by a credit enhancement agreement. The applicant must provide any and all other documentation that will protect the City’s economic and financial position, and/or that confirm both the letter and spirit of the underlying agreement between the applicant and the City.

A TIF may be granted only for the additional value of eligible real estate investments property improvements, subject to limitations by the City. The City will not allow TIF’s for investments improvements made begun before the application is filed or any building and/or property improvements begun without notification of the construction, expansion, or modernization date.

If a leased facility is a TIF, the agreement may be executed by the lessor and lessee. In such cases, the lessor must demonstrate binding contracts with the lessee to guarantee job retention or creation. The TIF agreement should include the lease.

In all instances, applicants requesting tax increment financing must demonstrate:

Economic Necessity. The City’s participation is economically necessary, and involvement by the City is needed in order for the project to be undertaken. Justification for economic need and the City involvement must be demonstrated by:

- A need to offset public/private infrastructure costs unique to the site;
- A need to offset economic advantages available to the corporate entity if it should build

¹Livable wage for a single parent w/1 child and adjusted every two (2) years, as defined by the Maine Department of Labor Center for Workforce Research and Information Economic Growth Council as adjusted annually. Please refer to the Definition Section of this policy.

- or expand outside of the Cities; or
- The unavailability of sufficient private or other public funding sources to meet the full capital investment needs of the corporate entity seeking assistance.

Financial Capability. Financial capability to undertake the project must be evidenced prior to review.

Location Considerations. The project improves a blighted area or building in need of redevelopment or an area identified as a priority by the City such as the downtown area or business/industrial parks.

Regulatory Compliance. Compliance with all statutory and regulatory guidelines of the City, ~~and~~ the State of Maine, and the Federal Government is required.

TERMS

Effective Date. TIFs are granted upon approval by the Maine Department of Economic and Community Development (DECD). The Original Assessed Value is established as of ; effective with the March 31st April 1st valuation date immediately preceding the date of submittal to DECD as defined in statute. ~~execution of the March 31st April 1st valuation date(s) as agreed to by the City.~~ If a modernization project includes facility replacement, the TIF value shall be the value of the new investment minus the value of the existing real property.

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Amount of Value. The TIF is based upon ~~capital cost~~ the portion of new tax revenues needed to meet approved project costs for each year that the TIF is in effect. In general the amount of value the City will share with the business is directly related to the extent to which the project meets the guidelines set forth in this policy.

Minimum Investment. A maximum tax benefit of up to 40% is available for projects with real ~~estate investments property improvements~~ of a minimum of \$2,000,000. The determination of municipal participation will be based upon the amount of business investment, type of business, number and quality of jobs retained/created and other considerations outlined in this policy.

Exceptional Investment. A tax benefit exceeding 40% may be available based upon real ~~estate investments property improvements~~ which meet the exceptional l level of investment.

TIME PERIOD

- **Minimum Investment.** The TIF time period ranges from five, but not to exceed ~~fifteen~~ twenty years. The length of the time period for a TIF will be based upon the amount of business investment, type of business, number and quality of jobs retained/created and other considerations outlined in this policy.
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Capital Improvements. Within one (1) year of the TIF agreement being ~~signed~~ approved by

~~the State Department of Economic & Community Development (DECD), a minimum of 40% of the capital funds for the designated project must be spent.~~

~~Within two (2) years of the TIF agreement being signed approved by the State Department of Economic & Community Development (DECD), a minimum of 80% of the capital funds for the designated project must be spent.~~

~~Within three (3) years of the TIF agreement being signed approved by DECD, 100% of the capital funds for the designated project must be spent.~~

~~**Employment Retention/Creation.** When new jobs are designed as part of the TIF agreement, a minimum of 50% of the new jobs must be filled within two (2) years of the project's completion. Within two (2) years of the TIF agreement being signed, when new jobs are designed as part of the TIF agreement, a minimum of 50% of the new jobs must be filled.~~

~~When new jobs are designed as part of the TIF agreement, 100% of the new jobs must be filled within three (3) years of the project's completion. Within three (3) years of the TIF agreement being signed, when new jobs are designed as part of the TIF agreement, a minimum of 100% of the new jobs must be filled.~~

If the project involves job retention, then at least 95% of the jobs must remain filled for a minimum of three (3) years.

The City Administrator's/Manager's office will determine, in cooperation with the TIF recipient prior to the execution of the TIF, the methodology of reporting job retention/creation.

Penalty. If any of the above standards are not met, the TIF benefits may be voided.

Use of Local Contractors. Any business that is granted a TIF ~~will agree~~ to use local contractors where possible.

APPLICATION PROCESS AND FEES

Application Information and Contact. The ~~City Administrator's/Manager's~~ Economic and Community Development office of each City will act as a clearinghouse and coordinate all activity regarding tax increment financing proposals. Working with potential applications, the office will:

- Maintain a tax increment financing application;
- Provide information on tax increment financing;
- Discuss project proposals and accept preliminary application from the applicant;
- Review preliminary application based upon City TIF Policy with the City Administrator/Manager;
- Advise the applicant on findings of City Staff and preliminary result of City Council review;
- Schedule a City Council meeting for action on a TIF application and provide assistance

to the City Administrator/Manager in the formulation of a recommendation to the City Council;

- Submit application to the State Department of Economic and Community Development (DECD) based on the direction of the City Council; and
- Monitor on-going public and private investment in the development project.

~~*Administration Fees.* If tax increment financing is approved, an annual administrative fee equal to 1% of the incremental taxes reallocated back to the project may be charged.~~

Administrative and Extraordinary Expenses. In addition, any administrative and extraordinary out-of-pocket expenses incurred by the City in connection with the tax increment financing proposal will be reimbursed by the applicant whether or not tax increment financing is approved.

PERIODIC REVIEW

This policy shall be reviewed periodically by the Auburn and Lewiston City Councils and revised as necessary.

DEFINITIONS

Livable Wage. The reference to livable wage shall be defined by the Maine Department of Labor Center for Workforce Research and Information~~Economic Growth Council.~~

Full-Time Equivalent Job. Combining jobs to equal full-time (approximately 40-hours per week) employment.

EXCEPTIONS FROM TIF POLICY

Exceptions to the TIF Policy may be granted in accordance with the Joint Economic Development Protocol.

Adopted by the Lewiston City Council on March 1, 1999

Adopted by the Auburn City Council on March 2, 1999

Updated and Approved by the Lewiston and Auburn City Councils in February 2004

Updated and Approved by the Lewiston and Auburn City Councils in **September** 2012

Updated 2/17/2004

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JOINT ECONOMIC DEVELOPMENT PROTOCOL

WHEREAS, Auburn and Lewiston are committed to pursuing economic development collaboratively in order to increase our ability to attract and maintain investment in our respective communities; and

WHEREAS, competition for economic development can create barriers and be a hindrance to prospective developers;

WHEREAS, Auburn and Lewiston desire to set forth uniform procedures to eliminate any real or perceived perception of a competitive environment in the pursuit of economic development opportunities; and

WHEREAS, the City Councils of Auburn and Lewiston believe the role that each public, quasi-public, and private organization plays to promote the area and attract new investments that contribute to expanding employment and property tax base is properly set forth in the articulation of this policy,

IT IS HEREBY RESOLVED, That the Cities of Auburn and Lewiston, the Lewiston/Auburn Economic Growth Council, the Auburn Business Development Corporation, and the Lewiston Development Corporation hereby subscribe to the Economic Development Protocol as set forth herein.

New Business Inquires

1. When an individual or business contacts, LAEGC, it shall serve as a coordinating agent to inform the cities of the inquiry. If the inquiry is first made to either city, the information will be forwarded to LAEGC.
2. The City or LAEGC will focus on the prerequisite needs of the project. The client will be informed of opportunities that may exist in either Auburn or Lewiston. LAEGC should then prepare a project description and disseminate that information where appropriate.
3. The cities will work with LAEGC staff to put together a list of potential sites that address a client's needs and the information will be forwarded to the clients.
4. As the list of potential sites becomes more focused and narrowed, LAEGC shall continue to work with the cities to identify potential issues and develop strategies to overcome impediments.
5. Once a site(s) is selected and incentives are considered, the City(ies) will present the proposal(s) to LAEGC. No counter offer will be submitted by either community to unfairly induce the development proposal.
6. It is recognized that many development projects are not the main focus of, nor consistent with, the stated purpose of LAEGC, such as housing and retail clients and are not subject to this protocol.

JOINT ECONOMIC DEVELOPMENT PROTOCOL

Existing L-A Businesses

1. The Cities of Lewiston and Auburn will not recruit businesses from the other city.
2. Preference in the project development process should be given to the host community.
3. If a City receives an inquiry from a business located in the other city, LAEGC will be informed and take a lead role, unless the client expresses a preference to the contrary.

Tax Increment Finance Districts

When the Cities are considering establishing a TIF for a prospective development, exceptions from the Joint TIF Policy may be agreed to if it is determined that it is in the best interest of either community to support business retention or attraction. If either City Council wishes to deviate from the Joint TIF Policy, it agrees to follow the Joint L/A Economic Development Protocol and agrees to work collaboratively on the presentation of the TIF proposal to prospective business.

Notice of Intent to Withdraw

If either City wishes to discontinue this joint approach to economic development, it must give the other City at least 60 days notice of its intent to withdraw from using the protocol.

Periodic Review

The Staff Protocol Committee will meet no less than twice per year to review any apparent variance. Unresolved variances will be presented to the LAEGC Planning Committee.

This Protocol will be reviewed periodically by the Auburn and Lewiston City Councils and revised as necessary.

Adopted by the City Council on April 21, 1998.

City of Auburn, Maine

Professional Fee Reimbursement Agreement

This AGREEMENT is made between the City of Auburn in Androscoggin County, Maine, a body corporate and politic hereinafter referred to as the "City", and _____, LLC, a business qualified to do business in Maine, hereinafter referred to as the "Developer."

RECITALS

WHEREAS, the Developer has conveyed to the City its intention to apply for designation of a tax increment financing district (the "District") within the City, the adoption of a development program for the District and the execution of a credit enhancement agreement, all pursuant to Title 30-A Maine Revised Statutes, Chapter 206, for the benefit of the Developer's planned Auburn Housing project (the "Project");

WHEREAS, the City intends to respond to said application and, subject to satisfactory negotiations between the parties and municipal legislative approval, to participate in the preparation and submittal of an application to the State of Maine Department of Economic and Community Development (or MHA) for approval of the District designation and a development program for the District; and

WHEREAS, the City will incur certain costs in connection with its review of the Developer's application, the negotiations between the parties and preparation and approval of the District, development program and related documents and agreements; and

WHEREAS, the City has requested that the Developer reimburse the City for the aforementioned costs, as such costs will be solely and directly attributable to the City's review of the application, are not provided for in City's budgets, and should be borne by the Developer and not by the City or its residents.

NOW, therefore, the Developer hereby agrees to reimburse the City for reasonable expenses incurred by the City in connection with the City's review of the application and the process identified above on a "Fee Restricted-Step Basis." For purposes of this Agreement, Fee Restricted-Step Basis shall mean that in the event that the City's fees herein will exceed ???? Dollars (\$??,000), the City shall need to either obtain in writing a new fully executed "Professional Fee Reimbursement Agreement" between the parties hereto or further written approval from the Developer with respect to any fees in excess of ?????? Dollars (\$?0,000) under this Agreement.

1.0 REIMBURSABLE COSTS

Reimbursable Costs shall consist of all reasonable and documented outside professional costs, legal fees, accounting, application fees, mailing charges, travel, or other costs reasonably incurred by the City in reviewing the Developer's application, negotiating with the Developer and preparing the application the District's designation and development program, including preparation of related documents and agreements including a credit enhancement agreement, if any. The Developer agrees to pay all such Reimbursable Costs whether or not the District is ultimately approved by both the City and the State of Maine.

2.0 MUTUAL ACCEPTANCE OF COSTS

It is understood that the City has engaged Michael Malloy to provide legal services in connection with the City's review of the application. It is understood and agreed by the parties that the City's engagement of Michael Malloy for these purposes and consistent with the Fee Restricted Step Basis is reasonable and necessary for the purposes contemplated herein.

3.0 TIMING OF REIMBURSEMENT PAYMENTS

The Developer agrees to promptly reimburse the City for all Reimbursable Costs as those costs are incurred by the City, whether or not the City has issued its own payment for the costs or services concerned. The City shall submit monthly invoices to the Developer for Reimbursable Costs incurred by the City during the preceding month. The City's invoices to the Developer shall be based on invoices that have been received by the City from Michael Malloy, or others, even though not yet paid by the City. The Developer shall pay each invoice issued to the Developer by the City in full, within thirty (30) days following the Developer's receipt of the invoice concerned. If Developer disagrees with any portion of an invoice, it shall notify the City in writing the amount in dispute and the reason for its disagreement within thirty (30) days after receipt of the invoice, and shall pay the portion not in dispute. Developer may at any time (including up to two (2) years after the termination or expiration of this Agreement) audit or request reasonable additional supporting documentation for any invoice and the City agrees to make its employees, consultants and agents available to answer Developer's questions about invoices.

4.0 REPRESENTATIONS AND WARRANTIES

4.1 Developer Representations and Warranties. Developer makes the following representations and warranties as the basis for the undertakings on its part herein contained:

- (a) Existence and Good Standing. Developer is validly existing as a limited liability company in the State of _____ and is authorized to do business within the State of Maine.
- (b) Approval and Authorization. Developer has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. Developer is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein, and, to the extent permitted by applicable law, this Agreement constitutes a valid and legally binding obligation of Developer, enforceable in accordance with its terms,

4.2 City Representations and Warranties. The City makes the following representations and warranties as the basis for the undertakings on its part herein contained:

- (a) Existence and Good Standing. The City validly exists as a political subdivision in good standing under the laws of the State of Maine.
- (b) Approval and Authorization. The City has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The City has duly authorized the execution and delivery of this Agreement and the City's performance of all of its duties and obligations contained herein, and, to the extent permitted by applicable law, this Agreement constitutes a valid and legally binding obligation of the City, enforceable in accordance with its terms.

- (c) Lack of Relation to City's Determinations. The Developer's payments under this Agreement, which are being made at the City's request, shall not influence or have any bearing whatsoever upon the City's determination with respect to any application.

5.0 ENTIRE AGREEMENT

The entire Agreement between the parties with respect to the subject matter hereunder is contained in the Agreement. There are no other understandings, representations or agreements incorporated herein.

6.0 MODIFICATION

No waiver, alteration or modification of any of the provisions of this Agreement shall be

enforced unless in writing and signed by both parties to this Agreement.

7.0 GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine, without regard to the conflict of laws provisions in such state.

8.0 NOTICES

All notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered by messenger or by reputable national overnight courier service, (ii) three (3) business days after mailing when mailed by certified or registered mail (return receipt requested), with postage prepaid and addressed to the parties at their respective addresses shown below or at such other address as any party may specify by written notice to the other party, or (iii) when delivered by facsimile transmission to the parties at the facsimile numbers listed below:

- a. If to the Developer:

- b. If to the City:

With a Copy to:

Either party may change the name(s) and or address(es) to which notice is to be addressed by giving the other party notice in the manner herein set forth.

9. MISCELLANEOUS

9.1 Exercise of Rights and Waiver. The failure of any Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by either Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

9.2 Severability. In the event that any clause, provisions or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

9.3 Headings and Construction. The section headings in this Agreement are inserted for convenience of reference only and shall in no way effect, modify, define, or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement has been prepared by one of the Parties, all of the Parties confirm that they and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting party shall not apply.

9.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed.

DRAFT 2



City of Auburn
City Council Economic and Community Development Committee Information Sheet

Committee Meeting Date: August 18, 2016

Author: Douglas Greene, City Planner

Subject: Endorsement by City Council of Transportation Alternatives Grant Application

Information: The Planning Staff met with the State Bike and Pedestrian Coordinator to discuss applying for a Transportation Alternatives grant. The Transportation Alternatives Grant program is funded through the Federal Highway Administration and the Maine DOT. The focus of the grant application would be to fund and construct the planned Greenway Trail, which is part of the New Auburn Village Center Plan. The trail would make a significant non-motorized connection from the Auburn Riverway, the Barker Mill Trail and the Lewiston Greenway System. The grant is due at the end of August.

Advantages: The Transportation Alternatives grant opportunity will be able to help fund a major portion of the New Auburn Village Center Greenway Trail. This trail link will create an important connection to other trails and offer a place for people to have healthy activity, enjoy the beauty of the rivers and create a place for social interaction. The grant is a good investment as it is an 80-20 grant (\$4 for every \$1 of local funds).

Disadvantages: There may be lengthy period of waiting for the funds to be made available (late 2017 or 2018)

City Budgetary Impacts: The total grant requested would be approximately \$400,000 with a local match of \$80,000.

Staff Recommended Action: Staff is asking for City Council support for both the grant application and the local matching funds if the award is received.

Previous Meetings and History: None.

Attachments: None



City of Auburn
City Council Economic and Community Development Committee Information Sheet

Committee Meeting Date: August 18, 2016

Author: Douglas Greene, City Planner

Subject: Resolution to Support the Lewiston-Auburn Community Food Charter

Information: The Lewiston Auburn Good Food Council has developed a Community Food Charter that puts forth a policy statement in the form of a Charter that contains 5 elements that promote healthy food. The Good Food Council unveiled the Food Charter back in June and since then, numerous individuals and businesses has signed on as supporters. Now, the Good Food Council of LA is asking the cities of Lewiston and Auburn to adopt and support the Good Food Charter as a policy statement for: food security, sustainable agriculture, leadership, elevating good food policy and supporting working landscapes and the development of community infrastructure. Supporting the Good Food Charter is also a good fit for Auburn as it prepares to engage in a study of its 20,000 acre agricultural zone.

Advantages: The City of Auburn can send a message that it supports the policies and ideals of the Good Food Charter. The production and distribution of good food benefits our community in many ways.

Disadvantages: Supporting the Good Food Charter may seem out bounds for “normal” policy stances.

City Budgetary Impacts: None.

Staff Recommended Action: The Staff has representation on the Good Food Council and believes that the 5 policies of the Good Food Charter are supportive of agriculture and providing healthy good food to all citizens.

Previous Meetings and History: None before the City Council.

Attachments:

1. L-A Community Food Charter flyer
2. List of Good Food Charter Champions
3. Article on Good Food Council



GFCLA Vision:

Lewiston-Auburn bustles with people sharing *good food* that is healthy, affordable, and accessible, and that honors the enduring values, rich cultural heritage, and diverse needs of our population.

L-A COMMUNITY FOOD CHARTER

Because we believe *good food*:

- Is safe and nutritious, enabling people to live healthy, active lifestyles, and helping children learn and play;
- Supports a strong local economy and a thriving food system;
- Is produced with respect for and provides livable wages to workers;
- Stewards and conserves natural resources for future food production; and
- Fits cultural and/or religious beliefs.

Statement of Commitment:

I/We support a Lewiston-Auburn community that values *good food* and honors our enduring values, rich cultural heritage, and the diverse needs of our population. I/We will:



Strive for every member of our community to have a **food secure** future. No one in Lewiston-Auburn should go hungry.



Consider local and **sustainable agriculture** when making food decisions for ourselves and our families. Production systems should enhance healthy soil and clean water; similarly, economic systems should return a fair wage to labor and a fair income to farmers.



Enable **leadership** by all members of our community by sharing knowledge of *good food* and related resources and empowering individuals to take action.



Elevate *good food* **policy** by engaging and informing our local officials and leaders, lifting up examples of what works in other places, and using the definition of *good food* to evaluate relevant legislation and policy decisions.



Support the preservation of **working landscapes** and development of **community infrastructure** that enhances production of and access to *good food*.



Become a Food Charter Champion!

Sign the Food Charter at www.goodfood4la.org

Lewiston-Auburn Food Charter Champions

| | | |
|--|--|---|
| Abby Wilkins Bishop | Aimee Grimmel | <u>Dempsey Center</u> |
| Ordway Grove Farm Norway ME | Alyson Cummings | Andrea Breau |
| <u>Farmers' Gate Market</u> | Ben Tettlebaum | Bettyann Sheats |
| Bonnie Shulman | Bonnie Lounsbury | Bonnie Pooley |
| bonnie porta | Brea Pelletier | Camille Parrish |
| Catherine Lee | Cecile Thornton | <u>Bates College Dining</u> |
| <u>Double Z Land & Livestock</u> | <u>Central Maine Medical Center/Central Maine Heart & Vascular Institute</u> | <u>Raise-Op Housing Cooperative</u> |
| Craig Saddlemire | Cynthia Baker | <u>Bear Mountain Botanicals</u> |
| Dana Staples | Dani Scherer | <u>Coastal Enterprises, Inc. (CEI)</u> |
| Daniel Wallace | Dave Seddon MBA RD LD | David Moyer |
| <u>Androscoggin Land Trust</u> | Deb Reed | Deborah Burd |
| Diane Erb | Ellen Shrader | Emily Horton |
| Erica Dostie | Erica Hebold | Erika Gardner |
| <u>Trinity Jubilee Center</u> | Erin Cinelli | <u>Healthy Androscoggin</u> |
| <u>Frantasia Productions</u> | Hannah Horrigan | Hannah Read |
| <u>Maine Organic Farmers and Gardeners Association</u> | Jeff Harper | Jeffrey Dorian |
| <u>Back Cove Personal Fitness</u> | Jen August | Jennifer GendronCarleton |
| <u>Jenn Howe, Ind. Director w/Pampered Chef</u> | Jessica Elias | Jim Pross |
| <u>Cumberland County Food Security Council</u> | Jim Lysen | JOANNE CARON |
| John R. Bolduc | Jonah Fertig | Jonathan Myles |
| Joy Harrington | Julia Harper | Justin Liudvinaitis |
| <u>Food Joy</u> | Karen Harris | Karen Lane |
| Katherine Lary | <u>YWCA Central Maine</u> | Kathy Durgin-Leighton |
| <u>4 Season Farm Market</u> | Keena Tracy | <u>Maine Network of Community Food Councils</u> |
| Kim Finnerty | Kim Finnerty | Kira Spellman |
| Kirsten Walter | <u>St. Mary's Nutrition Center</u> | Kirstin Moynihan |
| Kyle Dussault | Lauren Breau | Leelaine Picker |
| Leonard Tower Jr | Lindiwe Majele Sibanda | Lis Janes |

Lisa Mayer

Marcela Peres

Melissa Emerson

Missy North-Drain

**[Lewiston Green
Independent Party](#)**

[Austin Associates, PA](#)

Rene Dumont

RitaMae Morin

Samuel Chamberlain

Sarah Ullman

Seth Mirsky

Shana Wallace

Sherie Blumenthal

Tessa Lajoie

Maine MEP

Madelyn Reed

Maria Harrison

[Pinetree Garden Seeds](#)

Nicola Chin

Noah Sherwood

Phil Doucette

[St. Mary's Health System](#)

Roberta O'Brion

[The Maine Food Strategy](#)

Scott Vlaun

Shaad Masood

[Grow L+A](#)

Susan Brown

**Auburn PAL Cooking Thru
Science**

Will Fessenden

Marcel Gagne

**Maurice and Gisele
Guerrette**

Mia Poliquin Pross

Niomi Larrivee

**[Cooperative Development
Institute](#)**

Rebecca Dugan

Capital Area Food Council

Ryan Parker

**[Sara Goodrich, LMT -
Renew You! Massage and
Yoga](#)**

**[Center for Ecology Based
Economy](#)**

Shae Morin

Shelley Kruszewski

Taylor Brosious

Tracey Miller

Zizi Vlaun

Food Council Accelerates Community Transformation



Daniel Wallace, Julia Harper, and Deborah M. Burd
GOOD FOOD COUNCIL OF LEWISTON-AUBURN

Now entering its third year, a local food council is connecting across multiple sectors to support the rebuilding of a healthy, community-based food system.

Much is made these days of food as a pivot point for community development, a sort of lever for community engagement and action. Why? On the face of it, the answer is simple: food can bring people together, and people acting in concert drive change.

One growing though not new model is the community food council. A food council knits together a wide variety of people for a specific set of food-related goals. It can be formed at a local, state, or regional level. The structure depends on how the group organizes itself and the purpose for which it is formed. The motivation to form a council can range from fighting food insecurity to creating food policy, but a common theme is an integrated approach to improving the food system.¹ The approach takes a comprehensive view of all of the players, processes, and infrastructure involved in getting food from land and sea to table. It also incorporates the physical, psychological, and cultural ways in which food touches people's lives. Such a systems approach recognizes interconnectedness, limits unintended consequences, and gives lift to the whole.

The Good Food Council

The Good Food Council of Lewiston-Auburn (GFCLA) formed in late 2012 as the next step in an effort dating back to 1999, when organizing began around an urban garden project in Lewiston, Maine.²

The Meaning of Good

Lewiston is Maine's second-largest metro area. Its demographic profile speaks to the severity of the challenges it faces. It is home to the state's highest childhood poverty level. Ninety-eight percent of students in a downtown elementary school are eligible for free or reduced-price school meals. And over the last 10 years, the resettlement of large numbers of refugees, mostly from Africa, has presented a different kind of challenge, requiring adjustments for both the existing population and the immigrants.³

The GFCLA envisions a community bustling with people sharing *food* that is healthful, affordable, and accessible, one that honors enduring values, cultural heritage, and diverse needs. Food that is good in every way is the GFCLA's central organizing tenet. It is food that provides nutrients for healthy, active lives and enables children to learn better and to play. It fits cultural and religious beliefs, is grown in a way that treats producers with respect and provides them with a livable wage, and supports local businesses. It nourishes not only human bodies but the planet—so that soil and water can provide the nutrients needed to grow food in the future.

Community Food Assessment

In 2008, a Community Food Assessment (CFA) began in Lewiston.⁴ A CFA is a collaborative process that examines food and agriculture issues and assets within a community or region. Key to the effort was grounding the work through citywide charrettes, community-action research, and small planning sessions called "good food gatherings." The idea was to uncover mutual-gain scenarios—ways in which the entire community could benefit from food-related interventions—using existing resources. As the initiative transitioned

from research to planning to implementation, the assessment work expanded to include Auburn, and the council model was adopted.

The GFCLA released the completed CFA in December 2013 at a well-attended community forum.⁵ It focused on access to healthful food, particularly among populations with limited income.⁶ The CFA and concurrent research highlighted the following:

- healthful food costs on average 40 percent more in downtown neighborhoods than in Lewiston's outskirts, and up to half of households lack access to a vehicle;
- 79 percent and 98 percent of students in Lewiston's downtown elementary schools are eligible for free or subsidized lunch, respectively;
- the percentage of the Lewiston population using the Supplemental Nutrition Assistance Program (SNAP) was 36 percent in 2012—nearly twice Maine's average of 18.5 percent;
- of 64 stores selling food in Lewiston, only seven had at least six types of food identified as healthy;⁷ and
- 72 percent of Lewiston's African immigrants face barriers accessing culturally appropriate, nutritious food.⁸
- Armed with this information and the outcomes of community meetings, the GFCLA began its work.

Community Impact

Much of GFCLA's first two years was spent on internal process, priority setting, and councilor education. But now that many members of the Lewiston-Auburn community recognize the value that agriculture and food play in creating a vibrant, economically viable community, the insights are beginning to have ripple effects:



Gardening together in Maine.

- **Economic Development** – Grow L+A, a nonprofit, seeks to rehabilitate the 345,000-square-foot Bates Mill 5. The 1914 Albert Kahn–designed former textile mill sits along the Androscoggin River in the middle of Lewiston-Auburn's downtown. Its rehabilitation could support a revitalized regional food system, improve downtown viability, create jobs, and strengthen local businesses.



One way St. Mary's Nutrition Center promotes community health is through a year-round farmers market.

- The aim is to include a vertically integrated food chain within the facility and to investigate the potential of a local food aggregator. Grow L+A used the CFA to attract grants to fund the research and to conduct a feasibility study.⁹
- **Transportation Planning** – The Androscoggin Valley Council of Governments (AVCOG) is tasked with routinely evaluating the twin city bus routes. The CFA painted a fuller picture of the experience of someone living without a vehicle, including a description of one resident's two-hour round trip to the grocery store. Given that existing bus routes had limited evening and no weekend service hours, expanding the bus routes was identified as critical. Funds were allocated to expand routes and create limited Saturday services. Today the routes are among those with the highest ridership. AVCOG has requested additional input and recommendations from the council to inform its next transit review.
- **Public Health** – Healthy Androscoggin (HA), part of the statewide Healthy Maine Partnership network, is an important public-health advocate.¹⁰ The GFCLA and the CFA provided a framework and direction for HA's food-related policy, systems, and environmental-change work. HA has used the CFA data in grant proposals, including a Community Transformation Grant and a recent Farm-to-School Grant. The council has helped HA identify community partners, clearly define organizational roles, and reduce service duplication.
- **Research** –The work of the council has enabled student and professional research at Bates College, the University of Southern Maine, and the Muskie School of Public Service. Currently a project led by Bates students is assessing the local farm-to-institution landscape and developing a deeper understanding of existing opportunities and challenges to increasing institutional purchase of local foods. This research could be coupled with similar research in other parts of Maine and begin to form a body of knowledge that would support state-level policy initiatives.¹¹

- **Priority Setting** – Organizations have used the council to help connect the dots between concurrent yet disparate efforts, thus enabling partners and community leaders to tackle the issues that they are best equipped to address. For instance, early findings of the CFA highlighted the limited access to and high cost of fresh produce in downtown neighborhoods. As a result, St. Mary's Nutrition Center worked to strengthen the local farmers' market and developed complementary programs to support low-income customers. Through this effort, the number of market vendors grew fourfold and both a winter market and a farmers' market incentive program for SNAP- and WIC-eligible consumers were established.



photo Cultivating Community, Portland, Maine

- **Broader Impact** – The GFCLA is a leader in a new movement in Maine. Individuals on the council have been instrumental in building the Maine Network of Community Food Councils. In addition, the council has two representatives on the steering committee of the statewide Maine Food Strategy, an initiative that looks to local councils for data and information to develop clear goals and to become implementation partners down the road.¹²

But the impact of the GFCLA is perhaps more powerfully about individuals and relationships. One council member notes that, as a father, he has gained the knowledge and vocabulary to be able to explain to his children where food comes from and what makes a healthy food system. As a local certified public accountant who has farmers and producers as clients, he is able to bring awareness to his clients about the issue of food insecurity and the potential for expanding into new markets.

The GFCLA is just beginning to hit its stride. The needs are monumental and require systemic change. The CFA created a data baseline, but the council still needs to develop quantitative measures of progress. To date, the council's greatest success is seen in a deeper understanding of the regional food system, the intangible forma-

tion of relationships, and the network of partners needed to make change within the community. The GFCLA is committed to supporting the greater Lewiston-Auburn community's development of a thriving food system that supports healthy people, vibrant neighborhoods, and a strong local economy.

Daniel Wallace is a program developer at Coastal Enterprises Inc. and a counselor on the Good Food Council of Lewiston-Auburn. **Julia Harper** is Good Food Council coordinator. **Deborah M. Burd** is grants manager at St. Mary's Health System in Lewiston, Maine. Contact them at goodfood4la@gmail.com.

Endnotes

- ¹ The USDA Economic Research Service describes *food security* as access by all people at all times to enough food for an active, healthy life. With *food insecurity*, consistent access to food is limited by lack of money or other resources. A *food system* is defined as all the processes and infrastructure needed to get food from the field or ocean to consumers. It includes production, processing, wholesale and retail distribution, waste management, and support systems such as transportation, education, city and town governments, and emergency food providers.
- ² See Kirsten Walter, "Somalis in Maine: Collaborating on Gardens and Nutrition," *Communities & Banking* 22, no. 1 (winter 2011), https://www.bostonfed.org/commdev/c&cb/2011/winter/Walter_Somali_garden_Lewiston.pdf.
- ³ For interactive demographics on Lewiston, see the Boston Fed's New England City Data tool, <http://www.bostonfed.org/commdev/data-resources/city-data/index.htm>.
- ⁴ Kirsten Walter, "Local Food for Lewiston: Exploring the Role of Food Assessment as Part of Broader Work in Community-Engaged Food Systems," *Maine Policy Review* 20, no 1 (winter-spring 2011), <http://digitalcommons.library.umaine.edu/cgi/viewcontent.cgi?article=1041&context=mpr>.
- ⁵ See <http://goodfood4la.org/resources/community-food-assessment/>.
- ⁶ Access is defined here as the availability, affordability, and appropriateness of healthful food options.
- ⁷ The data—high poverty, low vehicle access, very few stores with healthy options—suggest that the population is likely to have poor health outcomes. In fact, 31 percent of adults in the area are obese. As other studies have shown, the connection between poverty and obesity often reveals itself in the food environment. Low-income individuals rely on cheaper, calorie-dense foods, often highly processed and less nutritious, rather than more expensive and less accessible healthier foods.
- ⁸ Research conducted with the Muskie School of Public Service.
- ⁹ A grant came through the Local Food Promotion Program, which offers funds with a 25 percent match to develop and expand local and regional food enterprises to increase consumption of, and access to, locally and regionally produced agricultural products and to develop new local market opportunities for farms and ranches.
- ¹⁰ A collaborative effort of the Maine Department of Health and Human Services, Maine Center for Disease Control and Prevention, Maine Office of Substance Abuse, and the Maine Department of Education.
- ¹¹ See "Bates Contemplates Food," <http://www.bates.edu/food>.
- ¹² See <http://mainefoodstrategy.org/>.

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City of Auburn
City Council Economic and Community Development Committee Information Sheet

Committee Meeting Date: August 18, 2016

Author: Yvette Bouttenot

Subject: Storefront Traffic Accelerates Revitalization (STAR) Program

Information: On May 17, 2016 the City Council approved the Community Development Action Plan with an amendment to re-allocate \$200,000 of CDBG funds from the Economic Development Loan Program to establish the STAR Program. The criteria for the program will be to offer \$50,000 forgivable loans for owners of properties located in the Downtown, New Auburn or Union Street CDBG Target Areas. The funds will be used to finance the purchase of equipment and/or inventory and for construction improvements for buildings which house storefront businesses.

Attached are the Program Guidelines developed using terms similar to the Gardiner Growth Initiative.

Advantages: Increases economic growth in Auburn designed to encourage the creation or enhancement of business enterprises by providing financing in the form of a forgivable loan. Creates new employment opportunities for low- and moderate-income (LMI) households.

Disadvantages: High risk loans

City Budgetary Impacts: n/a

Staff Recommended Action: Approval of the Storefront Traffic Accelerates Revitalization (STAR) Program Guidelines

Previous Meetings and History: City Council Meeting, May 16, 2016 – establish the STAR Program re-allocating \$200,000 CDBG funding from the Economic Development Loan Program.

Attachments: Guidelines

New text

STOREFRONT TRAFFIC ACCELERATES REVITALAZATION (STAR) ~~STAR~~ BUSINESS LOAN PROGRAM

A. PROGRAM OBJECTIVE

The ~~Small~~ Storefront Traffic Accelerates Revitalization (STAR) Business Loan Program is designed to encourage the creation or enhancement of business enterprises by providing a source of low interest financing. The program objective is to create new employment opportunities for low- and moderate-income (LMI) households.

B. ELIGIBLE APPLICANT

1. The applicant may be for a sole proprietorship, limited liability company, corporation, partnership, S-corporation or non-profit who will operate a business in the City of Auburn.
2. Any taxes due on property owned by the borrower must be paid in full or acceptable arrangements are made with the Treasurer of the City of Auburn.
3. Only one forgivable loan will be made per applicant.

C. ELIGIBLE ACTIVITIES

1. Commercial properties/business must be located in one of the following CDBG target areas: Downtown, New Auburn, Union Street.
2. Purchase of equipment or inventory.
3. ~~Working Capital~~
4. Construction improvements
 - a. If the project involves construction activity, then the administration to the loan shall follow the guidelines of the Rehabilitation Loan Program.

D. LOAN TERMS

1. Maximum Loan Amount: \$50,000 - applicant must provide a one-to-one match
2. Loan cannot exceed 50% of the total project costs
3. Loan is a 5 year forgivable loan with interest rate as low 6% depending on the size of the loan and the risk profile. Community Development Loan Committee will set the interest rate.

4. First year of interest is paid up front, held in escrow and returned at end of Year 5.
5. Interest in years 2-5 accrues, but payment is deferred until the end of Year 5, at which time it is forgiven providing the forgiveness criteria listed below is met.
6. At the end of Year 3, 25% of loan principal is forgiven, at end of Year 4, 50%; at end of year 5, 100% of loan principal is forgiven provided business remains active (open at least 40 hours per week) in one of the target areas, funds are used as described in the application and business submits annual financial reports on time.
7. Funds may be used only for fixed assets and business related equipment with preference given for infrastructure improvements.
8. Working capital is not eligible.
9. The applicant may secure loan assistance from any other public agency or private lender who will be responsible for due diligence on behalf of the City's assistance.
10. The applicant must provide a commitment which describes the terms and any conditions of the commitment.
11. The business must remain housed within the City of Auburn until the loan is forgiven.

E. JOB CREATION CRITERIA

1. When the applicant's income is less than 80% of area median income, there will be no job creation requirement. The owner's job shall satisfy the requirement for low-moderate income benefit (LMI).
2. Special Economic Development Activity
 - a. At least one 1 full-time equivalent job will be created within three months after the loan closing for every \$25,000 of Community Development funded loan assistance. Job(s) that are created through this program will be maintained for a minimum of three years.
 - b. During the application process, jobs will be evaluated to determine if there is potential to satisfy the 51% low-income job requirement.
 - c. 51% of any jobs created will be taken by LMI households based on income limits established by the U. S. Department of Housing and Urban Development for Lewiston-Auburn SMSA. Only the initial job will be subject to income limitations.

- d. Spin-off jobs (jobs that have an indirect link to the project and financing) and turn-over jobs (jobs that were previously taken by an employee and are now open) are not eligible to be counted to satisfy the jobs requirement.
- e. The applicant will be required to sign a Job Agreement as a condition of the loan and must comply with all required reporting.

F. ADMINISTRATION

1. Non-Discrimination

Administration of this program shall be in accordance with Title VI of the Civil Rights Act of 1964 as amended. No person shall, on the ground of race, color, national origin, sex, age, disability, religion or familial status be excluded from participation in, be denied the benefits of, or subjected to discrimination under this program.

2. Participation by Religious Organizations

a. Religious organizations can apply through the STAR Business Loan Program with the understanding that funds cannot be used to support inherently religious activities such as worship, religious instruction, or proselytizing. The organization can engage in such activities, but the business must be at a different location than the place of worship. Jobs must be open to non-religious members, and religious participation by beneficiaries must be voluntary.

b. The organization must not discriminate against an employee or prospective employee on the basis of religious belief or refusal to participate in a religious practice.

3. Household Income

For the purpose of determining eligibility, Community Development staff will calculate income by projecting the prevailing rate of income of each person at the time assistance is requested. Estimated annual income shall include income from all household members. Income will be based on Part 5 as defined by the Department of Housing and Urban Development.

4. Income Limits

To determine income for certain benefits under the STAR Business Loan Program, Community Development staff will use income limits for Lewiston-Auburn SMSA , established by the Department of Housing and Urban Development and available in the Community Development Department. Revised income limits will be used upon receipt.

5. Loan Processing

Applications shall be processed on a first-come, first-served basis. Community Development Department staff shall use the receipt date of application to establish the order of priority. The applicant will be notified if there is funding available to proceed with the project and if there is inadequate funding, then the application may be placed on a STAR Business Program Waiting List.

H. APPLICATION PROCEDURES

1. Business Plan

The applicant shall submit a business plan that

- a. **describes the business** (type of business, status of the business, the form of ownership, the profit potential, employment opportunities, and other market/community benefits, location and hours of the business);
- b. **the market** (products/service, customers, market size, competition, estimated market share, production and distribution, image/packaging, advertising, and pricing);
- c. **operations/organizational management** (management responsibilities, professional services, background and experience);
- d. **financial plan** (costs, revenues/chart of accounts, assets, liabilities, cash flow projections, balance sheet, equipment list, sources and uses, business pro-forma, and
- e. **supporting documents** (personal resume, personal financial statement, job descriptions, letters of reference, copies of leases, contracts, etc.), as applicable.

2. Financial Submission

The applicant(s) shall submit the application form, the last two years of business and/or personal tax returns as well as personal financial statements or other documentation from an accountant or other acceptable source. The applicant may be asked to supply a listing of personal property and inventory.

This section sets forth the application procedures for the STAR Business Loan Program.

1. **Initial Application** - Loan application may be obtained from the (Community Development Department (CDD)).
2. **Loan Processing** - Community Development staff will evaluate eligibility of the application. After approval, Community Development staff will hold a loan closing. Disbursement of funds will require approval of both Community Development staff.

3. **Loan Closing** - Loan documents shall include a promissory note, mortgage, security agreements, job agreement, and any other documents necessary to secure the terms and conditions of the loan. Any legal costs incurred by the CDD for closing documents will be the responsibility of the owner and may be paid for with loan proceeds.
4. **Disbursement of Funds** - Personal funds will be disbursed first. Any other resources and City funds will then be disbursed on a pro-rata basis.
5. **Post Closing Counseling** – The applicant will agree to meet with the Economic Development Department quarterly during the first two years after the closing, or more frequently, if necessary, to review the financial status of the business.

I. OTHER PROGRAM REQUIREMENTS

All loans will comply with applicable Federal Regulations, as amended, of the Community Development Program as listed below:

1. **Civil Rights** - The owner will be required to comply with Title VIII of the Civil Rights Act of 1968, as amended, barring discrimination upon the basis of race, color, religion, creed, sex, handicap, familial status, or national origin in the sale, lease, rental, use, or occupancy of the property.
2. **Federal Labor Standards Provisions** - The owner must abide by established minimum wage rates (Davis-Bacon Act) for the area for construction work exceeding \$2,000.
3. **Conflict of Interest** - No elected or appointed official or employee of the City of Auburn, and no member of any municipal board or committee which exercises any decision-making function with respect to the Community Development Program, shall participate in negotiating or shall exercise any influence in awarding or administering any contract in which he has a direct or indirect pecuniary interest as the term is defined by 20 MRSA Section 2250.
4. **Prohibition Against Payment of Bonus, Commission, or Fee** - The owner cannot pay any bonus, commission, or fee for the purpose of obtaining the City of Auburn's approval of the loan application, or any other approval or concurrence required by the City of Auburn or its designee obtain a loan under these guidelines.
5. **Equal Employment Opportunity** - The owner must abide by the provisions of Executive Order 11246 as amended by Executive Order 11375 concerning equal employment opportunity and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, familial status, handicap, or national origin.

6. **Lead-Based Paint Hazards** - Any loan made by the City of Auburn for construction work is subject to requirements of the Department of Housing and Urban Development's with respect to treating lead-based paint hazards as set forth in Title 24 CFR, Part 35.
7. **Flood Hazard Insurance** - If the property to be improved is located in a designated flood hazard area, the owner will be required to purchase flood hazard insurance or show evidence of coverage, and abide by the regulations of the Flood Disaster Protection Act of 1973 located in or owned in substantial part by persons residing in the area of the project.
8. **Environmental Review Procedures** - All projects shall be subject to environmental review procedures of the National Environmental Protection Act.



City of Auburn
City Council Economic and Community Development Committee Information Sheet

Committee Meeting Date: August 18, 2016

Author: Yvette Bouttenot

Subject: Neighborhood Challenge Grant

Information: On May 17, 2016 the City Council approved the Community Development Action Plan with an amendment to re-allocate \$25,000 of CDBG funds from the Rehabilitation Loan Program to establish the Neighborhood Challenge Grant. Staff is ready to design the guidelines and publicize the process to potential applicants. Similar grants have been offered in Pensacola, Florida, where the focus was on streetscapes, signage and other public improvements while in New York City the focus was on business attraction and property development.

Advantages: Beautification of neighborhoods

Disadvantages: Competitive process could put some neighborhoods at a disadvantage

City Budgetary Impacts: n/a

Staff Recommended Action: Seeking guidance for goals of the program and criteria for eligibility.

Previous Meetings and History: City Council Meeting, May 16, 2016 – establish a Neighborhood Challenge Grant by re-allocating \$25,000 from the CDBG Rehabilitation Loan Program

Attachments: none



City of Auburn
City Council Economic and Community Development Committee Information Sheet

Committee Meeting Date: August 18, 2016

Author: Yvette Bouttenot

Subject: HOME Funds – Staying Home Rental Assistance Program

Information: The goal of this program is aligned with the 5 Year Consolidated Plan goal of preventing homelessness in Auburn. This will be a tenant based rental subsidy program targeted to families whose children are at risk of having to relocate schools because of evictions. A partnership will be formed between the Auburn School Department, Auburn Housing Authority and the City’s Economic and Community Development Department. Auburn Housing will administer the program with referrals from the school department. We have reached out to each agency and will begin meeting within the next month to bring the program up and running which will also coincide with the beginning of the school year. The HOME Program Budget has an allocation of \$75,000 for this project.

Advantages: Stabilizes families and prevents students from having to change schools or districts during the school year.

Disadvantages: Families become dependent on subsidies

City Budgetary Impacts: n/a

Staff Recommended Action: Approval to move forward with development of the Program.

Previous Meetings and History: none

Attachments: none



City of Auburn
City Council Economic and Community Development Committee Information Sheet

Committee Meeting Date: August 18, 2016

Author: Douglas Greene, City Planner

Subject: Northern Borders Regional Commission Economic Development and Infrastructure Grant award

Information: At your May 19, 2016 meeting, the Economic and Community Development Committee endorsed a grant application for a Northern Borders Regional Commission. Later on June 6th, the full City Council endorsed the application. Two weeks ago, the City Manager was notified that Auburn was awarded \$246,186, with a local match of \$106,186. The funds will be used for the construction of Phase 1 of the New Auburn Village Center Plan.

Next Steps- A grant agreement will be amended and then signed by the City Manager. Additional forms are needed to be submitted in order to get a notice to proceed. Staff is already meeting with key land owners and construction should start next spring.

Advantages: Construction of Phase 1 will start the beginning part of the new Riverway Road, create a new 68 space parking lot for the existing businesses in the immediate area and create new developable space for existing businesses to expand or for new businesses.

Disadvantages: The construction will cause some local noise and dust normally associated with this type of work.

City Budgetary Impacts: The city has committed the local match of \$106,186 that will come from the CIP Comprehensive Plan Implementation budget.

Staff Recommended Action: No action is needed by the ECD Committee at this time.

Previous Meetings and History: This grant application was endorsed by the Economic and Community Development Committee on May 19th and the by the full City Council on June 6th.

Attachments:

1. NBRC Award Notice Letter to Auburn
2. List of 2016 NBRC awards for Maine



Northern Border Regional Commission

August 5, 2016

Howard Kroll
City of Auburn
60 Court Street
Auburn, Maine 04210

Dear Mr. Kroll:

On behalf of Governor LePage and the NBRC Board, we congratulate you and your organization upon your selection for an NBRC grant award.

Enclosed is an original **Grant Agreement and ACH form**. Please **sign, scan, and email** them to NBRC Program Director Christine Frost at admin@nbrc.gov before September 1, 2016.

It is very important that you read the agreement that is enclosed. The contract is newly developed and specific for your project. If there are any errors, inconsistencies, or omissions, you must bring them to the NBRC's attention prior to signing the contract.

Specifically, we refer you to the following:

- ✓ **Deadline for Returning Agreement to NBRC is September 1, 2016:** This is the deadline to return a signed contract along with the ACH form (SF-3881) in order to obligate your award within the Federal financial system. If this date is not met and we do not hear from you, the NBRC may award your funds to the next eligible applicant.
- ✓ **Notice to Proceed:** You will **NOT** be reimbursed for funds spent prior to receipt of a Notice to Proceed, unless expressly laid out in your contract. See Section VI in your Agreement. Most recipients will have a Notice to Proceed from the NBRC by October 1, 2016. If your project must begin before October 1, 2016, please contact Christine Frost (202) 590-0807 or by email at admin@nbrc.gov as soon as possible.
- ✓ **Proper Reference:** It is extremely important that every communication and all documentation be referenced with the NBRC Contract Number found at the top left of your contract. This will allow us to meet your needs faster and with more accuracy.

We look forward to working with you to successfully complete the project, and more importantly look forward to the outcomes that you presented in your application.

Sincerely,

Mark Scarano
Federal Co-Chair

cc: NBRC State Program Manager
Local Development District (if applicable)



Northern Border Regional Commission

CONGRESSIONAL NOTICE OF AWARDS

2016 NBRC Economic & Infrastructure
Development Investment awards

CONTENTS:

- Contact Information for grant recipients and brief description of awarded project
- Background on the NBRC and overview of the 2016 round

NOTES:

- **Members of Congress can immediately contact grant recipients or release media announcements after receiving this notice.**
- NBRC, the Federal Co-Chair, and the States will self embargo news of these awards until Monday, August 8th.
- Further and customized quotes from the Federal Co-Chair or State NBRC partners can be provided quickly upon request.

NBRC CONTACTS:

- for general inquiries:
Mark Scarano
Federal Co-Chair
(202) 590-6650
mscarano@nbrc.gov
- for grant technical information:
Christine Frost
Program Director
(202) 590-0807
cfrost@nbrc.gov
- for State process of award prioritization:
Andrea Smith
NBRC State Program Manager, Maine
(207) 624-9813
andrea.smith@maine.gov

Brief Description of Awarded Projects with Contact Information for Each Recipient

Town of Pittsfield (CD-2)

Requested: \$250,000

Awarded: \$250,000

Contact: Kathryn Ruth, Town Manager
(207) 487-3136
townmanager@pittsfield.org

Project: Project addresses the replacement of a failing obsolete sewer line. The former SAS Industrial Complex is located along the river and replacement of this wastewater main pipe will allow for expansion of a business to the 31 acre SAS Industrial Complex.

Central Maine Community College (Auburn, CD-2)

Requested: \$250,000

Awarded: \$250,000

Contact: Scott Knapp, President
(207) 755-5230
sknapp@cmcc.edu

Project: Project will renovate and expand the precision manufacturing lab at CMCC. This business and workforce development project will support the retention and/or expansion of regional precision manufacturing companies by providing skills training to new and incumbent workers.

City of Auburn (CD-2)

Requested: \$246,186

Awarded: \$246,186

Contact: Howard Kroll
(207) 333-6601 x 1221
hkroll@auburnmaine.gov

Project: Project includes the acquisition and demolition of key property and building, construction of a new Riverway Road, adjust a floodplain boundary, create a new 68 space parking lot, create new commercial and residential buildable space, and retain jobs at two businesses.

Maine Department of Transportation (Madawaska, CD-2)

Requested: \$250,000

Awarded: \$250,000

Contact: Nathan Moulton, Director, Rail Programs
(207) 624-3563
nathan.moulton@maine.gov

Project: Project will upgrade the Sheridan Rail Bridge on the State-owned Madawaska subdivision to allow 286,000 pound rail car loadings at 25 mph

track speeds. 286,000 is the current modern standard for rail cars in the national system.

Snow Pond Center for the Arts (Sidney, CD-2)

Requested: \$250,000

Awarded: \$250,000

Contact: John Wiggin, Executive Director
(844) 476-6976
john.wiggin@snowpond.org

Project: To upgrade infrastructure on and around the historic 1930 outdoor amphitheater and new construction of a 4,400 square foot Expanded Learning Center.

Maine Department of Labor (All NBRC Maine Counties, CD-1, CD-2)

Requested: \$250,000

Awarded: \$250,000

Contact: Jeanne Paquette, Commissioner of Labor
(207) 621-5095
jeanne.paquette@maine.gov

Project: Project will provide financial assistance for competitive “upskilling” that advances a minimum of 25 companies and 125 workers to a higher level of competitive performance. Funds will be used to help companies with apprenticeship, classroom, on-the-jobs and pre-hiring training services.

Northern Maine Regional Airport (Presque Isle, CD-2)

Requested: \$250,000

Awarded: \$250,000

Contact: Scott Wardwell
(207) 764-2550
swardwell@presqueisleme.us

Project: Project will help construct a five unit clear span, heater hanger primarily for the mede-vac aircraft but to also attract business aviation clients who used aircraft to maintain access to regional clientele and medical professionals.

Eastern Slope Airport (Fryburg, CD-2)

Requested: \$250,000

Awarded: \$250,000

Contact: Don Thibodeau, Airport Chairman
(207) 935-3341
don@greenthumbfarms.com

Project: Project includes the construction of a new aircraft hangar to attract new seasonal visitors and outside investors.

Note: this is a multi-State application in which the Eastern Slope Airport also applied for \$250,000 in NBRC funds from New Hampshire's allotment. The applicant may receive up to a total of \$500,000 from the NBRC.

About the Northern Border Regional Commission

Created by the US Congress in 2008, the Northern Border Regional Commission (NBRC) is a Federal-State partnership whose mission is to help alleviate economic distress throughout the northern counties of Maine, New Hampshire, Vermont, and New York. Thanks to annual Congressional appropriations, the NBRC has awarded, in its short five-year history, \$21.2 million to 116 public and non profit recipients. Historically, for every \$1 in NBRC funds, recipients have provided \$3.40 in matching funds for critical infrastructure or services that encourage private sector investment in their communities and regions.

More information on the NBRC can be found at www.nbrc.gov

About the 2016 NBRC Economic & Infrastructure Development Investment Round

The NBRC's 2016 Economic & Infrastructure Development Investment Award program provided over \$7.4 million in grants to projects in the NBRC's four state service area of Maine, New Hampshire, Vermont, and New York. This year's round was particularly competitive as the NBRC Federal-State partnership received 83 applications seeking \$16.5 million in funds.

Grants are approved by the Federal Government's representative to the NBRC and State Governors based on the prioritization of applications by each State.