



City Council Workshop & Meeting
Agenda
June 3, 2024
Auburn Hall, Council Chambers

5:30 P.M. City Council Workshop

- A. **Executive Session** pursuant to Title 1 M.R.S.A. Section 405(6)(C) for discussion of an economic development matter. *Passage requires 3/5 majority vote to enter Executive Session.*
- B. Update on ARPA Funding - Rita Beaudry, Grant Manager
- C. Riverwalk Rail Trail Project Overview, Planning and Regional Context - Jonathan LaBonte and Eric Cousens

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

Pledge of Allegiance & Roll Call

- I. **Consent Items** – *All items with an asterisk (*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member or a citizen so requests, in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.*
 - 1. **ORDER 78-06032024*** - Appointing Donna Wallace to the Age Friendly Community Committee for a term that expires June 1, 2027, as recommended by the Appointment Committee.
 - 2. **ORDER 79-06032024*** - Appointing Lawrence Pelletier to the Age Friendly Community Committee for a term that expires June 1, 2027, as recommended by the Appointment Committee.
 - 3. **ORDER 80-06032024*** - Appointing Dana Morrell to the Age Friendly Community Committee for a term that expires June 1, 2027, as recommended by the Appointment Committee.
 - 4. **ORDER 81-06032024*** - Appointing Cynthia Larrabee to the Age Friendly Community Committee for a term that expires June 1, 2027, as recommended by the Appointment Committee.
- II. **Minutes** – May 20, 2024, Regular Council Meeting
- III. **Communications, Presentations and Recognitions**
- IV. **Open Session** – *Members of the public are invited to speak to the Council about any issue directly related to City business or any item that does not appear on the agenda.*

V. Unfinished Business

VI. New Business

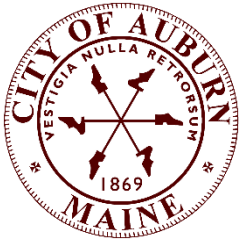
1. **ORDER 82-06032024** - Authorizing the City's general obligation bonds in the amount of \$16,615,750 to finance the City's FY25 Capital Improvement Program. *First reading. ROLL CALL VOTE. Passage requires an affirmative vote of 5 Councilors at the second reading.*
 2. **ORDER 83-06032024** – Authorization for the City Manager to execute the Collective Bargaining Agreement between the City of Auburn and the IAMAW AFL-CIO Union for Custodians and Maintenance covering 07/01/2024 to 06/30/2027. *Passage requires majority vote.*
 5. **ORDER 84-06032024** – Initiating Zoning Map amendment in the area of 550 Minot Avenue from T4.2B to General Business. *Passage requires majority vote.*
 6. **ORDER 85-06032024** – Initiating Zoning Map amendment in the Gracelawn Road/Pit Area from General Business to Multi-Family Suburban. *Passage requires majority vote.*
- VII. Open Session - *Members of the public are invited to speak to the Council about any issue directly related to City business or any item that does not appear on the agenda*

VIII. Reports

- a. **Mayor's Report**
- b. **City Councilors' Reports**
- c. **City Manager Report**
- d. **March 2024 Finance Report** – Kelsey Earle, Finance Director
- e. **Student Representative Report**

- IX. Executive Session pursuant to Title 1 M.R.S.A. Section 405(6)(A) for a personnel matter. *Passage requires 3/5 majority vote to enter Executive Session.*

X. Adjournment



City of Auburn City Council Information Sheet

Council Workshop or Meeting Date: June 3, 2024

Subject: Executive Session

Information: Executive Session pursuant to 1 M.R.S.A. Section 405(6) (C) to discuss an economic development matter.

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

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

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

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

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

C. Discussion or consideration of the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development only if premature disclosures of the information would prejudice the competitive or bargaining position of the body or agency;

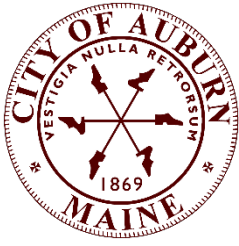
D. Discussion of labor contracts and proposals and meetings between a public agency and its negotiators. The parties must be named before the body or agency may go into executive session. Negotiations between the representatives of a public employer and public employees may be open to the public if both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

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

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

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

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



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: June 3, 2024

Author: Rita Beaudry, Grant Manager

Subject: American Rescue Plan Act (ARPA) Fund Update

Information:

In May 2021 and May 2022, the City of Auburn received two American Rescue Plan Act (ARPA) fund allocations for a total award of \$13,545,799.00. As of March 4, 2024, the City Council has appropriated a total of 50 individual projects. To date, we have expended \$7,328,640.17 and encumbered \$5,627,856.00 for total obligations of \$12,956,496.17. A balance of \$589,302.83 remains.

Per ARPA Final Rule, all funds must be obligated by December 31, 2024 and expended by December 31, 2026.

****Additionally, for the quarterly report due July 31, 2024, we will need to provide an “estimate” of how we will utilize all remaining funds.** Any unused funds will need to be returned.**

Currently, there are 12 projects where funds were not fully utilized and need to be reallocated. Balance needing reappropriation is \$589,302.83.

PROJECT	TITLE	BALANCE REMAINING
6	Lake Grove Municipal Beach	\$ 61,048.91
18	Planning & Permitting - SmartGov	\$ 55,445.02
20	Fire Truck	\$ 1,425.00
26	Property Tax Relief	\$ 6,722.58
27	Accessory Dwelling Unit Development	\$ 13.73
29	Downtown Curb Appeal	\$ 214,635.64
31	Neighborhood Corner Store	\$ 17,656.59
32	Heating Assistance	\$ 35,000.00
33	Engine 2 - Land Purchase	\$ 25,000.00
36	Auburn Commercial Agriculture Incentive Program	\$ 38,419.65
38	NSBA - HVAC/Exhaust	\$ 68,000.00
39	Third Space	\$ 65,935.71
TOTAL TO BE RE-ALLOCATED		\$ 589,302.83

City Budgetary Impacts: None.

Staff Recommended Action: Council to consider additional projects and reappropriate a total of \$589,302.83.

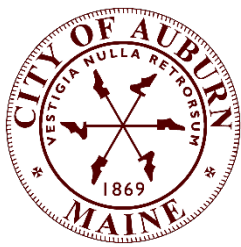
Previous Meetings and History: October 17, 2022, April 3, 2023

City Manager Comments:

I concur with the recommendation. Signature:



Attachments:



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: June 3, 2024

Author: Eric J. Cousens, Planning and Permitting Director and Jonthan LaBonte, Transportation Director

Subject: Riverwalk Trail Extension Overview

Information: This project would extend the Auburn Riverwalk from Bonney Park along the Little Androscoggin River to Washington Street. The corridor for the trail would be the former Lewiston and Auburn Railroad line that was recently donated to the City of Auburn by the railroad company. At a point just south of the Lower Barker Dam (upstream side), a bridge would connect the “rail trail” to the Barker Mill Trail in New Auburn.

City plans have recommended this connection be made for improved access to the city’s rivers, to links its neighborhoods to each other and to the downtown redevelopment efforts for decades. The City of Auburn has been awarded Congressionally directed funding in the amount of \$3.9 million to support the extension of the ADA Accessible Auburn Riverwalk along the Androscoggin & Little Androscoggin Rivers and to connect it to the Barker Mill Trail in New Auburn and to continue to Washington Street. Additional details and correspondence are attached. This workshop will provide an overview and discuss next steps for design and construction of the trail and bridge connection Over the Little Androscoggin River.

City Budgetary Impacts: 20% Match will be required.

Staff Recommended Action: Discussion, Questions and Feedback

Previous Meetings and History: See attached Information

City Manager Comments:

I concur with the recommendation. Signature:

Attachments: Summary

Riverwalk Extension along Little Androscoggin River/New Auburn Connections

Background:

This project would extend the Auburn Riverwalk from Bonney Park along the Androscoggin River west and then south along the Little Androscoggin River to Washington Street. The corridor for the trail would be the former Lewiston and Auburn Railroad line that was recently donated to the city of Auburn by the railroad company. At a point just south of the Lower Barker Dam (upstream side), a bridge would connect the “rail trail” to the Barker Mill Trail in New Auburn.

As noted in the plans section, for a quarter of a century, city plans have recommended this connection be made for improved access to the city’s rivers, to links its neighborhoods to each other and to the downtown redevelopment efforts. Federal involvement, through the National Park Service Rivers and Trails Conservation Assistance Program, has been a mainstay to supporting the community engagement in the planning efforts noted below.

Studies/Plans Supporting Project

- 1998 - Androscoggin Greenway Plan (City of Auburn, National Park Service, Androscoggin Land Trust)
- 2000 – Auburn Trails Feasibility Study (City of Auburn, Maine DOT, Rizzo Associates)
- 2010 – New Auburn Master Plan (City of Auburn, Planning Decisions)
- 2013 – Androscoggin River Greenway Plan (City of Auburn, National Park Service, Androscoggin Land Trust, Wright-Pierce)
- 2021 – FERC License Section 409/Recreation Plan for Lower Barker Dam
- 2022 – East Coast Greenway Recommended New Inland Route
- 2022 – Casco Bay Trail Alliance Trail Plan (Portland to Auburn to Brunswick proposal)
- 2022 – Maine Active Transportation Arterials Plan (Maine Trails Coalition)

Trail Cost Estimate (Main Street to Washington Street)

Nearly 5,000 feet of 8-foot-wide paved trail Riverwalk extension. Estimate includes all design and engineering costs, contingencies, etc.

Total Planning Level Estimate: \$2,000,000

Source – Estimate received from Woodard and Curran based on a planning level cost estimate provided to the Planning and Permitting Department

Bridge to Barker Mill Trail Cost Estimate (upstream of Lower Barker Mill Dam)

An approximately 12 foot wide, 200-foot-long bridge connecting the Rail Trail off Hutchins Street to the Barker Mill Trail off Mill Street - \$650,000

Installation estimate - \$250,000

Source – Estimate received from a pre-fabricated bridge designer and builder (with Maine PE stamped design) based on concept plans from 2000 Rizzo Associates Study

Project Summary for Funding Request

The Riverwalk Extension project has been recommended in several city plans over the years, including the Androscoggin Greenway Plan (1998), Auburn Trails Feasibility Study (2000), New Auburn Master Plan (2010), Androscoggin River Greenway Plan (2013), and the FERC License Section 409/Recreation Plan for Lower Barker Dam (2021). These plans recognize the importance of the project in improving access to the city's rivers and linking neighborhoods to each other and to downtown redevelopment efforts.

Moreover, the project has received support from federal and local organizations, including the National Park Service Rivers and Trails Conservation Assistance Program, Androscoggin Land Trust, Wright-Pierce, Maine DOT, Rizzo Associates, and the Maine Trails Coalition. This support highlights the significance of the project to the community and its potential to enhance the quality of life for residents and visitors alike.

One significant benefit of the project to taxpayers is its potential to promote active transportation, such as walking and biking, which can improve public health by reducing sedentary behavior and increasing physical activity. According to the Maine Trails Coalition, active transportation can also provide economic benefits by attracting tourism and encouraging investment in communities.

Additionally, the Riverwalk Extension project would provide increased opportunities for recreation and outdoor activities along the Androscoggin River and Little Androscoggin River, such as fishing, kayaking, and birdwatching. These activities can enhance the quality of life for residents and visitors, promote environmental stewardship, and create a sense of community.

Furthermore, the project would help to connect neighborhoods to each other and to downtown redevelopment efforts, promoting a more cohesive and accessible community. This can provide economic benefits by attracting new businesses and residents, improving property values, and promoting sustainable development.

In conclusion, the Riverwalk Extension project is a significant investment in the community that has the potential to provide numerous benefits to taxpayers, including improved access to recreational opportunities, promotion of active transportation, increased economic activity, and enhanced quality of life for residents and visitors alike. Its inclusion in several city plans, and the support of federal and local organizations demonstrates its importance to the community and its potential to create a more vibrant and sustainable city.

Support Letter Text

The City of Auburn is seeking Congressionally directed funding of \$3.9 million to support the extension of the ADA Accessible Auburn Riverwalk along the

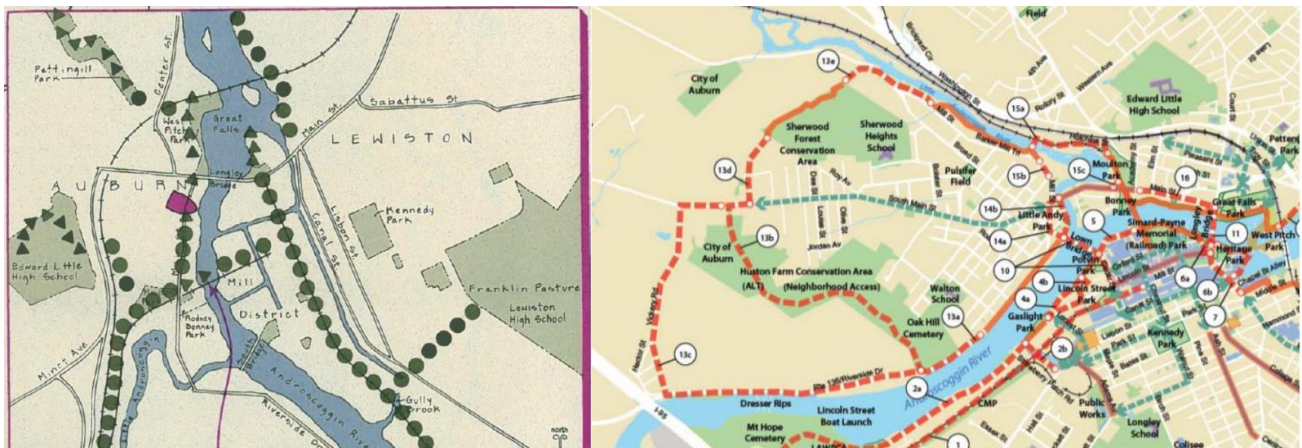
Androscoggin & Little Androscoggin Rivers and to connect it to the Barker Mill Trail in New Auburn and to continue to Washington Street. The project will utilize the former Lewiston and Auburn Railroad line, which was recently donated to the city by the railroad company, to create a three quarter-mile trail extending from Bonney Park to Washington Street.

For the past 25 years, city plans have called for this connection to be made to enhance access to the city's rivers and link its neighborhoods to each other and to downtown redevelopment efforts. Federal support has been instrumental in helping to engage the community and complete the planning process, with the National Park Service Rivers and Trails Conservation Assistance Program providing key assistance.

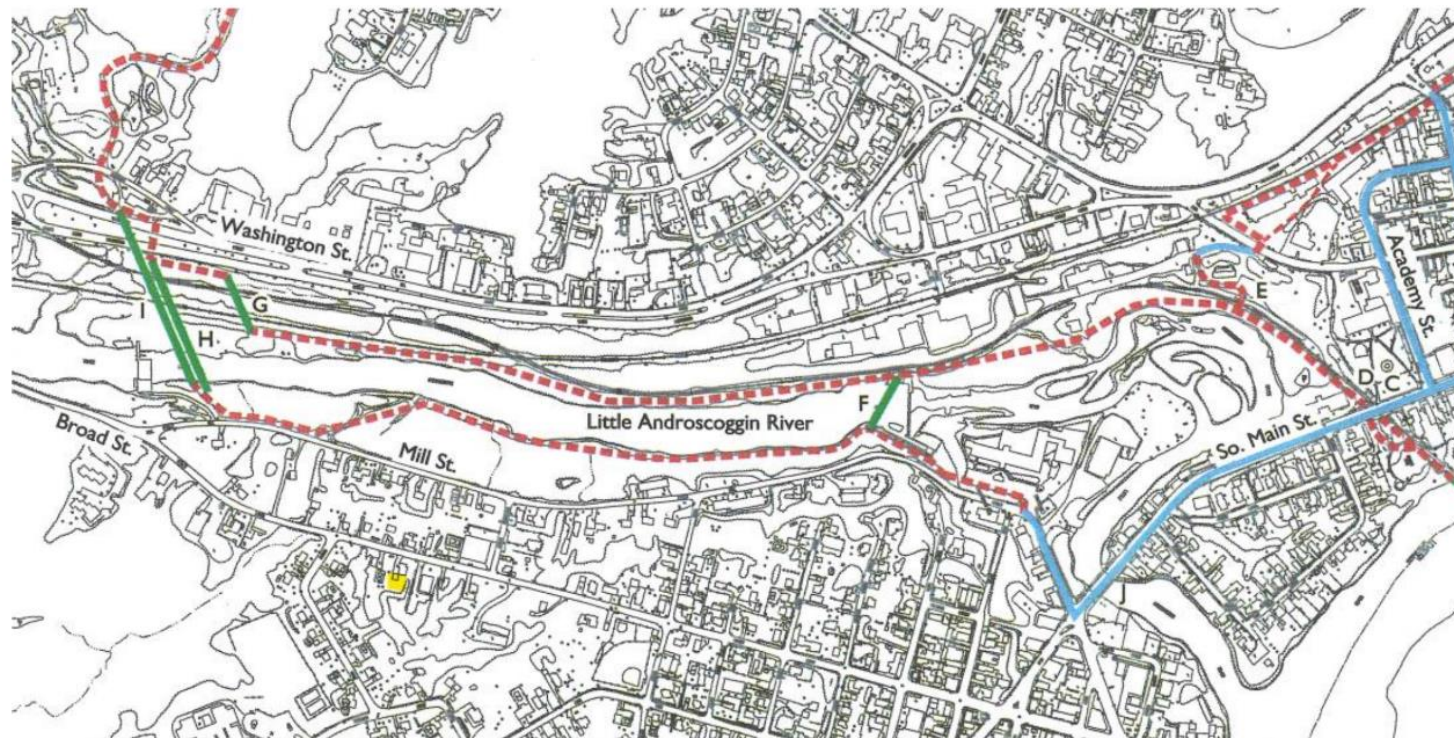
The project has the backing of multiple studies and plans, including the Androscoggin Greenway Plan, Auburn Trails Feasibility Study, New Auburn Master Plan, Androscoggin River Greenway Plan, and more. The estimated cost of the project, which includes design and engineering costs, contingencies, and installation expenses, is \$2 million for the Riverwalk extension and \$1,900,000 for the two bridges connecting the Rail Trail to the Barker Mill Trail and back to the Auburn Riverwalk.

This project has the potential to transform the Little Androscoggin River and New Auburn areas, creating new recreational opportunities and spurring economic growth. It will also improve transportation connectivity and provide numerous health benefits to residents and visitors. We strongly urge Congress to support this project and help make this vision a reality.

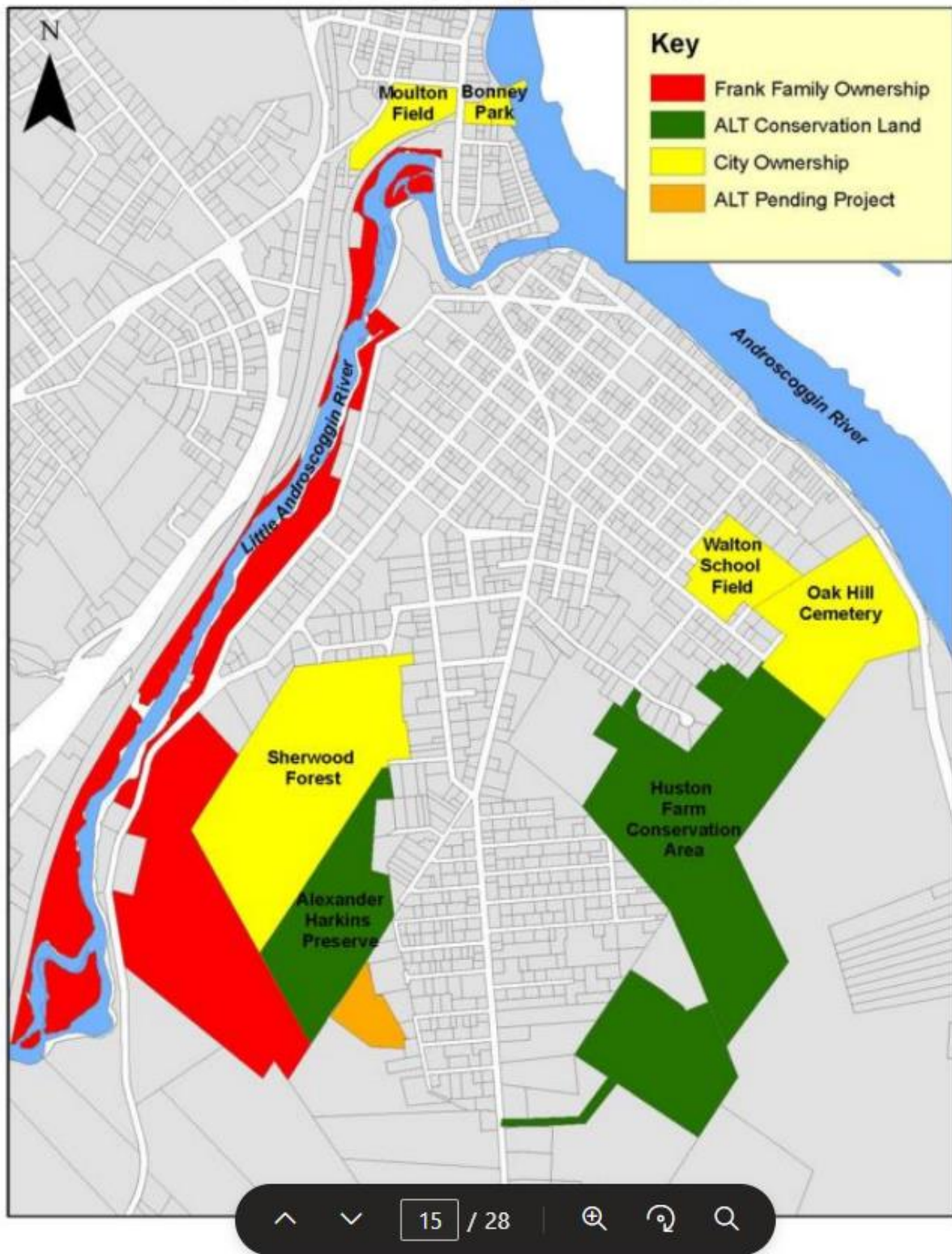
Previous Plans/Maps

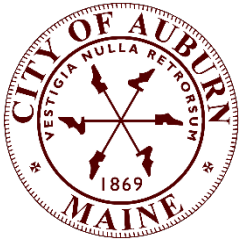


LARC Right-of-way Washington St to Barker Trail/Riverwalk



New Auburn Open Space Corridors





**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: June 3, 2024

Order: 78 through 81-06032024*

Author: Emily F. Carrington, City Clerk

Subject: Appointing members to the Age Friendly Community Committee

Information: On May 23, the Appointment Committee met to consider applications received for four vacancies on the Age Friendly Community Committee for terms expiring on June 1st, 2024. All four current committee members submitted applications and no other applications were received. The Appointment Committee voted to nominate all four members for new three year terms.

Orders 78 through 81 request the appointment of Donna Wallace, Lawrence Pelletier, Dana Morrell and Cynthia Larrabee to the City of Auburn's Age Friendly Community Committee for terms expiring 6/1/2027.

City Budgetary Impacts: N/A

Staff Recommended Action: Appointment of the nominated members to the Age Friendly Community Committee.

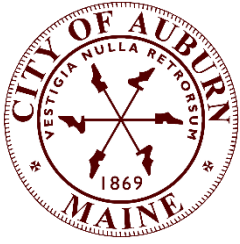
Previous Meetings and History: N/A

City Manager Comments:

I concur with the recommendation. Signature:



Attachments: Draft minutes from the 5/23/24 Appointment Committee, applications of those nominated, order



Appointment Committee Meeting Minutes
Tuesday, May 23, 2024
4:00 P.M.
Auburn Hall – Conference Room 204

Present: Councilors Adam Platz, Belinda Gerry, Richard Whiting, and City Clerk, Emily Carrington

The meeting was called to order at 4:00 PM.

Motion was made by Councilor Gerry, seconded by Councilor Whiting to appoint Councilor Platz to Chair the meeting. Passage 3-0.

1. Acceptance of Minutes – April 23, 2024, Appointment Committee Meeting

Motion was made by Councilor Whiting, seconded by Councilor Gerry to approve the April 23, 2024, Appointment Committee minutes. Passage 3-0.

2. Open Session – No one from the public was present.

3. Review of Applications and Nominations

Motion was made by Councilor Gerry, seconded by Councilor Whiting to enter Executive Session, pursuant to 1 M.R.S.A. §405(6)(A). Passage 3-0, time in 4:03pm.

Councilor Platz declared the Appointment Committee out of Executive Session at 4:05pm.

Motion was made by Councilor Whiting, seconded by Councilor Gerry to nominate Lawrence Pelletier to serve on the Age Friendly Community Committee with a term expiration of 6/1/2027. Passage 3-0.

Motion was made by Councilor Gerry, seconded by Councilor Whiting to nominate Cynthia Larrabee to serve on the Age Friendly Community Committee with a term expiration of 6/1/2027. Passage 3-0.

Motion was made by Councilor Whiting, seconded by Councilor Gerry to nominate Dana Morrell to serve on the Age Friendly Community Committee with a term expiration of 6/1/2027. Passage 3-0.

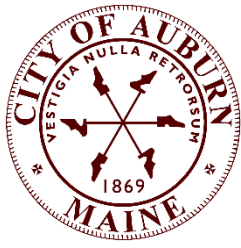
Motion was made by Councilor Platz, seconded by Councilor Whiting to nominate Donna Wallace to serve on the Age Friendly Community Committee with a term expiration of 6/1/2027. Passage 3-0.

4. Adjournment

Motion was made by Councilor Gerry and seconded by Councilor Whiting to adjourn. Passage 3-0. The meeting adjourned at 4:10pm.

Respectfully submitted,

Emily Carrington, City Clerk



Appointment Committee Meeting Agenda

Thursday, May 23, 2024

4:00 P.M.

Auburn Hall – Community Room

1. Appointing a Committee Chair
2. Acceptance of Minutes of the 04/23/2024 Meeting
3. Open Session
4. Review of Applications and Nominations - *The Committee may enter into Executive Session to discuss applications, pursuant to 1 M.R.S.A. §405(6)(A).*
5. Other Business
6. Adjournment

Upcoming Term Endings - Expiring June 1, 2024*Advertised on the City's website on May 7, 2024 with a deadline to submit applications by May 22.*

Age Friendly Community Committee	Ordinance	3 Years	Cynthia	Larrabee	6/1/2024	<i>Seeking reappointment</i>
Age Friendly Community Committee	Ordinance	3 Years	Dana	Morrell	6/1/2024	<i>Seeking reappointment</i>
Age Friendly Community Committee	Ordinance	3 Years	Larry	Pelletier	6/1/2024	<i>Seeking reappointment</i>
Age Friendly Community Committee	Ordinance	3 Years	Donna	Wallace	6/1/2024	<i>Seeking reappointment</i>

Current Vacancies*Advertised on the City's website since April 2024.*

Zoning Board of Appeals	Title 30-A Section 4353/City Chapter 60 60-1130	Statute/Ordinance	3 Years*	Member			* 3 Term limit
Zoning Board of Appeals	Title 30-A Section 4353/City Chapter 60 60-1130	Statute/Ordinance	3 Years*	Associate			* 3 Term limit
Zoning Board of Appeals	Title 30-A Section 4353/City Chapter 60 60-1130	Statute/Ordinance	3 Years*	Associate			* 3 Term limit
Board of Assessment Review	Code 2-430/Title 30-A 2526 (6)	Statute/Ordinance	5 years	Alternate			
Board of Assessment Review	Code 2-430/Title 30-A 2526 (6)	Statute/Ordinance	5 years	Alternate			
Board of Assessment Review	Code 2-430/Title 30-A 2526 (6)	Statute/Ordinance	5 years	Alternate			

From: donotreply@auburnmaine.gov
To: [Emily Carrington](#)
Subject: [External]A New Form Has Been Submitted - Board/Committee Application
Date: Wednesday, May 8, 2024 6:23:16 AM

[You don't often get email from donotreply@auburnmaine.gov. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

The following form has been submitted by an end-user of the website: Board/Committee Application

First Name: Cynthia

Middle Initial:

Last Name: Larrabee

Residence Address: 11 West Chestnut St.

Ward: I am not an Auburn resident

City: Mechanic Falls

Home Phone: 2072405983

Cell Phone: 207-240-5983

E-mail Address: calarrabee2009@yahoo.com

Current Occupation: retired

Previous Occupation (if retired or no longer working): teacher

Education and/or experience: BS degree

Please check which board or committee you are interested in serving on. We require individual applications for each board or committee (if you wish to serve on more than one).: Age-Friendly Community Committee

OTHER (Ad-Hoc Committees not on the list above)::

This application is for a... (choose one): Reappointment

Briefly describe why you want to serve on a board/committee (1,000 character limit): I have been on this committee since the beginning and feel the work they do is very important to the community

What do you hope to accomplish?: Plan activities such as the meals we serve at Thanksgiving and other times throughout the year. Help the city do more for the aging population.

Are you presently serving on a City or Community Board or Committee? If so, which one(s)?: Age friendly

Have you previously served on a City or Community Board or Committee? If so, which one(s)?: senior centerMechanic Falls

Dates served (if known):

How did you learn of this vacancy?:

I certify that this information is true to the best of my knowledge and agree to the terms and conditions set forth above. By typing your full name below, you are "signing" this electronic application.: Cynthia Larrabee

Date of Electronic Signature: 5/08/24

[External]A New Form Has Been Submitted - Board/Committee Application

donotreply@auburnmaine.gov <donotreply@auburnmaine.gov>

Tue 5/7/2024 2:48 PM

To: Susan Clements-Dallaire <sdallaire@auburnmaine.gov>

The following form has been submitted by an end-user of the website: Board/Committee Application

First Name: Dana

Middle Initial: M

Last Name: Morrell

Residence Address: 8 Falcon Road

Ward: I am not an Auburn resident

City: Lewiston

Home Phone: 2075133740

Cell Phone: 207-312-2619

E-mail Address: dmorrell@seniorsplus.org

Current Occupation: Community Service Supervisor at SeniorsPlus

Previous Occupation (if retired or no longer working):

Education and/or experience: BA. Have worked at SeniorsPlus doing social work for 27 years

Please check which board or committee you are interested in serving on. We require individual applications for each board or committee (if you wish to serve on more than one):: Age-Friendly Community Committee

OTHER (Ad-Hoc Committees not on the list above)::

This application is for a... (choose one): Reappointment

Briefly describe why you want to serve on a board/committee (1,000 character limit): I have a passion for helping older adults. I want to help them be safe, engaged, and involved in their communities to help foster independence.

What do you hope to accomplish?: Having engaged, knowledgeable individuals that are able to advocate for themselves and their needs.

Are you presently serving on a City or Community Board or Committee? If so, which one(s)?: The Auburn Age Friendly Committee

Have you previously served on a City or Community Board or Committee? If so, which one(s)?: same

Dates served (if known): Since 2021

How did you learn of this vacancy?: was e-mailed by Emily Carrington that my term was expiring.

I certify that this information is true to the best of my knowledge and agree to the terms and conditions set forth above. By typing your full name below, you are "signing" this electronic application.: Dana M Morrell, LSW

Date of Electronic Signature: 5/7/2024

From: [Susan Clements-Dallaire](#)
To: [Emily Carrington](#)
Subject: Fw: [External]A New Form Has Been Submitted - Board/Committee Application
Date: Wednesday, May 8, 2024 12:12:22 PM

From: donotreply@auburnmaine.gov <donotreply@auburnmaine.gov>
Sent: Tuesday, May 7, 2024 1:21 PM
To: Susan Clements-Dallaire <sdallaire@auburnmaine.gov>
Subject: [External]A New Form Has Been Submitted - Board/Committee Application

The following form has been submitted by an end-user of the website: Board/Committee Application

First Name: Donna

Middle Initial:

Last Name: Wallace

Residence Address: 108 Jackson Hill Road

Ward: I am not an Auburn resident

City: Minot

Home Phone: 3026900553

Cell Phone: 3026900553

E-mail Address: dwallace@auburnpubliclibrary.org

Current Occupation: Librarian

Previous Occupation (if retired or no longer working):

Education and/or experience: 23 years library experience

Please check which board or committee you are interested in serving on. We require individual applications for each board or committee (if you wish to serve on more than one): Age-Friendly Community Committee

OTHER (Ad-Hoc Committees not on the list above)::

This application is for a... (choose one): Reappointment

Briefly describe why you want to serve on a board/committee (1,000 character limit): I started working as Adult Services Manager at the Auburn Public Library in 2020. Much of the work that I do at APL is with the seniors in our community. Working on behalf of the Age Friendly Committee allows me to be an important advocate for the seniors in our community and on behalf of the Auburn Public Library.

What do you hope to accomplish?: Continuing the strong relationship between APL and the Auburn Senior Community Center.

Are you presently serving on a City or Community Board or Committee? If so, which one(s)?: Yes, Auburn Age-Friendly Community Committee

Have you previously served on a City or Community Board or Committee? If so, which one(s)?: No.

Dates served (if known): 2021 to present

How did you learn of this vacancy?:

I certify that this information is true to the best of my knowledge and agree to the terms and conditions set forth above. By typing your full name below, you are "signing" this electronic application.: Donna Wallace

Date of Electronic Signature: 5/7/2024



CITY OF AUBURN BOARD & COMMITTEE APPOINTMENT APPLICATION

Please complete this application for consideration to serve on a board or committee of the City of Auburn. Submission of an application does not imply or guarantee an appointment to any board or committee. The City reserves the right to appoint board and committee members as vacancies arise and to perform background checks or any other necessary investigations on applicants. Incomplete applications and those which list more than one committee will not be considered.

Date: 5/14/24
Last name: PELLETIER First name: LAWRENCE Middle initial: B
Residence address: 129 Second Street Ward: 5
City: Auburn State: ME Zip code: 04210
Home phone: _____ Work phone: _____ Cell phone: 207-319-3018
Email address: concernedcitizen129@gmail.com
Current occupation: Retired
Previous occupation (if retired or no longer working): Store Mgr. @ Maine Dry, Auburn
Educational and/or experience (or attach your resume): High School Graduate

Please check which Board or Committee you are interested in serving on. Individual applications are required if you wish to apply for more than one Board or Committee.

- | | |
|--|--|
| <input type="checkbox"/> 9-1-1 Committee | <input type="checkbox"/> Complete Streets Committee |
| <input checked="" type="checkbox"/> Age Friendly Committee | <input type="checkbox"/> Ethics Panel |
| <input type="checkbox"/> Agriculture Committee | <input type="checkbox"/> L/A Transit Committee |
| <input type="checkbox"/> Airport Board | <input type="checkbox"/> Parks & Recreation Advisory Board |
| <input type="checkbox"/> Auburn Housing Authority | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> Regulatory Advisory Board |
| <input type="checkbox"/> Cable TV Advisory Board | <input type="checkbox"/> Sewer District |
| <input type="checkbox"/> CDBG Loan Committee | <input type="checkbox"/> Water District |
| <input type="checkbox"/> Citizen's Advisory Committee | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Community Forest Board | |
| <input type="checkbox"/> Conservation Commission | |

Is this application for a ___ new appointment or ✓ reappointment or ___ desire to move from an alternate/associate to full member?

Briefly describe why you want to serve on this committee (please limit to 150 words or less. Please attach additional sheet if needed)

Have been serving on this committee since its inception and enjoy serving our senior population

What do you hope to accomplish (please limit to 150 words or less. Please attach additional sheet if needed).

Continue service the residents of Auburn and the bordering communities & continue working with our Age Friendly Committee with the many events our committee put on i.e. meals a Xmas, Thanksgiving, New Years Day etc.

Are you presently serving on a City or Community Board or Committee? If so, which one(s)?

Age Friendly

Dates served (if known)?

Since its inception

Have you previously served on a City or Community Board or Committee? If so, which one(s)?

School Committee 2008-2014

Dates served (if known)?

How did you learn of this vacancy?

NA

The City Council strives to promote membership and by practice will attempt to limit the number of boards or committees any one person will serve. The city Council also strives to maintain balance of ward distribution on all boards, commissions, or committees.

Thank you for your interest and willingness to serve our community. The giving of your time is commendable and appreciated. Without people like you coming forward, our community would not be as strong, as vibrant, or as great as it is. On behalf of all of us at the City of Auburn, we hope your volunteer experience is rewarding and we thank you for being an outstanding citizen!

I certify that this information is true to the best of my knowledge and agree to the terms and conditions set forth above.

Signature: Barry Pelletier Date: 5/14/24

Please submit your application to;
Susan Clements-Dallaire, City Clerk
60 Court Street, Auburn, ME 04210

207-333-6601, extension 1126 sdallaire@auburnmaine.gov

FOR OFFICE USE ONLY

DATE APPLICATION RECEIVED: 5/14/24
APPOINTMENT DATE: _____
TERM EXPIRATION DATE: _____
OATH DATE: _____



ORDER 78-06032024

City Council Order

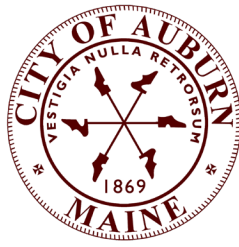
IN CITY COUNCIL

ORDERED, that Donna Wallace be and hereby is appointed to serve on the Age Friendly Community Committee for a term that expires 6/1/2027, as recommended by the Appointment Committee.

Richard S. Whiting, Ward One
Benjamin J. Weisner, Ward Four
Belinda A. Gerry, At Large

Timothy M. Cowan, Ward Two
Leroy G. Walker, Sr., Ward Five
Jeffrey D. Harmon, Mayor

Stephen G. Milks, Ward Three
Adam R. Platz, At Large
Phillip L. Crowell, Jr., City Manager



ORDER 79-06032024

City Council Order

IN CITY COUNCIL

ORDERED, that Lawrence Pelletier be and hereby is appointed to serve on the Age Friendly Community Committee for a term that expires 6/1/2027, as recommended by the Appointment Committee.

Richard S. Whiting, Ward One
Benjamin J. Weisner, Ward Four
Belinda A. Gerry, At Large

Timothy M. Cowan, Ward Two
Leroy G. Walker, Sr., Ward Five
Jeffrey D. Harmon, Mayor

Stephen G. Milks, Ward Three
Adam R. Platz, At Large
Phillip L. Crowell, Jr., City Manager



ORDER 80-06032024

City Council Order

IN CITY COUNCIL

ORDERED, that Dana Morrell be and hereby is appointed to serve on the Age Friendly Community Committee for a term that expires 6/1/2027, as recommended by the Appointment Committee.

Richard S. Whiting, Ward One
Benjamin J. Weisner, Ward Four
Belinda A. Gerry, At Large

Timothy M. Cowan, Ward Two
Leroy G. Walker, Sr., Ward Five
Jeffrey D. Harmon, Mayor

Stephen G. Milks, Ward Three
Adam R. Platz, At Large
Phillip L. Crowell, Jr., City Manager



ORDER 81-06032024

City Council Order

IN CITY COUNCIL

ORDERED, that Cynthia Larrabee be and hereby is appointed to serve on the Age Friendly Community Committee for a term that expires 6/1/2027, as recommended by the Appointment Committee.

Richard S. Whiting, Ward One
Benjamin J. Weisner, Ward Four
Belinda A. Gerry, At Large

Timothy M. Cowan, Ward Two
Leroy G. Walker, Sr., Ward Five
Jeffrey D. Harmon, Mayor

Stephen G. Milks, Ward Three
Adam R. Platz, At Large
Phillip L. Crowell, Jr., City Manager

5:30 P.M. City Council Workshop

- A. FY25 Capital Improvement Plan (CIP)
- B. Amending "Appendix A Fees and Charges" regarding reimbursements, refunds & waivers
- C. Executive Session – Pursuant to Title 1 M.R.S.A. Section 405(6)(D) regarding School Maintenance Union contract. *Passage requires 3/5 majority vote to enter executive session.* Moved to enter executive session by Councilor Platz, seconded by Councilor Milks. Motion passed 7-0. Entered Executive Session at 6:30PM. Council came out of Executive Session at 6:45pm.

7:00 P.M. City Council Meeting

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

I. Consent Items

None.

- II. Minutes** – Accepting the May 6, 2024 Regular Council Meeting minutes. Moved for passage by Councilor Walker, seconded by Councilor Platz. Motion passed 7-0.

III. Communications, Presentations and Recognitions

- City Clerk administered the Oath of Office to City Council Student Representative Anaya Egge
- Mayor Harmon read the PrMaine Arbor Week Dave Griswald of the Forestry Committee spoke on this item.
- Communication - Funding Request (Day One) - The Mayor noted if any Councilor would like to support this funding request, an amendment would need to be made to the budget resolve item later on the agenda.

- IV. Open Session** – *Members of the public are invited to speak to the Council about any issue directly related to City business or any item that does not appear on the agenda.*

None.

V. Unfinished Business

1. **Ordinance 09-05062024** -- Amending Chapter 60, Article IV, Division 12 General Business District be amended by including "manufacture, compounding and assembling of articles using Maine derived forest products, agricultural products, or other natural resource inputs" as a Special Exception use with a condition that the site must be located within the Maine Forest Bioproducts Advanced Manufacturing Tech Hub Overlay District. *Passed public hearing/first reading on May 6, 2024. Second reading and final passage. ROLL CALL VOTE. Passage requires majority vote.*

Moved for passage by Councilor Walker, seconded by Councilor Whiting. No comment from public. Motion passed 7-0 on a roll call vote.

2. **Ordinance 10-05062024** - Creating the Maine Bioproducts Advanced Manufacturing Tech Hub Overlay District Map. *Passed public hearing/first reading on May 6, 2024. Second reading and final passage. ROLL CALL VOTE. Passage requires majority vote.*

Moved for passage by Councilor Walker, seconded by Councilor Gerry. No public comment.

Motion passed 7-0 on a roll call vote.

3. **Resolve 04-05062024** - Adopting the Appropriations Resolve for Fiscal Year 2025. Passed public hearing and first reading on May 6, 2024. *Second reading and final passage. Passage requires an affirmative vote of 5 Councilors.*

Moved for passage by Councilor Walker, seconded by Councilor Milks.

No public comment.

Councilor Gerry spoke in opposition to the budget.

Motion passed 5-2 (Gerry, Weisner opposed).

VI. New Business

1. **Order 74-05202024** - Adopting the annual CDBG/HOME Consortium Action Plan. *Public hearing. Passage requires majority vote.*

Motion for passage by Councilor Cowan, seconded by Councilor Walker.

There was no comment from the public.

Motion passed 7-0.

2. **Order 75-05202024** – Adopting the revised CDBG-CV Budget. *Public hearing. Passage requires majority vote.*

Motion for passage by Councilor Walker, seconded by Councilor Platz.

There was no comment from the public.

Motion passed 7-0.

3. **Order 76-05202024** – Authorizing the City Clerk to waive the \$60 Temporary Food Service fee for Phoenix No Limits Karate for a fundraising event to be held on June 08, 2024. *Passage requires majority vote.*

Motion for passage by Councilor Gerry, seconded by Councilor Walker. No public comment.

Councilor Platz requested proof of registered non-profit status to be included in future waiver requests. Motion passed 7-0.

4. **Order 77-05202024** – Authorizing the City Clerk to waive the \$200 business license fee for Auburn Suburban Baseball and Softball. *Passage requires majority vote.*

Motion for passage by Councilor Gerry, seconded by Councilor Walker. No public comment.

Motion passed 7-0.

5. **Resolve 05-05202024** - Approving the Auburn Water District bond request in the amount of \$626,939 to be used for the purchase of a Vactor Truck. *Passage requires majority vote.*
Motion for passage by Councilor Walker, seconded by Councilor Milks. No comment from the public. Councilor Platz clarified this was a separate item from the CIP Vactor Truck request from Public Works.
Motion passed 7-0.

- VII. **Open Session** - *Members of the public are invited to speak to the Council about any issue directly related to City business or any item that does not appear on the agenda*
None.

VIII. **Reports**

a. **Mayor's Report**

Mayor Harmon represented Auburn at the Auburn Business Association annual meeting – Bob Brainerd was recognized as Citizen of the Year. Recognized businesses opening in the City. Attended Community Day in partnership with Public Works with Lewiston, welcomed members of the community who attended that event. Recognized the success of LobsterFest. Recognized Cynthia McFadden on her retirement. The Water District Board of Trustees meeting will be held this week.

b. **City Councilors' Reports**

Councilor Gerry thanked the City Manager for his response on staffing over the last 10 years. Councilor Whiting recognized Lief Walker as valedictorian of ELHS. Councilor Cowan spoke on public safety and substance abuse; there has been a 16% decrease in the number of deaths. Noted the next meeting of the homelessness committee. Councilor Milks stated an Auburn Sewer District trustee meeting will occur on Tuesday at 4pm. Councilor Walker thanked CDBG for a successful clothing give away event. Over 125 people showed up, over 3,000 pieces of clothing were given away. Thank you to the Senior Age Friendly Committee and Edward Little seniors for help. This event will also be held in the fall. Mentioned a few public meetings occurring in the community. Councilor Platz congratulated Anaya Egge; informed Council of the School Committee's recent actions including vacating the lease at 1830 Lisbon St (previously the Sheriff's Center which is now a non-profit) and filing 7 \$5,000 applications for DOE Construction Applications to assist in rehab of physical buildings and assets of the school department. The Mayor commented if this is in conjunction with another project; Councilor Platz would follow up. The Conservation Working group will be meeting this week.

c. **City Manager Report**

Welcomed Anaya Egge and spoke on the role of the Student Representatives. Recognized National Public Works week. On June 2, there will be a dedication of the ballfields at Pettengill Park.

d. **February 2024 Finance Report** – Kelsey Earle, Finance Director

The Finance Director spoke that there are no concerns; permitting revenues has a positive revenue year to date. There was a notable decrease in utilities due to the changes from the Energy and Facilities department.

IX. Executive Session

None.

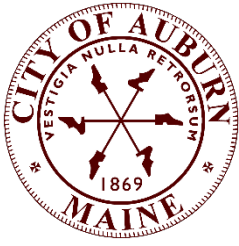
X. Adjournment

Motion to adjourn at 7:50pm. Motion made by Councilor Platz, seconded by Milks.

Motion passed 7-0. *Council re-entered Workshop to complete CIP item on Public Works and Engineering.*

A true copy attest

Emily Carrington, City Clerk



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: June 3, 2024

Order: 82-06032024

Author: Kelsey Earle, Finance Director

Subject: FY25 CIP First Reading

Information: First reading of the revised FY25 Capital Improvement Plan (CIP). Changes were made at the May 20th, 2024, workshop to add \$3million for Merrow Road project. Second reading/public hearing and final action scheduled for the June 17th, 2024, meeting.

City Budgetary Impacts: None at this time.

Staff Recommended Action: Review the proposed FY25 CIP plan/projects.

Previous Meetings and History: The 5 Year CIP Plan was discussed at several workshops and adopted at the 4/1/2024 Council meeting. Final review was conducted at the 5/20/2024 workshop.

City Manager Comments:

I concur with the recommendation. Signature:



Attachments:

FY25 CIP plan with 5/20/2024 revision, public hearing notice, order

**CAPITAL IMPROVEMENT PLAN
FY 25 BONDS**

Description	Total
Airport Annual Pavement Management Program	\$ 150,000
Airport Congressionally Directed Spending (CDS) Hangar Project	\$ 68,750
Clerk Record Restoration	\$ 100,000
Fire Engine 2 Reconditioning	\$ 250,000
IT Security Camera Project	\$ 90,000
LA 911 Server Infrastructure Replacement	\$ 150,000
Planning & Permitting Dangerous Buildings and Junkyard Cleanups	\$ 150,000
Planning & Permitting Comprehensive Plan Program	\$ 220,000
Police Mobile Data Terminal Replacement	\$ 135,000
Engineering Merrow Road Reconstruction	\$ 3,000,000
Engineering Whitman Spring Repair	\$ 150,000
Engineering Reconstruction	\$ 1,800,000
Engineering Reclamation	\$ 1,500,000
Engineering Major Drainage	\$ 500,000
Engineering MDOT Match	\$ 1,500,000
Engineering Resurfacing	\$ 1,600,000
Engineering Pavement/Retaining Wall Assessment	\$ 125,000
Engineering Sidewalk Repairs	\$ 100,000
Engineering Downtown Parking and Walkability-Grant Match	\$ 400,000
Facilities & Energy Auburn Hall Boiler/Mechanical Upgrades	\$ 550,000
Facilities & Energy Engine 2 Station Reconstruction	\$ 2,000,000
Facilities & Energy Public Library Building Envelope, Repairs & Design Cost Analysis	\$ 75,000
Facilities & Energy Public Library Boilers Replacement	\$ 575,000
Public Works Replace Vactor Truck	\$ 590,000
Public Works Replace Boom Lift School and Public Works	\$ 77,000
Public Works Annual Park & Walkway Light Replacement	\$ 100,000
Public Works Replace 7yd plow truck (plowing/sanding and roadway maintenance)	\$ 325,000
Public Works Recreation Mini Bus replacement/upgrade	\$ 110,000
Transportation Traffic Calming & Pedestrian Safety	\$ 175,000
Transportation LATC Bus Replacement	\$ 50,000
TOTAL BOND CIP	\$ 16,615,750

FY 25 Other Funds

Description	Funds	Total
Airport Fire Fighting Foam Trailer (Mobile)	Grant	\$ 32,500
Finance Revaluation	Special Financing	\$ 400,000
Fire Apparatus Replacement- Engine 5	Special Financing	\$ 1,100,000
Fire Fire Hose Replacement	Operating	\$ 40,000
EMS Ambulance Replacement	Grant	\$ 50,000
EMS Stretcher Replacement	EMS Reserve	\$ 32,000
Police 10 Pole Mounted Radar Signs	Operating	\$ 38,000
Facilities & Energy Tot Lot Roof Replacement	Operating	\$ 25,000
Public Works Replace Car 93	Operating	\$ 50,000
Public Works Police Vehicle Replacement	Operating	\$ 234,000
Public Works Battalion Chief Command Vehicle Replacement	Operating	\$ 80,000
TOTAL OTHER CIP		\$ 2,081,500
TOTAL FY 25 CAPITAL IMPROVEMENT PLAN		\$ 18,697,250

**CITY OF AUBURN
NOTICE OF PUBLIC HEARING**

On Monday, June 3, 2024, the Auburn City Council gave first reading on a proposed order authorizing the City's general obligation bonds in the principal amount not to exceed **\$16,615,750** to finance the City's FY25 Capital Improvement Program (subject to change as described below). Pursuant to Section 8.13 of the City Charter, notice is hereby given that the City Council will hold a public hearing and second reading on the order on **Monday, June 17, 2024, at 7:00 p.m.** in the Council Chambers, Auburn Hall, 60 Court Street. A copy of the order is available for inspection on the City's website: **auburnmaine.gov/pages/government/budget-fy25**.

At or following said public hearing or second reading, and prior to final City Council action, the City Council may add, remove or otherwise revise the list of projects and may increase the foregoing amount of bonds by up to 10%. The City Council expects to take final action on the order following second reading at the said June 17, 2024 meeting.

Members of the public attend the meeting in person and offer public comment during the meeting. Comments may also be submitted via email sent to: comments@auburnmaine.gov. Any submitted comments will be included in the meeting minutes.

The meeting will also be broadcast on Great Falls TV (cable channel 1302) and on the City of Auburn YouTube channel.

MAINE TRUST

— for Local News —

Order Confirmation

Jill Eastman
Auburn, City Of
Finance Dept.
60 Court St., Suite 411
Auburn, ME 04210
(207) 333-6600
ap@auburnmaine.gov

Thank you for placing your advertisement.

Your order information is below. This is not a bill.

Thank you!

Bruce Marquis

Ad Information : CITY OF AUBURN NOTICE OF PUBLIC HEARING On Monday, June 3, 2
Planning Notes :

Order Number	0499503	Order Price	\$123.68
Sales Rep.	Bruce Marquis	PO No.	ecarrington@auburnmaine.gov
Account	S38471	Payment Type	Invoice
Publication	Sun Journal	Number of dates	1
First Run Date	05/28/2024	Last Run Date	05/28/2024
Section	Legal	Classification	Legal
Size	x1	Color	Black & White
Publication	Online Upsell SUN	Number of dates	1
First Run Date	05/28/2024	Last Run Date	05/28/2024
Type	Impressions	Count	1,000
Size	Not Applicable	Color	

**CITY OF AUBURN
NOTICE OF PUBLIC HEARING**

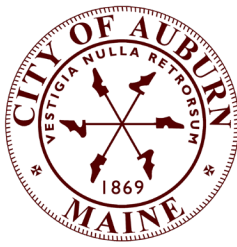
On Monday, June 3, 2024, the Auburn City Council gave first reading on a proposed order authorizing the City's general obligation bonds in the principal amount not to exceed \$16,615,750 to finance the City's FY25 Capital Improvement Program (subject to change as described below). Pursuant to Section 8.13 of the City Charter, notice is hereby given that the City Council will hold a public hearing and second reading on the order on Monday, June 17, 2024, at 7:00 p.m. in the Council Chambers, Auburn Hall, 60 Court Street. A copy of the order is available for inspection on the City's website: auburnmaine.gov/pages/government/budget-fy25.

At or following said public hearing or second reading, and prior to final City Council action, the City Council may add, remove or otherwise revise the list of projects and may increase the foregoing amount of bonds by up to 10%. The City Council expects to take final action on the order following second reading at the said June 17, 2024 meeting.

Members of the public attend the meeting in person and offer public comment during the meeting. Comments may also be submitted via email sent to: comments@auburnmaine.gov. Any submitted comments will be included in the meeting minutes.

The meeting will also be broadcast on Great Falls TV (cable channel 1302) and on the City of Auburn YouTube channel.

Published: Sun Journal, 5/28/2024



ORDER 82- 06032024

City Council Order

IN CITY COUNCIL

ORDER - AUTHORIZING ISSUANCE OF GENERAL OBLIGATION BONDS AND A TAX LEVY THEREFOR

Following a public hearing duly called and held as required by Article 8, Section 8.13 of the City Charter, **by the Auburn City Council BE IT ORDERED:**

THAT, pursuant to Title 30-A, §5772 of the Maine Revised Statutes, as amended, the City Charter, as amended, and all other authority thereto enabling, there is hereby authorized the issue and sale of the City's general obligation bonds (the "Bonds") and notes in anticipation thereof (the "Notes"), in the principal amount not to exceed \$16,615,750, the proceeds of which, including original issue premium, if any, and investment earnings thereon, are hereby appropriated to finance the capital equipment and capital improvements listed in Schedule 1 hereto (including costs of issuance for the Bonds)(the "Projects"), all constituting a part of the City's FY25 Capital Improvement Program.

THAT the Bonds and Notes shall be signed by the manual or facsimile signatures of the City's Finance Director and its Treasurer (provided that at least one of such signatures shall be a manual signature), attested by the City Clerk under the seal of the City.

THAT the Finance Director is hereby authorized, in the name of and on behalf of the City, to establish, determine and approve the time of the sale, award and settlement of the Bonds and Notes, which may be issued at one time, or from time to time, through a public offering or a private placement, on a competitive or negotiated basis, in serial form or as term bonds, or some combination of any of the foregoing, such establishment, determination and approval to be conclusively evidenced by the execution thereof.

THAT the Finance Director is hereby authorized, in the name of and on behalf of the City, to establish, determine and approve the date, form, denominations, interest rates, maturities (not to exceed the maximum term authorized by law), provisions for early redemption, and all other details of such Bonds and Notes, such establishment, determination and approval to be conclusively evidenced by the execution thereof.

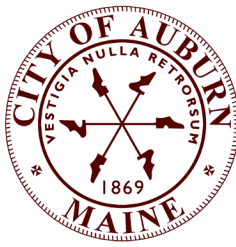
THAT to the extent not payable from other funds, each year that any of the Bonds remain outstanding, the City shall levy a tax in an amount sufficient to pay the annual installment of principal and the annual interest on such Bonds.

THAT the Finance Director is hereby authorized, in the name of and on behalf of the City, to do or cause to be done all such acts and things necessary and expedient in respect in connection with the financing of the Projects and the issuance the Bonds and Notes, and the investment of the proceeds thereof, including to select a financial advisor, underwriter, or paying agent/registrar with respects to the Bonds and Notes, and to execute, deliver and approve all agreements, investment agreements, bond purchase agreements, preliminary and final official statements or other offering documents, escrow agreements, continuing disclosure agreements, tax compliance agreements, or arbitrage certificates, and all other closing certificates and documents (collectively referred to as the "Bond Documents"), which Bond Documents

Richard S. Whiting, Ward One
Benjamin J. Weisner, Ward Four
Adam R. Platz, At Large

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Jeffery D. Harmon, Mayor

Stephen G. Milks, Ward Three
Belinda A. Gerry, At Large
Phillip L. Crowell, Jr., City Manager



City Council Order

may be in such form and contain such terms, conditions and provisions including, without limitation, the waiving of the City's sovereign or governmental immunity with respect to the enforceability of any of the forgoing, which waiver of sovereign or governmental immunity is hereby authorized, confirmed and approved, as the Finance Director shall establish, determine and approve, such establishment, determination and approval to be conclusively evidenced by the execution thereof.

THAT to the extent the Bonds or Notes are issues on a tax-exempt basis, the Finance Director is hereby authorized, in the name of and on behalf of the City:

- To covenant, agree and certify (A) that no part of the proceeds of such Bonds and Notes shall be used directly or indirectly to acquire any securities or obligations or property, the acquisition or use of which would cause the Bonds or Notes to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141 and 148 of the Internal Revenue Code of 1986, as amended, and (B) that the City will file any required reports and take any other action that may be necessary to insure that interest on the Bonds or Notes will remain exempt from federal income taxation, and that the City will refrain from any action that would cause interest on the Bonds and Notes to be subject to federal income taxation; and
- To designate the Bond or Notes, or a portion thereof, as qualified tax-exempt obligations under and as permitted by Section 265(b)(3) of the Code, to the extent such designation is available and permissible under said Section 265(b)(3).

THAT if the Finance Director, Treasurer, or Clerk are for any reason unavailable to approve and execute the Bonds, Notes or any related Bond Document, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, in an interim or acting capacity, is hereby authorized, in the name of and on behalf of the District, to act for such official with the same force and effect as if such official had himself or herself performed such act.

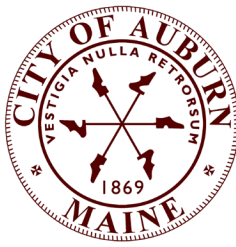
THAT if any authorized representative of the City who has signed or sealed the Bonds or Notes shall cease to be such officers or officials before the Bonds or Notes so signed and sealed shall have been actually authenticated or delivered by the City, such Bonds or Notes nevertheless may be issued, delivered and authenticated with the same force and effect as though the person or persons who signed or sealed such Bonds or Notes had not ceased to be such officer or official; and also any such Bonds or Notes may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Bonds or Notes, shall be the proper officers and officials of the City, although at the nominal date of such Bonds or Notes any such person shall not have been such officer or official.

THAT if the actual cost of any Project differs from the estimated cost, whether due to completion, delay or abandonment of such Project or for any other reason, the Finance Director is hereby authorized, in the name of and on behalf of the City, in her discretion, to reallocate proceeds of the Bonds and Notes to any other listed Project, or to any other project or improvement that the City Council has approved or may in the future approve as part of the City's annual capital improvement plan.

Richard S. Whiting, Ward One
Benjamin J. Weisner, Ward Four
Adam R. Platz, At Large

Timothy M. Cowan, Ward Two
Leroy G. Walker, Sr., Ward Five
Jeffery D. Harmon, Mayor

Stephen G. Milks, Ward Three
Belinda A. Gerry, At Large
Phillip L. Crowell, Jr., City Manager



ORDER 82- 06032024

City Council Order

THAT the authority to issue any Bonds or Notes not issued within 2 years of the date of approval of this Order shall automatically expire 2 years from the date of approval of this Order.

THAT notwithstanding the foregoing paragraph, during the term any of the Bonds issued pursuant to this Order remain outstanding, the Finance Director is hereby authorized, in the name of and on behalf of the City, to issue refunding bonds on either a current or advance refunding basis, to refund some or all of the Bonds then outstanding, and to establish, determine and approve the time of the sale, award and settlement of such refunding bonds, the date, form, denominations, interest rates, maturities (not to exceed the maximum term authorized by law), provisions for early redemption, and all other details of such refunding bonds, such establishment, determination and approval to be conclusively evidenced by the execution thereof, and to execute and deliver, in the name of and on behalf of the City, such additional Bond Documents as may be reasonable or necessary with respect to such refunding, and each refunding bond issued hereunder shall be signed in the same manner as the Bonds.

THAT prior to the issuance of the Bonds or Notes, the Finance Director is hereby authorized to expend available funds of the City to pay costs of the Projects (referred to as "original expenditures") which would be reimbursed from proceeds of the Bonds or Notes; to that end, the City hereby declares its official intent to reimburse itself for such original expenditures from the proceeds of such Bonds or Notes, and this Order shall constitute a Declaration of Official Intent pursuant to Treasury Regulation §1.150-2, and shall be kept available for public inspection during reasonable business hours at the office of the City Clerk.

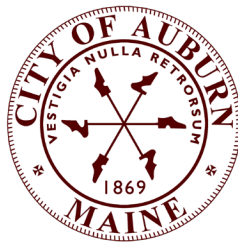
A notice describing the above borrowing and the general purpose of such borrowing was published on or before June 3, 2024, in the *Sun Journal*, a daily newspaper of general circulation published in the City of Auburn and in Androscoggin County.

NOTE: Must be approved by roll call vote.

Richard S. Whiting, Ward One
Benjamin J. Weisner, Ward Four
Adam R. Platz, At Large

Timothy M. Cowan, Ward Two
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Jeffery D. Harmon, Mayor

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ORDER 82- 06032024

City Council Order

Schedule 1

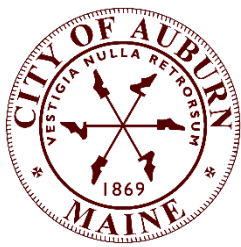
CAPITAL IMPROVEMENT PLAN FY 25 BONDS

Description		Total
Airport	Annual Pavement Management Program	\$ 150,000
Airport	Congressionally Directed Spending (CDS) Hangar Project	\$ 68,750
Clerk	Record Restoration	\$ 100,000
Fire	Engine 2 Reconditioning	\$ 250,000
IT	Security Camera Project	\$ 90,000
LA 911	Server Infrastructure Replacement	\$ 150,000
Planning & Permitting	Dangerous Buildings and Junkyard Cleanups	\$ 150,000
Planning & Permitting	Comprehensive Plan Program	\$ 220,000
Police	Mobile Data Terminal Replacement	\$ 135,000
Engineering	Merrow Road Reconstruction	\$ 3,000,000
Engineering	Whitman Spring Repair	\$ 150,000
Engineering	Reconstruction	\$ 1,800,000
Engineering	Reclamation	\$ 1,500,000
Engineering	Major Drainage	\$ 500,000
Engineering	MDOT Match	\$ 1,500,000
Engineering	Resurfacing	\$ 1,600,000
Engineering	Pavement/Retaining Wall Assessment	\$ 125,000
Engineering	Sidewalk Repairs	\$ 100,000
Engineering	Downtown Parking and Walkability-Grant Match	\$ 400,000
Facilities & Energy	Auburn Hall Boiler/Mechanical Upgrades	\$ 550,000
Facilities & Energy	Engine 2 Station Reconstruction	\$ 2,000,000
Facilities & Energy	Public Library Building Envelope, Repairs & Design Cost Analysis	\$ 75,000
Facilities & Energy	Public Library Boilers Replacement	\$ 575,000
Public Works	Replace Vactor Truck	\$ 590,000
Public Works	Replace Boom Lift School and Public Works	\$ 77,000
Public Works	Annual Park & Walkway Light Replacement	\$ 100,000
Public Works	Replace 7yd plow truck (plowing/sanding and roadway maintenance)	\$ 325,000
Public Works	Recreation Mini Bus replacement/upgrade	\$ 110,000
Transportation	Traffic Calming & Pedestrian Safety	\$ 175,000
Transportation	LATC Bus Replacement	\$ 50,000
TOTAL BOND CIP		\$ 16,615,750

Richard S. Whiting, Ward One
Benjamin J. Weisner, Ward Four
Adam R. Platz, At Large

Timothy M. Cowan, Ward Two
Leroy G. Walker, Sr., Ward Five
Jeffery D. Harmon, Mayor

Stephen G. Milks, Ward Three
Belinda A. Gerry, At Large
Phillip L. Crowell, Jr., City Manager



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: June 3, 2024

Order: 83-06032024

Author: Denis D'Auteuil, Executive Director of Public Services

Subject: Authorization for the City Manager to execute the Collective Bargaining Agreement between the City of Auburn and the IAMAW AFL-CIO Union for Custodians and Maintenance covering 07/01/2024 to 06/30/2027

Information:

The following is a summary of the changes:

- FY 25 Cola 3% on 7/1/24; FY 26 Cola 3% on 7/1/25 and 1.5% on 1/1/26; FY 27 Cola 3% on 7/1/26 and 1.5 on 1/1/27
- 2nd shift 3% pay differential effective 7/1/25
- Additional 3 Floaters in lieu of smaller holidays off
- Increase in vacation maximums
- Increase in sick time cash out amounts upon retirement
- Updated bereavement leave language
- Updated language on over time, lunch breaks, and custodian work hours
- Implementation of Health Promotion Program to help reduce premium costs

City Budgetary Impacts:

Staff Recommended Action: Staff recommends the City Council vote for passage of this order.

Previous Meetings and History: Executive Session held May 20, 2024.

City Manager Comments:

I concur with the recommendation. Signature:

Attachments: IAMAM AFL-CIO Collective Bargaining Agreement

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF AUBURN
AND THE
DISTRICT LODGE 4, LOCAL LODGE S-89
OF THE
INTERNATIONAL ASSOCIATION
OF
MACHINISTS AND AEROSPACE WORKERS (IAMAW), AFL-CIO
FOR THE
AUBURN SUPPORT PERSONNEL
2024-2027**

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PREAMBLE

This Agreement has been entered into this __st day of May 2024 by and between the City of Auburn, Auburn, Maine, hereinafter referred to as the "City" and the District Lodge 4, Local Lodge S-89 of the International Association of Machinists and Aerospace Workers (IAMAW), AFL-CIO, hereinafter referred to as the "Union".

The City of Auburn and the IAMAW Local S-89 agree that they share a joint interest and dedication to operate within their respective duties and powers to provide the best possible education system for the children of Auburn.

The rights and lawful administrative and executive powers of the City of Auburn are acknowledged.

It is hoped that the mutual respect held by each of the parties to this agreement will engender a spirit of cooperation, which will result in the finest quality education.

WHEREAS, the City and the Union both recognize that providing a quality education for the children of the Auburn public schools is a mutual aim, and that the character of such education depends in large measure upon the quality and morale of the members of the Union as well as upon policies and programs established by the City; and

WHEREAS, the City and the Union have a statutory obligation, pursuant to 26 M.R.S.A § 961, to negotiate and confer in good faith with respect to wages, hours, working conditions, and contract grievance arbitration; in accordance with 26 M.R.S.A § 965 (C); and

WHEREAS, the parties have reached certain understanding, which they desire to confirm in this Agreement; therefore,

RESOLVED: That it is agreed as follows:

ARTICLE 1 - RECOGNITION

A. Union Recognition

The City hereby recognizes the Union as the sole and exclusive bargaining representative as defined under 26 M.R.S.A. § 962, for the entire group of custodian/maintenance employees, and therefore shall not recognize nor negotiate with any employees' organization other than the I.A.M.A.W. for the duration of this Agreement except as provided for by statute.

B. Definitions

1. The term "school", as used in this Agreement, means any location or part thereof where instructional activity is carried on.
2. Unless otherwise indicated, the term "employees", when used hereinafter in this Agreement, shall refer to all positions listed in Appendix A, represented by the Union in the negotiating unit as above defined. Whenever the singular is used in the Agreement, it is to include the plural.
3. The term "workdays" shall refer to working days except for Saturday, Sunday, and holidays.
4. The term "week" shall refer to five (5) calendar days, normally Monday through Friday.
5. The term "City Manager/Designee" shall refer to the City Manager, the Assistant City Manager, and the Director of Public Works.
6. The term "Emergency Operation" shall mean any call-in by Public Works Director/Designee as necessitated to handle any inclement weather conditions or situation requiring city employees, which requires employees to report to duty.

C. Whenever the City creates a new position within the bargaining unit, it shall provide written notice to the Union. The Union may request a meeting to discuss whether the position should be included or excluded from this bargaining unit.

ARTICLE 2 – MANAGEMENT RIGHTS

A. Except as otherwise provided in this Agreement, the Union agrees, subject to its right to meet and consult regarding changes, that the City and its designees shall retain all rights and authority to manage and direct its employees. Such matters shall include, but are not limited to:

1. The executive management and administrative control of the school system and its functions and programs, including the development of budgets and actions as may be necessary to meet emergency situations;
2. To hire, promote, suspend or discharge for just cause, to layoff, to recall employees and to maintain discipline and efficiency;
3. Assign and direct the work of all employees, determine the number of shifts, hours, days of work, and start-times and scheduling of all employees;
4. To determine the policy affecting the selection, testing or training of employees;
5. To establish the work and school calendar;
6. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including any changes, automation, or institution of new methods or processes;
7. To adopt rules and regulations;
8. To determine the location or relocation of its facilities, including the establishment or relocation of schools, buildings, departments, divisions or subdivisions and the relocation or closing of offices, departments, schools, programs, divisions or subdivisions, buildings or other facilities;
9. To determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
10. To determine the financial policies, including all accounting procedures and all matters pertaining to public relations;

11. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization;
12. To select and utilize technology; and
13. To eliminate work or services, to establish, change, combine or discontinue classifications and the numbers of personnel required, and to permit non-bargaining unit members to perform bargaining unit work.

ARTICLE 3 - GRIEVANCE PROCEDURE

Section 1 - Definition

A grievance shall be defined as any dispute or disagreement raised by an Employee against the City involving interpretation or application of the specific provisions of this Agreement. If a grievance affects a group of employees from more than one school, the Union's appropriate committee may, with the consent of the employees involved, submit the grievance in writing to the City directly and the processing of such grievance shall commence at level two. Such procedures will include the names and locations of those individuals who are allegedly affected. The Union's appropriate committee may process such grievance through all levels of the grievance procedure.

Grievances filed under the terms of this Agreement shall be processed, up to and including arbitration, under the language in the Agreement at the time the grievance was filed even though a new Agreement has been negotiated subsequent to the grievance being filed, unless the parties have resolved the outstanding grievance(s) during the negotiations of the new Agreement.

The Unions Business Representative may be involved in any step of the grievance procedure at the Unions discretion. Failure on the part of the City or its agent to respond to a grievance in the time specified shall automatically give the grievant access to the next step of the procedure.

All grievances shall be settled in the following manner:

Step 1 - The aggrieved employee(s) and the Union steward shall notify the employee(s)' immediate supervisor of a grievance within ten (10) working days of the event which caused the grievance. In an effort to resolve the grievance, a meeting shall be arranged involving the aggrieved employee(s), a union steward, the employee(s)' supervisor and the Public Works Operations Manager or Deputy Public Works Director. The purpose of

the meeting will be to share information, to review the grievance and to attempt to resolve or settle the dispute. The meeting shall be held within ten (10) working days from the date of notification to the employee(s)' supervisor. Written documentation of the result(s) of the meeting will be given to the aggrieved employee and the union within five (5) working days.

Step 2 - If the results of Step 1 are not satisfactory to the employee, the employee and steward may appeal to the Public Works Director or his designee in writing within ten (10) working days of the date of the Step 1 meeting documentation. The Public Works Director or his designee shall attempt to resolve or settle the dispute promptly and shall submit a written report of his action to the employee within ten (10) working days of its presentation.

Step 3 - If the Public Works Director's action is not satisfactory to the employee, the employee and steward may appeal the case to the City Manager in writing within ten (10) working days of the decision of the Director. The Manager or his/her designee shall forthwith consider the appeal and may hold a meeting or hearing at his/her option. The City Manager shall reach a decision within ten (10) working days of receipt of the employee's appeal and submit his/her decision in writing to the employee.

Step 4 - If the grievance is not settled in accordance with the foregoing steps, then the City and/or the Union may refer the grievance to mediation within ten (10) working days after the receipt of the City Manager's decision. The parties shall utilize the Maine Labor Relations Board mediation procedures in accomplishing the purposes of this step.

Step 5 - If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration within ten (10) calendar days after the completion of the mediation process prescribed in Step 5. The parties shall attempt to agree upon an arbitrator within five (5) calendar days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the American Arbitration Association to submit a panel of five (5) arbitrators. Either party may reject the entire panel. Both the City and the Union shall have the right to strike two (2) names from the panel. One party shall strike the first name, the other party shall then strike a second name, the first party a third name, and other party a fourth name, and the remaining person shall be the arbitrator. The order of striking shall be determined by a coin toss.

1 - The arbitrator shall be notified jointly by the parties of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and City representatives. The arbitrator shall submit his/her decision in writing

within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The fees and expenses of the arbitrator shall be divided equally between the City and the Union, provided, however, that each party shall be responsible for compensating its own representatives and witnesses. If the above selection procedure fails to produce an arbitrator, then a request for arbitration will be submitted to the Maine Labor Relations Board. The decision of the arbitrator shall be final and binding except the arbitrator shall be without power of authority to make any decision, which requires the commission of an act prohibited by law or which alters or modifies the terms of this Agreement.

2 - The Union or its authorized representative shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance, provided such requests are first made in writing to the Director of Public Works.

3 - The time limits for the processing of grievances may be extended by consent of both parties, followed by written confirmation including a defined time period for the extension.

4 - All grievances shall be initiated not later than ten (10) working days after the occurrence of the event giving rise to the grievance.

ARTICLE 4 - NEGOTIATING PROCEDURE/LABOR-MANAGEMENT

CITY

A. Not later than October 1st, the City agrees to begin negotiating with the Union in executive session pursuant to 26 M.R.S.A §965, in accordance with the procedure set forth herein, to secure a successor agreement. Any agreement so negotiated shall apply to all employees in the unit, be reduced in writing, be adopted by both City and the Union, and be signed by the designated representatives of the City and of the Union. The parties hereto agree that the signed Agreement shall be accepted as written notice for collective bargaining for a successor agreement to this one, as stipulated under 26 M.R.S.A. §965.

Should a mutually acceptable amendment to the Agreement be negotiated by the parties, it shall be reduced to writing, be voted by the City Council and the Union, and signed by designated representatives of the City and the Union.

B. During negotiations, the City and the Union shall present relevant data and

exchange points of view. Other negotiation methods, with the mutual consent of the parties, may be followed.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

D. Labor-Management Committee

A labor-management Committee shall meet monthly, or as needed, to address mutual concerns. This Committee shall be expanded to include appropriate membership qualified to address specific issues. Should a mutually acceptable clarification or interpretation of a provision to the Agreement be reached by the parties, it shall be reduced to writing as a memorandum of understanding and signed by the representative of the City and the Union and attached to this Agreement.

ARTICLE 5 – UNION REPRESENTATION

A. Whenever any representatives of the Union or any employee is mutually scheduled by the parties to this Agreement to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, s/he shall suffer no loss of pay.

B. Representatives of the Union shall be permitted to transact official Union business on school property at all reasonable times, provided that the conduct of this business shall not interfere with or interrupt normal school operations or the responsibilities of the employee and shall be at no expense to the City. The right to use school buildings for meetings will be with the approval of the principal and Superintendent. All Union visitors shall register at the office of the building principal before conducting Union business on school property during normal working hours.

C. The Union shall be allowed to use school facilities and equipment, including typewriters, computers, duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use and with the approval of the principal. The Union shall furnish its own materials and supplies and pay for repairs incident to such use.

D. The Union shall have the right to use the inter-school mail facilities and school mailboxes, as it deems necessary.

E. The Union shall have the right to post notices on one bulletin board per work area, provided that no such notice shall be posted in areas to which the public has

normal access. A copy of all notices shall be sent to the City.

F. The City will provide to the Union a list of new hires, with name, address, work location and position, within ten (10) working days from date of the City's approval.

G. Dues Deduction from Salary

1. The City agrees to deduct from employees' salaries along with other authorized deductions, Union dues for the local, state, and national association, as said employees individually and voluntarily authorize the City to deduct. Total dues deduction shall be transmitted to the Union.
2. The City agrees to recognize payroll deduction forms signed by individual members. The City shall deduct Union dues from the weekly paycheck of bargaining unit members.
3. The Union shall certify to the City in writing the current rate of local, state and national members' dues on or before June 1st for the following school year beginning July 1st.
4. Any change in deductions shall be processed monthly on a date designated by the Business Office. Deduction forms shall be available from the Union. The City will notify the Union, in a timely manner, of any member who notifies the business office of their termination of union membership. The City shall not be responsible for the enforcement of this provision.
5. The Union shall indemnify, defend including any legal costs, and hold the City harmless against any claim made and against any suits against the City on account of payroll deduction of dues

ARTICLE 6 - EMPLOYMENT, WAGES AND BENEFITS

A. Work Schedules

1. This Article defines the normal hours of work and establishes the basis for the calculation of overtime. It is not, however, a guarantee of hours of work per day, work period, month, or year. It is not intended to establish a right to compensation in any form for time not worked except as specifically provided for in this Article. An employee's scheduled work hours may be changed for bona fide economic or program changes to meet the needs of the Auburn School Department. To the extent possible and except for a temporary change, an employee shall be provided a two-week written notice.

2. Custodian Work Schedule

- a. The work schedule for first shift will be 6:15 a.m. to 2:15 p.m.
- b. The work schedule for second shift will be 3 p.m. to 11:00 p.m.
- c. The City of Auburn reserves the right to change work shifts temporarily due to unforeseen circumstances, special needs, or emergencies, and will provide as much prior notice as possible to employees in these instances.

3. Effective 7/1/2026, Employees who are assigned to work second shift will receive a 3% shift differential pay on to their base hourly wage rate.

B. Direct Deposit

The employee's wages shall be transmitted through direct deposit to any participating financial institution designated by the employee.

C. Overtime

The City shall pay time and one half after eight (8) hours in any single day. For the purposes of overtime, hours worked shall be counted including the time on paid holidays, paid vacations, and any prearranged doctor's appointments covered by sick time.

D. Custodian Overtime Distribution

1. The intent of both the employee and employer in this section is to distribute overtime in a fair and just manner by classification as follows:
 - a. School custodian - Overtime will be by rotation starting with most senior employee,
 - b. Overtime will then be offered to Custodian district-wide by the most senior rotation.

E. Maintenance Overtime Distribution

Will be distributed using a rotation overtime list, starting with the most senior.

F. Mandatory Overtime

Mandatory overtime will be assigned to the least senior employee by rotation.

G. Rest Periods

1. All employees' work schedules shall provide for a ten (10) minute rest period during each four-hour shift. Such rest period shall be set by the supervisor and shall be scheduled at the middle of the shift whenever feasible.
2. Employees may take their rest period at other than the scheduled time only

when the circumstances of a particular work assignment make it impractical to take their break at the regularly scheduled time.

H. Meal Periods

The Custodian regular workweek shall be five (5) consecutive workdays, Monday through Friday, consisting of eight consecutive hours of work inclusive of a twenty (20) minute lunch break within the twenty-four (24) hour period. The normal workday, except in emergencies, is 6:15 a.m. to 2:15 p.m. In some instances, an Employee(s)' hours of work may be altered on a seasonal or temporary basis.

I. Clean-Up Time

All employees shall be granted ten (10) minutes personal clean-up time prior to the end of each eight (8) hour work shift. Supervisors shall grant this benefit to other employees in emergency situations.

J. Call Time

Any employee called to return to work from his/her home, outside his/her regular work schedule and not annexed to, shall be paid a minimum of three (3) hours at the prevailing wage rate. The minimum shall be figured portal to portal.

K. Mileage Reimbursement

Mileage rates for employees using their own vehicle on authorized school business shall be reimbursed at the allowable IRS rate. The employee shall submit a monthly mileage reimbursement form as provided by the Finance Department and which is available from his/her supervisor.

L. Holidays

1. The following shall be recognized and observed as paid holidays for all employees:
 - Thanksgiving Day
 - Day following Thanksgiving
 - Christmas Day
 - New Years Day
 - Memorial Day
 - Veterans Day
 - Martin Luther King Day
 - Indigenous Peoples' Day
 - Independence Day
 - Labor Day

2. If any employee is required by the Employer to work on any of the above listed days that are considered to be paid holidays, he/she shall receive regular pay for that day plus additional pay computed at time and a half for any hours worked on said holiday.
3. Whenever any of the above days fall during an employee's vacation time, the employee shall be paid his regular pay for that day and such a day shall not be counted as a vacation day.
4. To be eligible for holiday pay, an employee must work his/her last scheduled day before and after the holiday or be on an approved leave.
5. In addition, all employees in the bargaining unit will be entitled to three (3) individual floating holidays per contract year. Floating holidays must be taken within each contract year and requested by the employee at least 48 hours in advance, unless unusual circumstances exist. Scheduling and/or approval of the floating holidays shall be the responsibility of the Director of Public Works or designee who shall ensure that the floating holidays do not significantly interfere with the work and efficiency of the Department. Provisions shall be made, however, so that no employee forfeits any floating holidays.

M. Vacation Days

1. Employees
 - a. An employee shall earn vacation according to continuous years worked in the City of Auburn and School Department. Vacation may be taken as accrued.

Vacation Days - Days/Hours/Maximum Accumulation			
Years of Service	Accrual in Days	Accrual in Hours	Max. Accumulation in Days
Up to 5 years - 1.167 days per month	14	112	27 days (216 hours)
More than 5 years - 1.42 days per month	17	136	30 days (240 hours)
15 years or more - 1.83 days per month.	22	176	35 days (280 hours)

- b. The maximum accumulation days will be carried over into the new year (beginning July 1st).
 - c. Employees shall be given vacations according to the seniority in the bargaining unit.
 - d. Vacation time may be requested and taken in one-hour increments.
- e. Accumulated vacation leave, subject to the maximum accumulation allowed, shall be paid to an Employee upon separation after six months employment or upon death, with no minimum employment, to his or her beneficiary.

2. Vacation for Planned Purposes - Custodians

- a. Vacation for planned purposes shall be scheduled at least one (1) week in advance and be limited to five (5) working days, provided that no unreasonable disruption to the system exists.
- b. Requests for vacation during the week immediately prior to the start of the school year will require permission of the building principal. Denial of such permission shall not be subject to the grievance procedure. Planned purposes include any vacation or recreational-type activities that are not urgent in nature and can be planned in advance.

3. Vacation for Planned Purposes - Maintenance Personnel

- a. Vacation for planned purposes for maintenance personnel shall be scheduled at the request of the employee provided one (1) weeks' notice is given. In the event that the employee does not provide the required one (1) weeks' notice, any request for the use of vacation time shall be subject to approval by the employee's immediate supervisor, Public Works Director or designee. Up to two (2) employees only may be granted vacation leave on the same day. The week immediately prior to the start of the school year will require approval. Denial of such permission shall not be subject to the grievance procedure.
- b. Planned purposes include any vacation or recreational type activities that are not urgent in nature and can be planned in advance.

4. Vacation for Unplanned Emergency Purposes

- a. Vacation may be used for an emergency, illness or injury, or other sudden necessity for which the employee does not have advance notice; is beyond the employee's control to schedule; and is otherwise unforeseeable.
- b. The employee's supervisor will request appropriate documentation

demonstrating the necessity of using Vacation leave for unplanned purposes if an employee requests such leave for three (3) consecutive work days or more.

- c. Vacation time usage meets the compliance standard set forth by the State of Maine Earned Paid Leave Law.

N. Uniforms

1. Maintenance personnel and custodians will receive five (5) sets of work uniforms annually.
2. Each set of work uniforms shall consist of one (1) work shirt and one (1) pair of work pants. Custodian and maintenance personnel shall be provided summer cloth overalls and winter insulated coveralls or bib and jacket of their choice as needed.
3. The Employer will procure proper fitting work uniforms in appropriate colors as determined by the Employer. Employees will be responsible for furnishing shirt and pants sizes.
4. Employees' uniforms ruined as the result of on-the-job accidents will be replaced on a one-for-one basis, with prior approval by the supervisor.
5. Employees will be required to wear appropriate uniforms as furnished by the Employer without exception.

ARTICLE 7 - LEAVES

A. Sick Leave

1. Sick leave must be accrued before being used. Employees shall begin to accumulate sick leave from their date of hire. Full-time employees shall accumulate 1.25 days per month to a maximum of 15 days per year, accumulative to a total of 120 days. All other employees shall accumulate 1.3 days per month to a maximum of 13 days per year, accumulative to a total maximum of 65 days. Sick leave shall be earned for any month in which the employee is compensated for twenty [20] or more hours per week. Under unusual circumstances, the Public Works Director may grant additional days. In case of a prolonged illness of an employee, said employee shall be entitled to his/her unused accumulated sick leave.

2. Up to five (5) accumulated sick leave days can be taken for illness in the immediate family (those relationships as defined in Family Medical Leave Act [spouse, parent, son, daughter] as well as adult child and parent-in-law) if such illness requires care by the employee. The Superintendent, in the event of illness that requires care by the employee, may grant additional days. However, only one employee per family may be absent at any one time for a family illness, except in the case of a grave or terminal illness.
3. Full-time employees who work fewer than eight (8) hours /day shall be docked 1/2 day sick leave, full-time employees who work fewer than 2 hours per day shall be docked 1 day sick leave. Part-time employees who work fewer than 3 hours per day shall be docked 1/2 day sick leave; part-time employees who work fewer than 2 hours per day shall be docked 1 day sick leave.
4. An employee, who after a long illness or injury returns to his/her duties, may have his/her hours adjusted to allow for a gradual reentry under medical direction.
5. Employees shall be entitled to exchange three (3) consecutive months of perfect attendance for one (1) vacation day to be scheduled at the discretion of the Director of Public Works or designee. For the purposes of this section the three (3) month periods are established as follows; 1 – (July, August, September), 2- (October, November, December), 3 – (January, February, March), 4 – (April, May, June). Use of sick leave for any reason (except as noted below) during any three (3) month period will deem the Employee ineligible for the incentive for that period. If an employee has a preannounced doctor appointment and uses sick time for that appointment it will not have it counted against perfect attendance. It shall be the Employee's responsibility to notify the Department of his/her eligibility for this incentive. Upon earning an attendance incentive day and any earned vacation days shall be scheduled at the discretion of the Director of Public Works or designee. It shall be the Employee's responsibility to notify the Department of his/her eligibility for this incentive.
6. No employee shall be entitled to sick leave in any case in which her/his disability arises from an injury out of and in the course of gainful employment outside the school department.

B. Workers Compensation

1. Any employee who suffers a work-related injury and qualifies for payments under the Workers Compensation Act shall be compensated in accordance with Maine State Workers Compensation Law.

C. Jury Duty

1. In the event an employee must perform jury duty, said employee shall receive full pay and benefits while serving and shall upon receipt of the jury stipend, reimburse the City the full amount paid said employee or amount received from courts, whichever is less. If such reimbursement is not made within two (2) payroll dates, the City may deduct said amount from member's paycheck.
2. An employee performing jury duty, who is scheduled to work and there remains at least 2 hours of their regular work shift, may report to work that same day after jury duty lets out. That employee will be paid for a full shift, plus retain any jury payment. The time spent performing jury duty will not be required of the employee as make-up time. Said employee will report or call his/her supervisor and report whether he/she intends to report to work after jury duty.

D. New Child Leave

1. In the event of the birth or adoption of a child, Sick Leave time may be used for up to eight (8) weeks for maternity/paternity and bonding leave. Such leave shall run concurrent with any applicable FMLA leave, but lack of eligibility for FMLA leave will not preclude an employee from being able to take New Child leave under this article.
2. A leave of absence without pay for the remainder of the work year in which the pregnancy terminated may be granted upon written request of the employee involved.

E. Bereavement Leave

1. Up to five (5) days of consecutive leave, which includes the day of the funeral, shall be granted for death of an immediate family member. Immediate family for bereavement leave is defined as those relationships identified in the Family Medical Leave Act (spouse, domestic partner, child, stepchild, parent). A maximum of 3 (Three) days of consecutive leave which includes the day of the funeral, shall be granted for the death of immediate family members

which include parent-in-law, sibling, sibling-in-law, grandparent, grandparent in law and grandchild and any other person living with the employee in the employees household. If a death occurs during the winter season and a burial is planned for milder weather, part or all bereavement time can be saved for the funeral date provided it is used within 9 months and approved by the director. Additional days or travel time may be granted by the Director or his designee, for specific circumstances.

ARTICLE 8 - EMPLOYEES' RIGHTS

A. Seniority

1. Seniority List

- a. The Director of Public Works shall establish a Seniority List, updated each September and available by October 31st to the Union. Seniority in the bargaining unit shall be based on the employee's most recent date of continuous hire. The Seniority List within classification will be based upon the employee's start date of first employment in the following job classifications: Custodian and Maintenance Personnel.
- b. If an employee has served in more than one classification, s/he shall be listed in each classification and retain his/her years of service.

B. Reduction in Force

1. In the event of a reduction in force, seniority will be the factor determining the employees retained, provided the employees' demonstrated skills and qualifications are equal as determined by the Director of Public Works. Probationary employees will have no rights under this provision.
2. In the event that two or more employees have the same start date, their relative seniority shall be based upon the number of years worked for the Auburn City of Auburn in the School Maintenance unit. If the employees remain tied after the consideration of the above factor(s), a random drawing which shall be witnessed by two members chosen by the Union will occur at the time of layoff.

C. Recall

1. Employees shall be recalled from layoff according to their inverse order of layoff. No new employees shall be hired to fill any bargaining unit positions until all employees on layoff status have either been recalled or determined

unqualified for the opening.

2. An employee reemployed within eighteen (18) months of the effective date of layoff shall retain his/her seniority and all benefits accumulated prior to layoff. After an 18 months lapse, there is no commitment by the employer either implied or inferred that rehiring will occur. Any employee who declines a position as a result of a recall shall be removed from the recall list.

D. Probationary Period

1. A new employee shall be considered probationary for a period of nine (9) working months in a bargaining unit position and as such, shall not have recourse through the Discipline and Discharge section. Workday means any day Monday through Friday; time worked on Saturday or Sunday does not count towards probationary time. The new employee's termination, within the nine (9) working months, will incorporate a one-week notification.
2. An employee voluntarily transferring to a different position shall be placed on twenty (20) working days' probation. The employee will be returned to his/her previous job classification, at the discretion of management or employee, during this twenty (20) working day probationary period.

E. Job Opening

1. Whenever a job opening occurs within the bargaining unit, it will be added to the Vacancy List and posted for employees' viewing at least ten (10) calendar days before filling the position, to allow interested employees an opportunity to apply for the position. Any employee in the bargaining unit, including anyone on lay-off, may apply for any position.
2. The job shall be awarded based on seniority if the employee is in "good standing" based on information provided in the personnel file and has demonstrated the ability to fulfill the duties of the position as determined by the Director of Public Works.
3. A permanent vacancy shall be interpreted to mean an opening in a bargaining unit position created by a severance of employment, such as a resignation, or the creation of a new position within the bargaining unit.
4. Whenever there is a permanent vacancy of a position within the bargaining unit, the Director of Public Works will decide within thirty (30) days of the

vacancy whether the position will be continued, eliminated, or modified.

F. Transfers to Another Job Classification

1. A job transfer to another job classification is a change of duties from one classification to another in the bargaining unit.
2. Upon transfer, an employee currently in Step One of the pay scale will be placed in Step One of the new pay scale until he/she completes six (6) months in the employment of Auburn, at which time the employee shall be placed on Step Two of the salary schedule.
3. Upon transfer, an employee currently in Step Two of the pay scale will be placed in Step Two of the new pay scale until he/she completes twelve (12) months in the employment of Auburn, at which time he/she will be upgraded to Step Three of the new pay scale.
4. Upon transfer, an employee currently in Step Three of the pay scale will be placed in Step Three of the new pay scale after a probationary period of twenty (20) working days.
5. An opportunity for transfer to another bargaining unit position shall be posted for five (5) working days.

G. Transfer Within Classification

A transfer within classification is a change of location or job assignment within the same job classification, such as an opportunity for a custodian to change building location or shift. An opportunity for a transfer to within the same job classification shall be posted for five (5) working days.

H. Personnel Files

1. The City shall maintain, for official purposes, one personnel file for each employee. This file shall be kept under conditions that ensure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence to and/or from the employee, written evaluations and other appropriate material relating to the individual's employment.
2. Employees shall be sent a copy of all material henceforth placed in the file at the same time the material is placed in the file. Anonymous or unattributed material shall not be placed in the file. An employee shall have the right to submit a written response within ten (10) days to any material placed in the

personnel file. This written response shall then be filed and attached to the appropriate material. In a specific personnel action, no use may be made of any material which has not been properly and timely placed in the personnel file.

3. Employees, and designated Union representatives with written authorization from the employee(s), shall have the right to examine their file in the presence of the file's custodian, or that individual's designee, during the normal business hours of the office in which the file is kept.
4. No person other than the employee, the employee's representative, the City when acting as a collective body, the Director of Public Works or his/her designee, the Human Resources Department or the employee's current or future supervisor shall have access to the employee's personnel file unless specific written authorization is granted by the employee.
5. The employee and/or duly designated Union representatives with written authorization may obtain copies of any material in the personnel file without cost, during the normal business hours of the office in which the file is kept.
6. By mutual consent between the employee and the City of Auburn or its designee, any item contained in an employee's personnel file may be removed and destroyed.

I. Discipline and Discharge

1. No non-probationary employee may be disciplined or discharged without just cause, and except under unusual circumstances, the following procedure shall be used:
 - a. Oral warning accompanied by a memo to the employee that an oral warning has been given.
 - b. Written warning which specifies the guidelines and the schedule for improvement for the employee.
 - c. Suspension (reason(s) in writing).
 - d. Written discharge which states the reason.
2. Unusual circumstances shall include, but are not limited to, insubordination, drinking on the job, stealing, fighting, or immoral conduct which:
 - a. Prevents the employee from performing his/her job; or
 - b. Prevents other employees from performing their job; or
 - c. Prevents the employer from carrying out its mission; or

- d. Proof of falsifying timecards will result in the immediate dismissal of the employee responsible.
- 3. Any discipline will remain on record for one year from date of issuance.

ARTICLE 9 – RETIREMENT

A. Retirement

The Employer shall continue its existing policy of paying Maine Public Employees Retirement for the duration of this contract.

One-half (1/2) of the accumulated sick leave, to a maximum of 75 days, shall be paid to an Employee upon retirement with 25 years of service, or upon death, to his or her beneficiary. One-half of accumulated sick leave to a maximum of 45 days will be paid to any Employee separating with ten (10) years of service. Computation of the value of each day paid shall be determined by dividing the most recent weekly salary by five.

B. Death Benefits

In the event of an employee's death, said employee's accrued vacation days shall be paid in his/her last paycheck.

ARTICLE 10 - JOB CLASSIFICATION

A. All newly hired custodians shall receive one (1) shift of on-the-job orientation before being assigned on their own. Whenever possible, such orientation shall be conducted on the same shift that the new custodian will be assigned to.

B. Existing Job Descriptions will be in effect at the time of this Agreement signing.

ARTICLE 11 – INSURANCE

A. Coverage

The City will make available to all regular employees and their dependents (as defined by the Maine Municipal Employees Health Trust) medical insurance through the Maine Municipal Employees Health Trust.

The City reserves the right to change or offer alternative insurance carriers, health maintenance organizations, preferred provider organizations, or benefit levels or to self-insure as it deems appropriate, so long as the new or alternative coverage and benefit meets the basic health insurance needs of the employees.

B. Cost Share

Effective 1/1/14 employees participating in the City's Health Promotion Plan will pay 15% of the monthly insurance premiums based upon the PPO 500 Plan through Maine Municipal Employees Health Trust. Employees opting into the POS C Plan will pay the difference in the increased cost share between the POS C Plan and the PPO 500 Plan.

Part-time regular (non-seasonal) employees working a minimum of 20 hours per work are eligible for the single subscriber coverage offered by the City. Part-time employees may, at their own expense, elect to provide coverage for their dependents as defined by the insurance carrier.

Effective 7/1/14, the City will implement a Health Reimbursement Account (HRA) for use toward deductibles and co-insurance in the amount of \$500/year for Single subscribers and \$1,000 for Family and Employee plus Child(ren) subscribers for employees who participate in the PPO 500 Plan. Unused money in the HRA rolls over from year to year and each fiscal year the City will refund each account up to the \$500 and \$1,000 maximums.

C. Cost Containment

In order to provide a good as well as affordable health insurance plan, the City reserves the right to institute cost containment measures so long as the basic level of insurance benefits remains substantially similar. Such changes may include, but are not limited to, mandatory second opinions for certain surgeries, hospital pre-admission and continuing admission review, primary care physician's referral to specialists, and mandatory out-patient surgery for certain designated surgical procedures. In order to maintain the 15% Employee contribution, the members of the bargaining unit agree to participate in a health promotion program attached to this agreement as Appendix B.

D. Terms of Insurance

The extent of coverage under the insurance policies (including HMO, self-insured plans, group life insurance and disability plans) referred to in the Employee Handbook shall be governed by the terms and conditions set forth in said policies and plans. Any questions or disputes concerning insurance policies or terms and conditions set forth in these policies or plans shall not be subject to a grievance. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City, of any obligation undertaken under this or any other agreement.

Complete details of plan benefits are provided to each employee in a booklet furnished by the Maine Municipal Employees Health Trust at the time the employee enrolls in the health

insurance plan.

E. Payments to Employees who Waive Health Insurance Coverage

The City offers an incentive to employees known as the "Health Insurance Waiver Program". This is available to regular employees who do not need coverage under the City's health insurance plan because they have coverage through a spouse, domestic partner, second employer or the military. The City provides monthly payments to employees who drop all or a portion of their health insurance with the City so they can be covered by other insurance available to them. This saves the City money, provides additional compensation to the employee, eliminates, or reduces the weekly health insurance cost share and ensures that the employee and his/her family continues to receive health insurance.

Any employee waiving full or partial coverage for which he/she would be otherwise eligible shall be paid according to the following conditions.

- Any employee eligible for full family coverage or single coverage and who elects to waive health insurance coverage shall receive an amount equal to four (4) months of health insurance premiums based upon the PPO 500 premiums. The health insurance waiver payment calculations are based upon at least six (6) members of the bargaining unit waiving full or partial coverage with the City. If the number of members waiving health insurance coverage falls below six (6), the formula will revert back to three (3) months of health insurance waiver payments.
- An employee who is eligible for a full family plan but opts to take either a "single parent plan" or a "single" plan shall receive an amount equal to four (4) months of the difference in premiums between the plan for which he/she is eligible and the plan he/she opts to take.
- Employees who are married to other City employees and are covered as dependents under their spouse's plan shall be eligible for an amount equal to four (4) months of insurance premiums at the single rate.
- The payments in lieu of health insurance shall be based on the premiums in effect the month the premiums are paid.
- The annual amount will be divided by twelve (12) and paid out each month.
- If the employee wishes to be reinstated on the health insurance policy or change his/her coverage from a single plan or a single parent plan (if he/she would otherwise be eligible for full coverage) he/she may do so as long as he/she follows the insurance carrier's requirements for annual open enrollment or portability of coverage.
- In order to receive payment for waiving health insurance coverage or to be reinstated on the health insurance plan, the employee must submit written notice to the Human Resources Director and provide proof that the employee and/or his/her family has health insurance coverage through another carrier. Discontinuance of health insurance or reinstatement of coverage will be effective the first day of the following month in which

written notice has been received.

ARTICLE 12 – COURSE REIMBURSEMENT

- A. Employees may submit a request for course reimbursement to the Director of Public Works. The Director will consider those requests based on the suitability for the intended position, and approval is contingent on available funds. The Director's decision is final. Such reimbursement shall be requested within ninety (90) days of course completion. Requests submitted between October 1st and May 31st will be reimbursed within thirty (30) days of submission. Requests submitted between June 1st and September 30th will be reimbursed in October.
- B. An employee must be employed at the time payment is made, except an employee who is eliminated by a reduction in force shall be reimbursed if the approval and commencement of course(s) has occurred. S/he shall not be reimbursed for approved courses that commence after the reduction in force notice.

ARTICLE 13 – MISCELLANEOUS

- A. If any provision of the Agreement is held to be contrary to the law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. This Agreement represents the entire understanding of the parties. Any agreements, past practices, past grievances settlements, and/or other settlements and/or other understandings written or unwritten, or other terms not specifically included in this Agreement shall no longer be applicable, unless mutually agreed to by the signatories of this Agreement.

ARTICLE 14 - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2024 for members of the bargaining unit employed as of its signing date and shall continue in effect through June 30, 2027. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and attested by their respective parties.

IAMAW District 4, Local S-89

City of Auburn

By _____
Its President, Carol Sanborn

By _____
Its City Manager, Phillip L. Crowell, Jr.

By _____
Danny N Loudermilk Jr.
Business Representative, District Lodge 4

By _____
Terrence Simpson
Union Steward, Local Lodge S89

By _____
Brian Hess
Union Steward, Local Lodge S89

By _____
Mike Dumais
Negotiating Committee, Local Lodge S89

Dated this ____day of _____, 2024

APPENDIX A – SALARY SCALES
Auburn Public Works
School Maintenance Personnel

<u>Positions</u>	2024-2025	2025-2026 Effective 7/1/25	2025-2026 Effective 1/1/2026
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Custodian

Starting	\$20.73	\$21.36	\$21.68
6 Months	\$21.25	\$21.89	\$22.21
12 Months	\$21.76	\$22.42	\$22.75

Maintenance

Starting	\$22.23	\$22.89	\$23.24
6 Months	\$22.74	\$23.42	\$23.78
12 Months	\$23.26	\$23.96	\$24.31

	2026-2027 Effective 7/1/26	2026-2027 Effective 1/1/27
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Custodian

Starting	\$22.33	\$22.66
6 Months	\$22.88	\$23.22
12 Months \$	\$23.44	\$23.79

Maintenance

Starting	\$23.93	\$24.29
6 Months	\$24.49	\$24.86
12 Months	\$25.04	\$25.42

APPENDIX B: CITY OF AUBURN HEALTH PROMOTION PROGRAM

In recognition of the changing environment in which we all live, the City is commencing a long-term health promotion and health care management program to benefit all employees. The goals of the program are:

- Will prevent disease by rewarding employees for healthy behaviors.
- To over time, positively affect the rate of health insurance premiums paid by City of Auburn and its employees.

Participation in the Health Promotion Program is mandatory for all participants who elect the City of Auburn's Health Insurance plan. Employees who do not participate in the program will see their health insurance premium increase to 25% of the total cost of the plan they elect. Participants who elect the POS C plan will increase to 25% of the monthly cost, plus the difference of the preferred PPO 500 and the POS C plan. Participation in the program will reduce the benefit to 15%. To ensure that everyone can take advantage of this new benefit, the Health Promotion program is open to all employees regardless of whether or not they are covered by the City's health insurance plan.

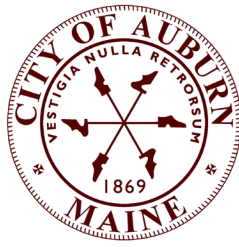
There are five components to the Health Promotion Program:

1. Annual Physical. An active working relationship with an individual's primary care physician is the first step towards a proactive stance towards healthcare. Every employee and all dependents should participate in an annual physical with their primary care physician. Paid annual exams are included in the City's health insurance plan and by most other group health plans. The City expects that at a minimum, the annual exam will include a review of family history and risk factors; screening for heart conditions, cancer, high cholesterol, high blood pressure, and diabetes; routine blood work; and diagnostic testing based upon the individual's age, gender, and medical condition.
2. Health Risk Analysis. Every employee participating in the health promotion program will take a health risk analysis. Health risks analysis is completely confidential, and the individual results will not be shared with any city official.

3. Employee Best Efforts: Employees will make their best effort towards reaching the goals established by them. This will include individual behavior modification, education sessions, keeping appointments with physicians and completing the analysis and eventually goal achievement.
4. Periodic Follow-ups with the program. The more severe the health risk identified, the more frequently the employee and the educator will meet. Employees with fewer or less severe health risks may meet less frequently, but every employee will have follow-up sessions. The initial health risk analysis and follow-up sessions will be conducted at the employee's discretion.
5. Health Education. Throughout the year a series of health and prevention-oriented education sessions will be held. The results of the health risk analysis will provide some ideas for the health education sessions. Health education will be provided on site and may vary from department to department depending on identified needs. Employees will need to participate in at least 4 health sessions annually._

The City has engaged the services of MMEHT to conduct the health risk assessments and to assist with the health education sessions.

The Wellness Team will continue to play a key role in promoting health and well-being in the workplace. The Wellness Team will recommend health related programs and serve as an information conduit back to departments. In recognition of additional work and responsibilities, the Wellness Team is being broadened its membership to include representation from all the city departments. The Wellness Team is already working on the health promotion program by holding the logo contest and planning the health promotion kickoff event. The wellness team will be an integral player in the long-term management of the health promotion plan and additional incentive and support programs.



ORDER 83-06032024

City Council Order

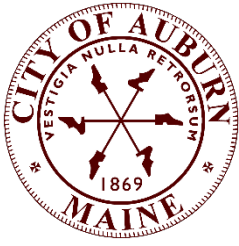
IN CITY COUNCIL

ORDERED, that the City Council hereby authorizes the City Manager to execute the Collective Bargaining Agreement with the IAMAW AFL-CIO, effective 07/01/2024.

Richard S. Whiting, Ward One
Benjamin J. Weisner, Ward Four
Belinda A. Gerry, At Large

Timothy M. Cowan, Ward Two
Leroy G. Walker, Sr., Ward Five
Jeffrey D. Harmon, Mayor

Stephen G. Milks, Ward Three
Adam R. Platz, At Large
Phillip L. Crowell, Jr., City Manager



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date:

June 3, 2024

Order: 84-06032024

Author:

Eric J. Cousens, Director of Planning and Permitting

Subject:

Initiating Zoning Map Amendment for the 526 and 550 Minot Ave

Information: This item is considering a zoning map amendment to amend approximately 8.17 acres from T-4.2B Traditional Neighborhood Development zoning district to the General Business II (Minot Ave) zoning district. The area proposed to be rezoned encompasses all of City Assessor's parcel I.D.s 209-035 and 209-034. The purpose of this proposal is to better support a new public safety facility by allowing the flexibility in form and design to best serve the needs of public employees.

Municipal services and facilities are permitted in all zoning districts, but form-based code, the current zoning, requires that new structures be built close to the public right of way. The design standards in form-based code are intended to encourage new development to emphasize the relationship between the public and private realm. While it is well suited to residential and commercial areas within the City of Auburn, form-based code may not allow for the flexibility necessary to build a functional and efficient public safety facility that is designed around the movement of large vehicles inside and outside of the buildings.

The General Business II District is in alignment with the surrounding area and is compatible with the 2021 Comprehensive Plan. The provision stating that "The Future Land Use Plan is not a zoning map. It is intended to show, in a general sense, the desired pattern of future land use and development" can allow the flexibility to find the proposed change to be consistent with the Comprehensive Plan. This proposed zoning also allows for the flexibility in facility layout to best serve the needs of the fire department and the police department, such as the ease and safety of movement of the fire apparatus on the properties.

City Budgetary Impacts: None anticipated.

Staff Recommended Action: Determine if the city council wishes to initiate zoning map amendment by sending this proposal to the planning board for public hearing.

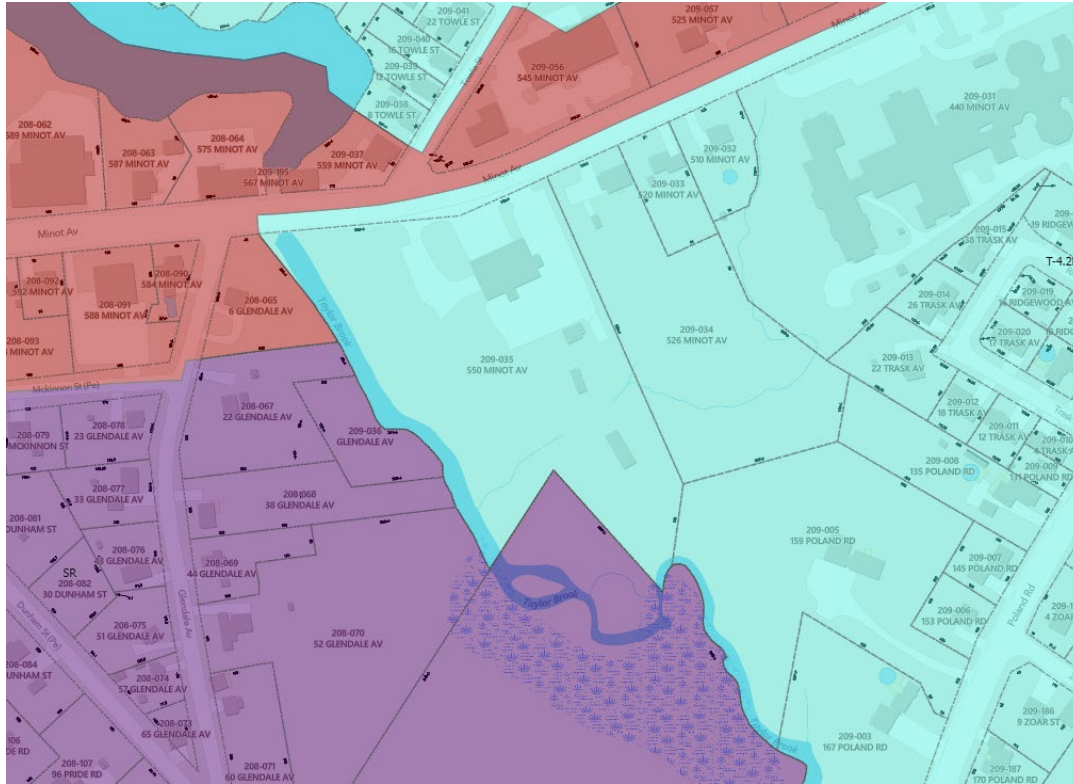
Previous Meetings and History: None.

City Manager Comments:

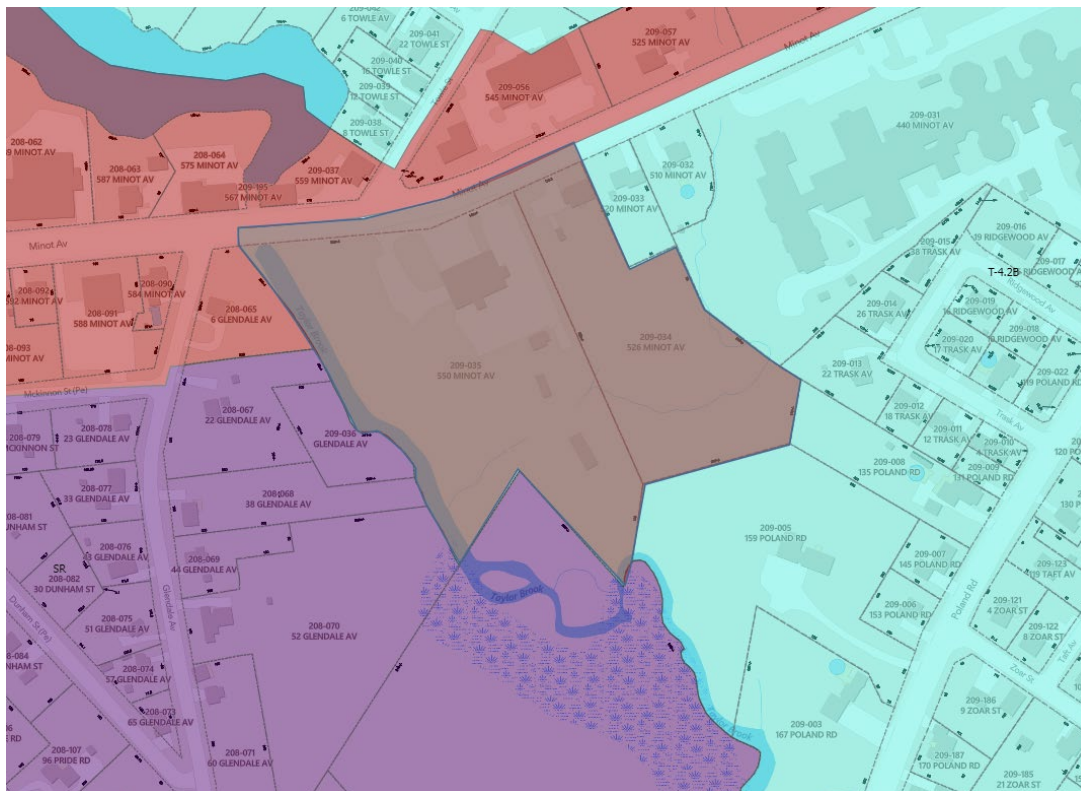
I concur with the recommendation. Signature:

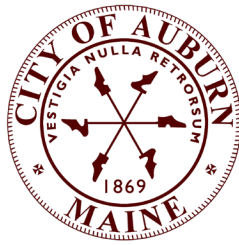
Attachments: Sketch Map, Order

Consideration of Proposed Zoning Map Amendment - 526 and 550 Minot Avenue Change from T4.2B to General Business II



Existing Zoning Above / Proposed Zoning Below





ORDER 84-06032024

City Council Order

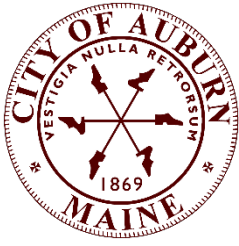
IN CITY COUNCIL

ORDERED, that the Auburn City Council directs staff to prepare a zoning map amendment for Public Hearing and a Recommendation by the Auburn Planning Board pursuant to Chapter 60, Article XVII, Division 2, Amendment to the Zoning Ordinance or Zoning Map. The intent is to amend the map on approximately 8.17 acres from T-4.2B Traditional Neighborhood Development zoning district to the General Business II (Minot Ave) zoning district as shown on the attached map. The area proposed to be rezoned encompasses all of City Assessor's parcel I.D.s 209-035 and 209-034. The purpose of this proposal is to better support a new public safety facility by allowing the flexibility in form and design to best serve the needs of public employees.

Richard S. Whiting, Ward One
Benjamin J. Weisner, Ward Four
Belinda A. Gerry, At Large

Timothy M. Cowan, Ward Two
Leroy G. Walker, Sr., Ward Five
Jeffrey D. Harmon, Mayor

Stephen G. Milks, Ward Three
Adam R. Platz, At Large
Phillip L. Crowell, Jr., City Manager



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: June 3, 2024

Order: 85-06032024

Author: Eric J. Cousens, Planning and Permitting Director

Subject: Initiating Zoning Map Amendment for the Gracelawn Area as shown on the attached Map.

Information: In December, 2023, City Council amended approximately 60 acres in parts of City Assessor's parcel I.D.s 289-001, 289-002, and 277-026 from the Agriculture and Resource Protection zoning district to the General Business zoning district. Among the findings for this review were that the General Business Zone more closely aligned with the Future Land Use Map in the 2021 Updated Comprehensive Plan, and that the zone change was consistent with the City of Auburn's commitment to keeping the Lake Auburn watershed healthy.

This proposed zoning map amendment to change approximately 45 acres in City Assessor's parcel I.D.'s 289-001, 289-002, and 277-026 from General Business Zoning to the Multifamily Suburban zoning district and retain 15 acres within City Assessor's parcel I.D. 289-001 in the General Business zoning district. The Multifamily Suburban zoning district has the same residential density standards as within the General Business District but does not allow several of the uses permitted within the General Business district, like automobile, repair service, and filling stations. Amending the zoning toward the back of the Gracelawn Pit area closer to the lake allows for the creative reuse of land while limiting some of the heavier uses allowed in the General Business District.

Approximately 15 acres in the southeasterly portion of the parcel on Gracelawn Road is proposed to remain in General Business to complement the General Business Zoning on the opposite side of Gracelawn Road and to allow for expanded development opportunity further from Lake Auburn. The proposed General Business portion of the Gracelawn parcel excludes 100 feet abutting the landfill on City Assessor's Parcel I.D. 289-003.

City Budgetary Impacts: None anticipated, possibly new tax value if the landowner makes investments.

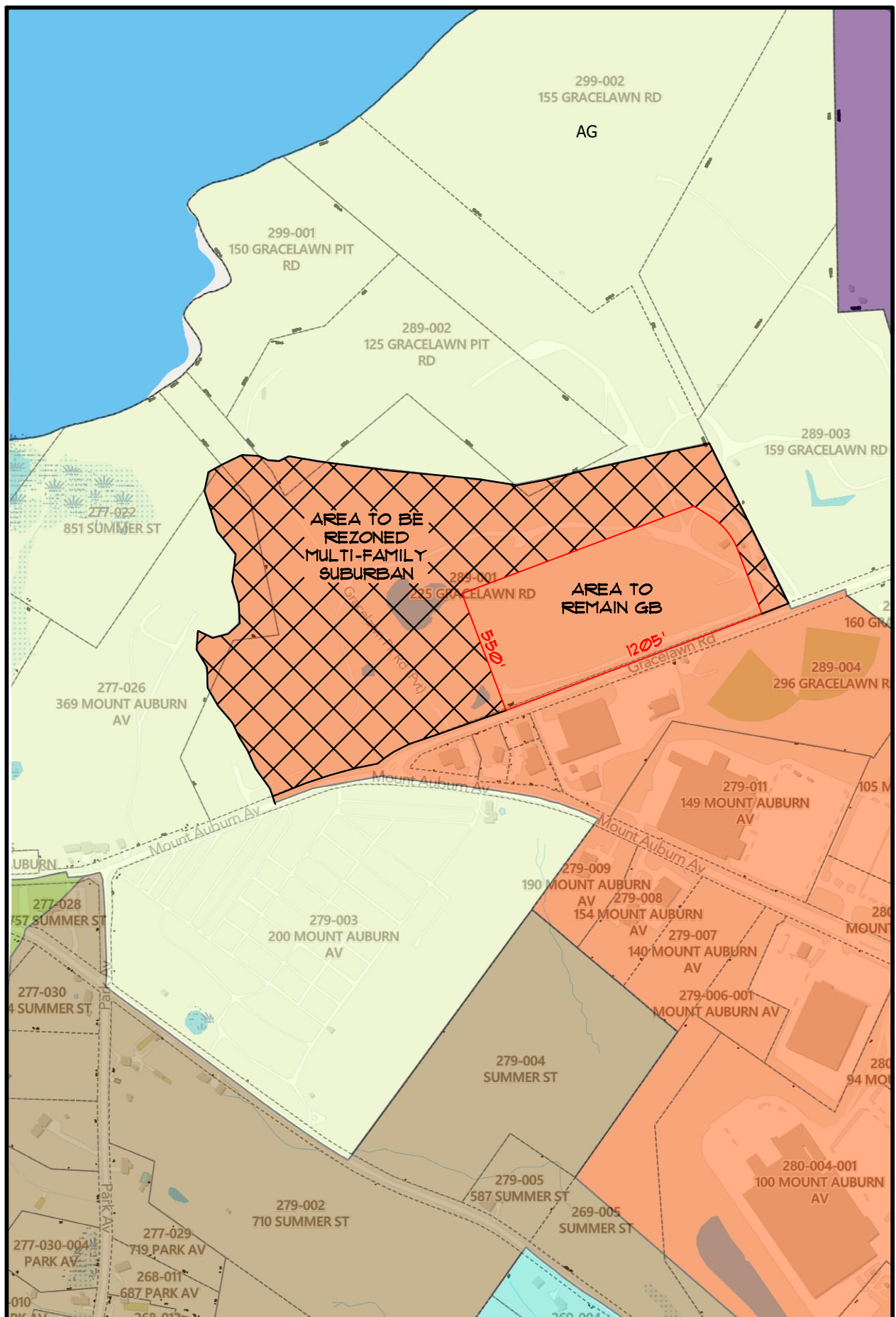
Staff Recommended Action: Determine if the City Council wishes to initiate a zoning map amendment to change approximately 45 acres in City Assessor's parcel I.D.'s 289-001, 289-002, and 277-026 from General Business Zoning to the Multifamily Suburban zoning district by sending the amendment to Planning Board for Public Hearing and a Recommendation.

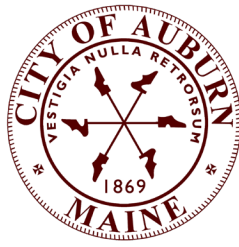
Previous Meetings and History: None for this specific change; multiple related discussions over the past 2 years.

City Manager Comments:

I concur with the recommendation. Signature: *Phillip Crowell Jr.*

Attachments: Proposed Map, Order





ORDER 85-06032024

City Council Order

IN CITY COUNCIL

ORDERED, that the Auburn City Council directs staff to prepare a zoning map amendment for Public Hearing and a Recommendation by the Auburn Planning Board pursuant to Chapter 60, Article XVII, Division 2, Amendment to the Zoning Ordinance or Zoning Map. The intent is to consider amendments that will change the zoning designation as shown on the attached Map from General Business to Multifamily Suburban. Multifamily Suburban zoning would limit commercial uses of the land but would match the density of the General Business Zone for residential uses. This proposed map boundary has been developed in consultation with the landowner and would balance concerns of the public for watershed protection with the future land use plans of the City as well as maintaining the allowance for housing at the property. Attached is a map depicting the boundaries proposed for consideration.

Richard S. Whiting, Ward One
Benjamin J. Weisner, Ward Four
Belinda A. Gerry, At Large

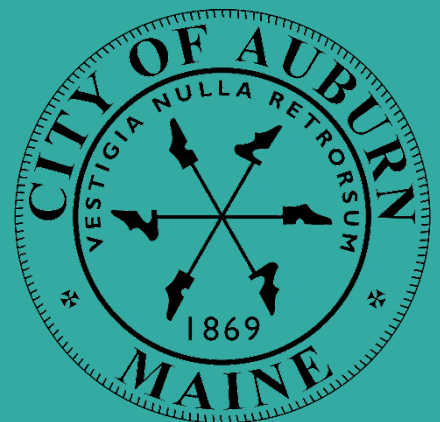
Timothy M. Cowan, Ward Two
Leroy G. Walker, Sr., Ward Five
Jeffrey D. Harmon, Mayor

Stephen G. Milks, Ward Three
Adam R. Platz, At Large
Phillip L. Crowell, Jr., City Manager

Monthly Financial Report

March 2024

Authored by: Kelsey Earle



To: Honorable Mayor, Members of the City Council and City Manager
Subject: Financial Report for the Month Ending March 31, 2024

I respectfully submit the financial summaries of the revenue and expenditure activities for the City during the month ending March 31, 2024.

Please note that although the monthly financial report contains amounts reported by the School Department, this discussion is limited to the City's financial results and does not attempt to explain any variances for the School Department. The City has completed its seventh month of the current fiscal year. As a guideline for tracking purposes, revenues and expenditures should amount to approximately 75% of the annual budget. However, not all costs and revenues are distributed evenly throughout the year; individual line items can vary based upon cyclical activity.

General Fund Highlights

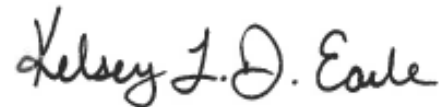
Revenues

- Total revenues collected through March 2024 were **\$99M** or **87.44%** of budgeted general fund revenue, as compared to **\$88.7M** of actual revenues through March 2023.
- Year-to-date tax revenues of **\$52.6M** were **2.21% higher** than the prior year.
- EMS Transport revenues increased by **\$36,542** YTD, **4.69% higher** than FY23.

Expenditures

- Expenditures through March 2024 were **\$77.35M** or **67.81%** of the budget, as compared to **\$74.74M** of actual expenditures through March 2023.
- Utilities continue to be a highlight with significant YTD decreases.

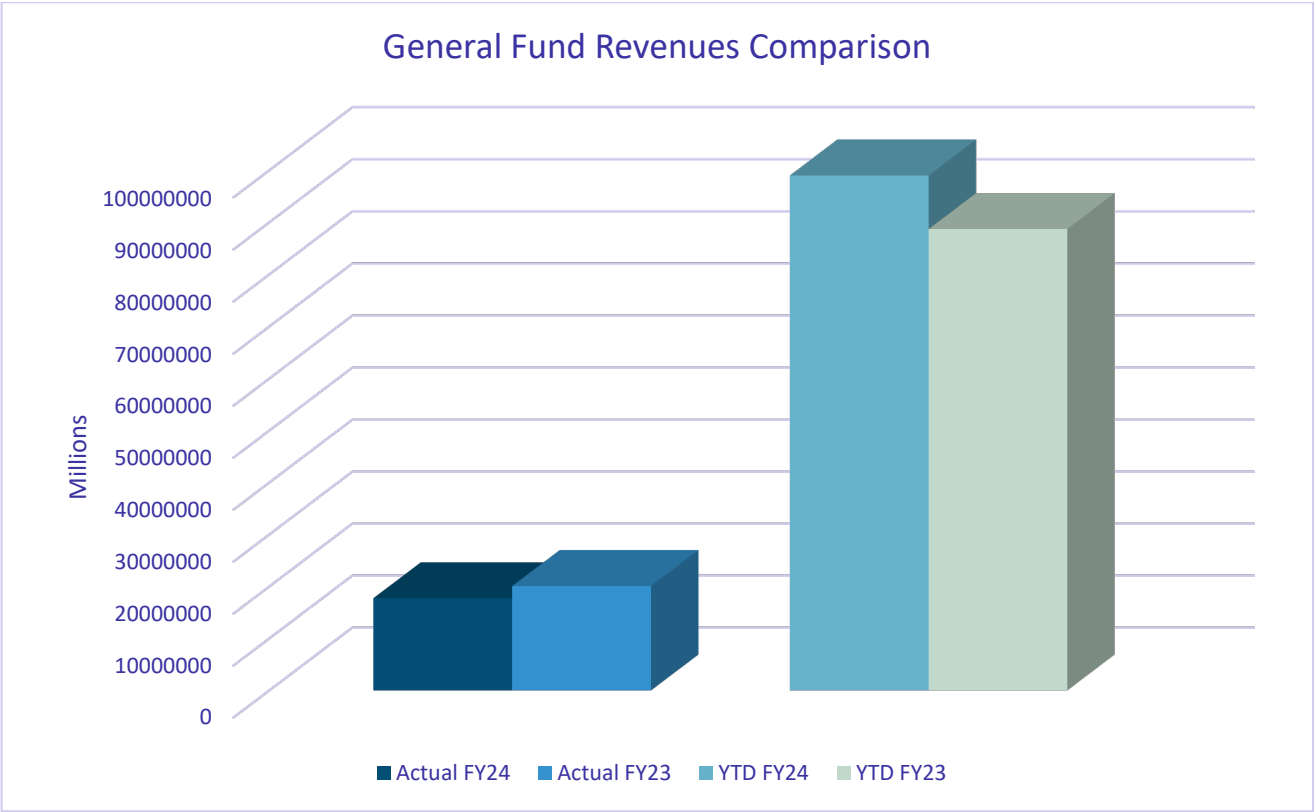
Respectfully submitted,



Kelsey L. D. Earle
Finance Director

General Fund

for the Period Ended March 31, 2024



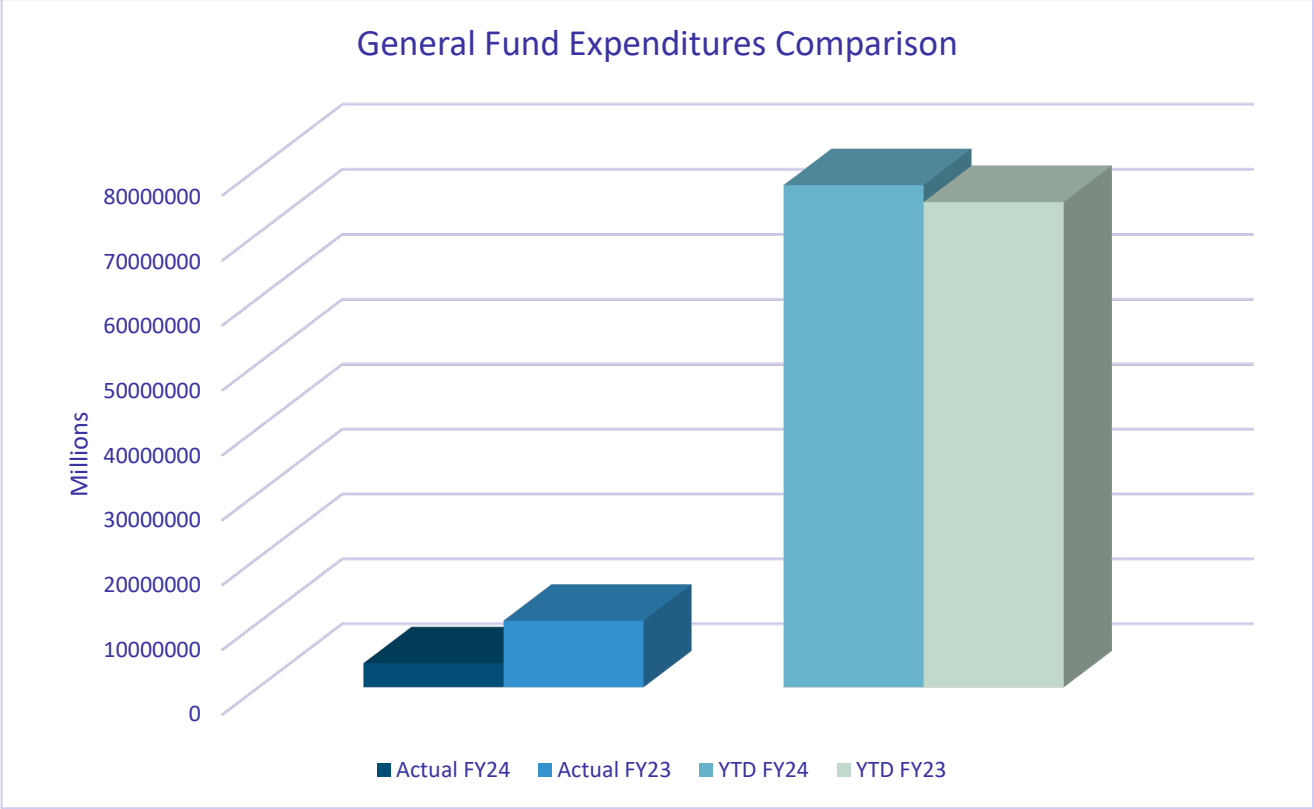
Monthly Budget Report - Revenues - March



Account Number	Account Desc	MAR 2024			MAR 2023		2024 YTD			2023 YTD		Variance
		Budget	Actual	% Used	Actual	% Used	Budget	Actual	% Used	Actual	% Used	
1000 General Fund		(62,500.00)	(17,746,159.10)	28,393.85%	(20,096,105.08)	100.00%	(113,232,692.00)	(99,005,384.08)	87.44%	(88,720,548.55)	82.88%	10,284,835.53
0006 Communications & Technology		0.00	0.00	0.00%	0.00	0.00%	(40,000.00)	0.00	0.00%	0.00	0.00%	0.00
0007 City Clerk		0.00	(15,322.85)	100.00%	(19,803.49)	100.00%	(273,300.00)	(218,264.94)	79.86%	(255,624.72)	113.76%	(37,359.78)
0008 Finance		(62,500.00)	(17,469,013.57)	27,950.42%	(17,487,637.25)	100.00%	(71,270,502.00)	(62,102,778.19)	87.14%	(60,267,667.23)	88.78%	1,835,110.96
0011 Economic Development		0.00	0.00	0.00%	(1,950.00)	100.00%	0.00	0.00	0.00%	(37,095.00)	100.00%	(37,095.00)
0015 Facilities		0.00	(2,157.50)	100.00%	(3,665.00)	100.00%	(95,000.00)	(12,154.96)	12.79%	(18,887.61)	19.88%	(6,732.65)
0012 Planning & Permitting		0.00	(7,459.00)	100.00%	(8,440.00)	100.00%	(211,000.00)	(196,094.75)	92.94%	(130,362.83)	62.52%	65,731.92
0042 Public Works		0.00	(90.00)	100.00%	(85.00)	100.00%	(430,450.00)	(516,897.00)	120.08%	(437,194.00)	101.33%	79,703.00
0021 Fire & EMS Transport		0.00	0.00	0.00%	0.00	0.00%	(100.00)	(55.00)	55.00%	(90.00)	90.00%	(35.00)
0022 Police		0.00	(6,651.03)	100.00%	(7,466.59)	100.00%	(48,200.00)	(47,622.23)	98.80%	(93,074.14)	45.92%	(45,451.91)
0023 Fire EMS Transport		0.00	(148,780.00)	100.00%	(197,767.01)	100.00%	(1,465,000.00)	(1,271,837.45)	86.81%	(1,235,294.83)	91.50%	36,542.62
0025 Information Technology		0.00	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00%	(150.76)	100.00%	(150.76)
0031 Health and Social Services		0.00	(96,685.15)	100.00%	(32,135.08)	100.00%	(125,000.00)	(298,345.36)	238.68%	(79,233.14)	94.42%	219,112.22
0043 Solid Waste Disposal		0.00	0.00	0.00%	0.00	0.00%	0.00	(37,266.67)	100.00%	(39,229.50)	100.00%	(1,962.83)
0070 Education		0.00	0.00	0.00%	(2,337,155.66)	100.00%	(39,274,140.00)	(34,304,067.53)	87.35%	(26,126,644.79)	71.45%	8,177,422.74
Grand Total:		(62,500.00)	(17,746,159.10)	28,393.85%	(20,096,105.08)	100.00%	(113,232,692.00)	(99,005,384.08)	87.44%	(88,720,548.55)	82.88%	10,284,835.53

General Fund

for the Period Ended March 31, 2024



Monthly Budget Report - Expenditures - March



Account Number	Account Desc	MAR 2024			MAR 2023		2024 YTD			2023 YTD		Variance
		Budget	Actual	% Used	Actual	% Used	Budget	Actual	% Used	Actual	% Used	
1000 General Fund		62,500.00	3,701,711.00	5,922.74%	10,257,476.73	100.00%	114,062,294.66	77,349,796.83	67.81%	74,740,191.01	69.46%	2,609,605.82
0000 Unassigned		62,500.00	0.00	0.00%	0.00	0.00%	62,500.00	0.00	0.00%	0.00	0.00%	0.00
0004 Mayor and Council		0.00	(9,878.82)	100.00%	8,101.08	100.00%	174,696.33	156,829.84	89.77%	150,710.29	85.23%	6,119.55
0005 City Manager		0.00	103,231.16	100.00%	38,746.58	100.00%	719,509.00	541,479.82	75.26%	331,524.08	62.78%	209,955.74
0006 Communications & Technology		0.00	12,199.78	100.00%	17,803.54	100.00%	361,522.00	247,714.13	68.52%	127,667.19	54.93%	120,046.94
0007 City Clerk		0.00	29,666.68	100.00%	18,631.90	100.00%	299,253.76	222,779.43	74.44%	195,176.98	69.83%	27,602.45
0008 Finance		0.00	77,476.11	100.00%	58,433.07	100.00%	1,228,278.00	1,067,387.22	86.90%	862,062.50	75.41%	205,324.72
0009 Human Resources		0.00	19,451.44	100.00%	18,905.15	100.00%	246,260.00	184,723.02	75.01%	157,669.37	70.99%	27,053.65
0010 Planning & Permitting		0.00	52,558.92	100.00%	63,883.87	100.00%	717,461.00	535,966.27	74.70%	540,444.05	72.51%	(4,477.78)
0011 Economic Development		0.00	14,084.99	100.00%	15,588.67	100.00%	123,893.00	142,257.17	114.82%	206,323.18	71.99%	(64,066.01)
0012 Planning & Permitting		0.00	625.00	100.00%	0.00	0.00%	0.00	1,625.00	100.00%	0.00	0.00%	1,625.00
0013 Business & Community Developme		0.00	32,959.12	100.00%	23,916.31	100.00%	710,692.00	271,339.23	38.18%	209,873.02	31.26%	61,466.21
0015 Facilities		0.00	(0.64)	100.00%	219.49	100.00%	0.00	78.00	100.00%	21,805.31	91.72%	(21,727.31)
0016 Worker's Compensation		0.00	0.00	0.00%	0.00	0.00%	715,400.00	715,400.00	100.00%	698,000.00	100.00%	17,400.00
0017 Fringe Benefits & Salary Incre		0.00	542,190.47	100.00%	550,541.01	100.00%	8,377,629.00	5,132,262.72	61.26%	4,906,164.76	61.79%	226,097.96
0019 Debt Service		0.00	963,836.84	100.00%	844,898.05	100.00%	8,334,544.00	8,368,514.13	100.41%	8,394,861.24	100.40%	(26,347.11)
0025 Information Technology		0.00	10,263.57	100.00%	41,781.70	100.00%	985,540.76	736,675.01	74.75%	608,484.63	73.58%	128,190.38
0042 Public Works		0.00	300,985.98	100.00%	620,699.88	100.00%	6,511,956.04	4,473,571.64	68.70%	4,037,147.63	68.83%	436,424.01
0018 Emergency Reserve		0.00	0.00	0.00%	0.00	0.00%	550,000.00	0.00	0.00%	0.00	0.00%	0.00
0020 Capital Investment & Purchasin		0.00	(2,164.99)	100.00%	34,883.52	100.00%	834,613.18	486,272.07	58.26%	409,962.41	60.96%	76,309.66
0021 Fire & EMS Transport		0.00	484,970.68	100.00%	482,612.79	100.00%	6,367,748.65	4,736,562.78	74.38%	4,159,775.41	72.65%	576,787.37
0022 Police		0.00	369,074.52	100.00%	425,935.56	100.00%	5,228,357.94	3,889,630.52	74.39%	3,530,373.09	71.12%	359,257.43
0030 Recreation		0.00	57,056.10	100.00%	52,411.48	100.00%	723,631.00	514,559.32	71.11%	479,175.48	62.44%	35,383.84
0031 Health and Social Services		0.00	78,059.29	100.00%	32,599.45	100.00%	180,825.00	608,906.73	336.74%	150,421.56	125.48%	458,485.17
0043 Solid Waste Disposal		0.00	116,516.07	100.00%	77,679.46	100.00%	1,411,000.00	988,271.51	70.04%	830,448.25	62.91%	157,823.26
0045 County Tax		0.00	0.00	0.00%	0.00	0.00%	2,972,037.00	2,972,037.00	100.00%	2,761,220.00	100.00%	210,817.00
0046 PW School Maint & Custodial		0.00	61,560.79	100.00%	0.00	0.00%	0.00	195,110.88	100.00%	0.00	0.00%	195,110.88
0049 Auburn Arts in the Park		0.00	0.00	0.00%	0.00	0.00%	20,000.00	17,500.00	87.50%	22,500.00	75.00%	(5,000.00)
0050 Public Library		0.00	0.00	0.00%	0.00	0.00%	1,138,659.00	854,053.76	75.01%	632,590.00	58.33%	221,463.76
0051 Transfer to TIF		0.00	0.00	0.00%	0.00	0.00%	3,049,803.00	2,951,315.15	96.77%	2,479,087.54	81.29%	472,227.61
0052 Water & Sewer		0.00	0.00	0.00%	0.00	0.00%	792,716.00	585,902.46	73.91%	585,902.46	73.91%	0.00
0053 Tax Sharing		0.00	0.00	0.00%	0.00	0.00%	260,000.00	0.00	0.00%	0.00	0.00%	0.00
0054 Auburn-Lewiston Airport		0.00	(2,809.06)	100.00%	293.53	100.00%	205,000.00	210,362.32	102.62%	206,592.21	100.78%	3,770.11
0055 LEW-AUB ECONOMIC GROWTH COUN		0.00	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00%	0.00	0.00%	0.00
0056 LA Transit Committee		0.00	389,797.00	100.00%	0.00	0.00%	400,079.00	389,797.00	97.43%	431,811.00	100.00%	(42,014.00)
0057 LA-911		0.00	0.00	0.00%	0.00	0.00%	1,287,401.00	965,550.27	75.00%	913,284.63	75.00%	52,265.64
0070 Education		0.00	0.00	0.00%	6,828,910.64	100.00%	59,071,289.00	34,185,362.43	57.87%	35,699,132.74	64.05%	(1,513,770.31)
Grand Total:		62,500.00	3,701,711.00	5,922.74%	10,257,476.73	100.00%	114,062,294.66	77,349,796.83	67.81%	74,740,191.01	69.46%	2,609,605.82

EMS BILLING
SUMMARY OF ACTIVITY
July 1, 2023 - June 30, 2024
Report as of March 31, 2024

	Beginning Balance 3/1/2024	March 2024					Write-Offs	Ending Balance 3/31/2024
		New Charges	Payments	Refunds	Adjustments			
Attorney/In care of	\$ (16.75)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (16.75)
Bluecross	\$ 67,333.42	\$ 14,068.15	\$ (9,246.29)	\$ -	\$ (3,560.30)	\$ -	\$ -	\$ 68,594.98
Intercept	\$ (1,769.40)	\$ -	\$ (200.00)	\$ -	\$ -	\$ -	\$ -	\$ (1,969.40)
Medicare	\$ 418,144.17	\$ 198,973.60	\$ (65,011.95)	\$ -	\$ (123,726.41)	\$ -	\$ -	\$ 428,379.41
Medicaid	\$ (86,993.30)	\$ 53,188.00	\$ (35,563.86)	\$ -	\$ (25,481.26)	\$ -	\$ -	\$ (94,850.42)
Other/Commercial	\$ 138,832.77	\$ 20,944.00	\$ (18,994.23)	\$ -	\$ (1,651.97)	\$ -	\$ -	\$ 139,130.57
Patient	\$ 42,016.95	\$ 7,544.00	\$ (11,166.90)	\$ -	\$ (325.00)	\$ (21,754.57)	\$ -	\$ 16,314.48
Worker's Comp	\$ (9,896.62)	\$ -	\$ (2,217.59)	\$ -	\$ -	\$ -	\$ -	\$ (12,114.21)
TOTAL	\$ 567,651.24	\$ 294,717.75	\$ (142,400.82)	\$ -	\$ (154,744.94)	\$ (21,754.57)	\$ -	\$ 543,468.66

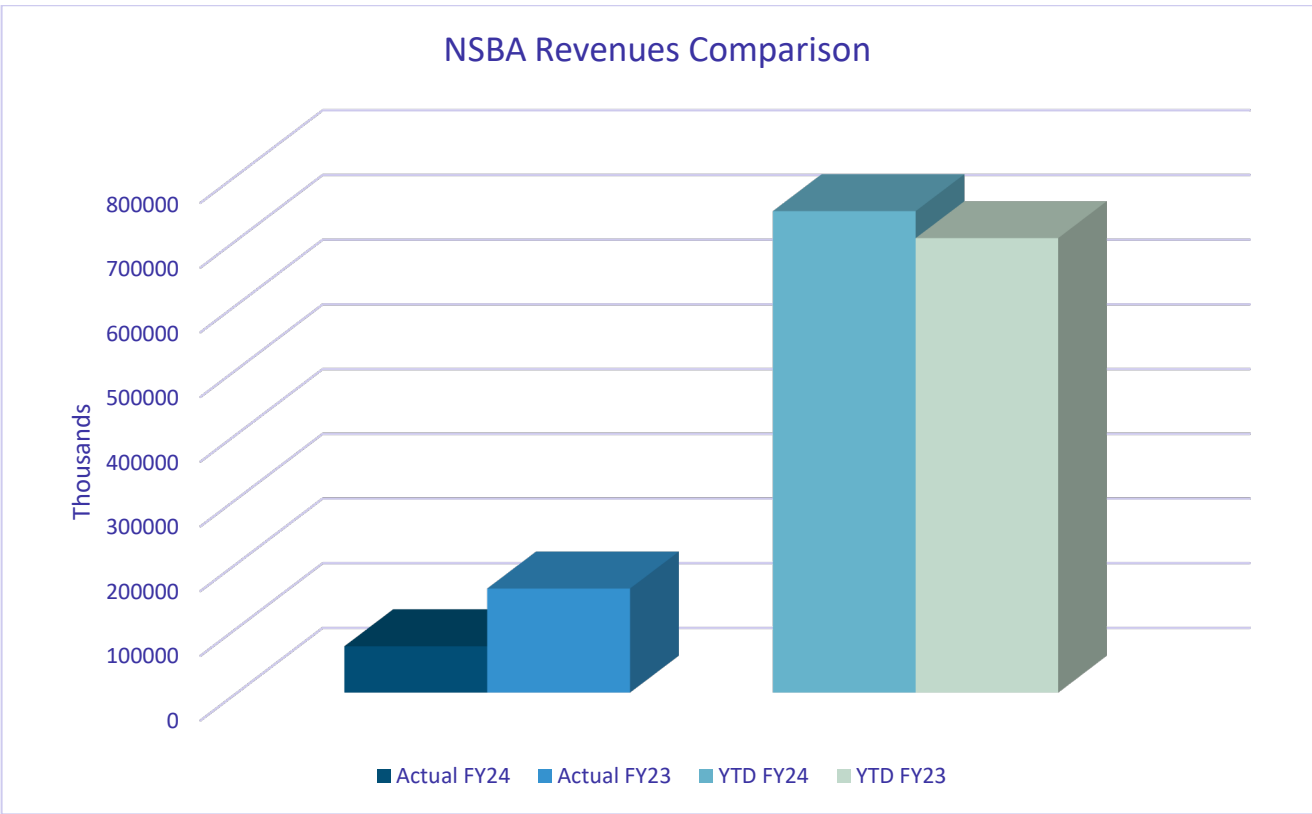
Norway Savings Bank Arena

for the Period Ended March 31, 2024

As of March 2024, Norway Arena had an operating gain YTD of \$82,326, representing a **\$690 increase** from the same period in February.

Revenues:

The operating revenues for Norway Arena through March 2024 are \$744,200. This revenue comes from concessions, sign advertisements, pro shop lease, youth programming, shinny hockey, public skating, and ice rentals. Table 1 reflects revenues collected for the current year with comparison for the same period a year ago. Total revenues represent a **44.56% decrease** over March FY23, resulting primarily from a reduction in tournament revenues.



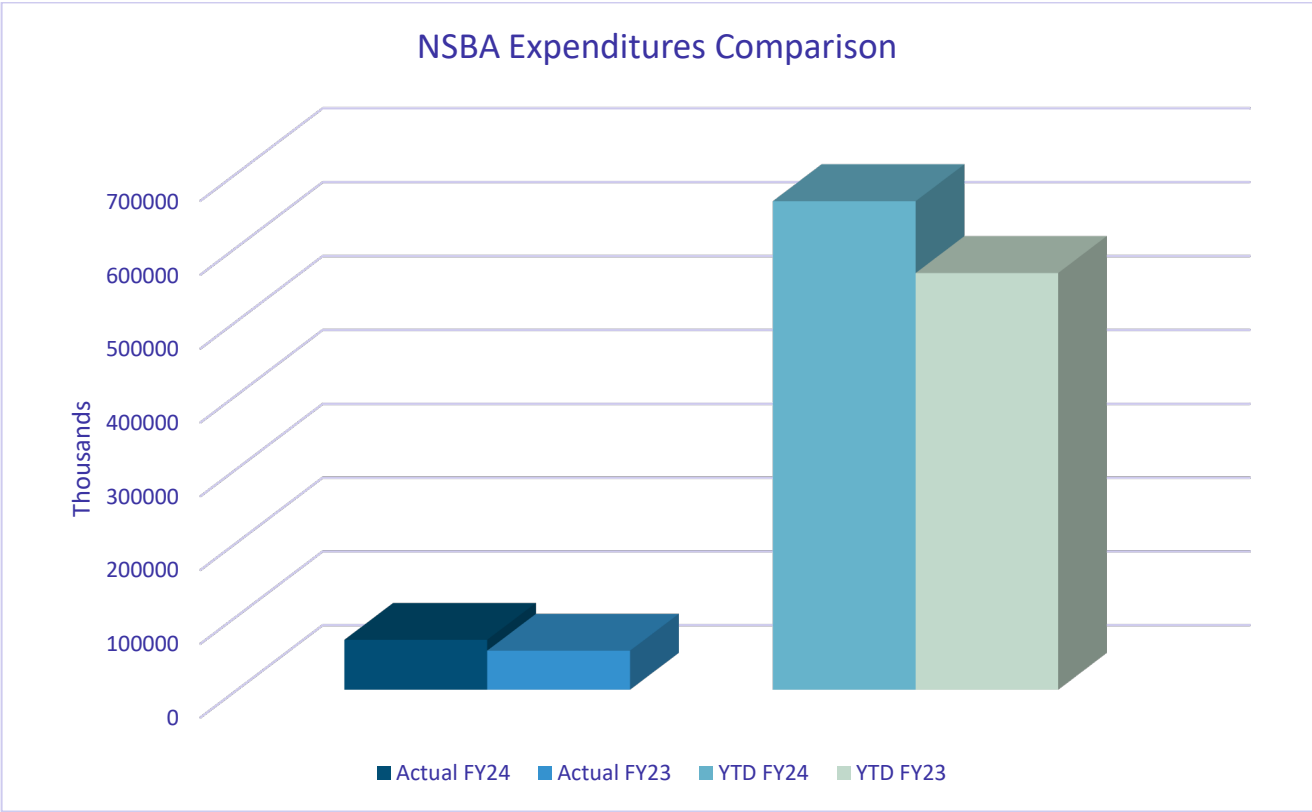
Monthly Budget Report - Revenues - March



Account Number	Account Desc	MAR 2024			MAR 2023		2024 YTD			2023 YTD	Variance
		Budget	Actual	% Used	Actual	% Used	Budget	Actual	% Used	Actual	
6200 Norway Savings Bank Arena		0.00	(71,683.91)	100.00%	(160,854.23)	100.00%	(1,088,500.00)	(744,200.58)	68.37%	(702,426.93)	\$ 41,773.65
		0.00	(71,683.91)	100.00%	(160,854.23)	100.00%	(1,088,500.00)	(744,200.58)	68.37%	(702,426.93)	41,773.65
6200 4201	Gladiators	0.00	(2,695.00)	100.00%	(68,334.53)	100.00%	(260,000.00)	(233,352.71)	89.75%	(200,062.78)	33,289.93
6200 4202	EL Ice	0.00	0.00	0.00%	0.00	0.00%	(22,500.00)	(15,190.00)	67.51%	(1,225.00)	13,965.00
6200 4203	Red Hornet	0.00	0.00	0.00%	0.00	0.00%	(18,500.00)	(15,802.50)	85.42%	(4,655.00)	11,147.50
6200 4205	St Doms	0.00	(6,982.50)	100.00%	(17,272.50)	100.00%	(47,000.00)	(43,303.70)	92.14%	(33,279.15)	10,024.55
6200 4206	Poland/Gra	0.00	(1,054.50)	100.00%	(6,175.00)	100.00%	(19,500.00)	(12,862.50)	65.96%	(12,705.00)	157.50
6200 4207	CMCC	0.00	0.00	0.00%	(20,253.33)	100.00%	(22,500.00)	0.00	0.00%	(20,253.33)	(20,253.33)
6200 4208	SMMHL	0.00	0.00	0.00%	0.00	0.00%	(2,500.00)	0.00	0.00%	0.00	0.00
6200 4209	Adult Leag	0.00	(20,326.25)	100.00%	(9,513.75)	100.00%	(130,000.00)	(97,221.25)	74.79%	(103,795.63)	(6,574.38)
6200 4210	YouthOther	0.00	0.00	0.00%	(6,479.16)	100.00%	(1,500.00)	(4,238.00)	282.53%	(15,971.16)	(11,733.16)
6200 4211	HS/MS Othe	0.00	(1,000.00)	100.00%	0.00	0.00%	(15,000.00)	(4,785.00)	31.90%	(1,960.00)	2,825.00
6200 4212	Ice R-Twin	0.00	(10,161.00)	100.00%	0.00	0.00%	(60,000.00)	(28,904.00)	48.17%	(1,720.48)	27,183.52
6200 4215	Freestyl	0.00	(200.00)	100.00%	(215.00)	100.00%	(7,500.00)	(2,385.00)	31.80%	(4,970.00)	(2,585.00)
6200 4220	Camps/Clin	0.00	0.00	0.00%	0.00	0.00%	(50,000.00)	(11,560.00)	23.12%	(21,010.00)	(9,450.00)
6200 4221	Tournament	0.00	(16,740.00)	100.00%	(17,272.50)	100.00%	(50,000.00)	(35,644.13)	71.29%	(66,505.06)	(30,860.93)
6200 4222	BirthdayPa	0.00	0.00	0.00%	0.00	0.00%	(500.00)	0.00	0.00%	0.00	0.00
6200 4223	Private Re	0.00	(940.00)	100.00%	(1,935.00)	100.00%	(60,000.00)	(22,971.67)	38.29%	(17,875.00)	5,096.67
6200 4224	Public Ska	0.00	(1,075.00)	100.00%	(2,400.00)	100.00%	(20,000.00)	(10,157.50)	50.79%	(21,345.00)	(11,187.50)
6200 4225	ShinnyHock	0.00	(1,680.00)	100.00%	0.00	0.00%	(4,000.00)	(5,835.00)	145.88%	(890.00)	4,945.00
6200 4240	Programs	0.00	0.00	0.00%	0.00	0.00%	(20,000.00)	0.00	0.00%	0.00	0.00
6200 4250	NonIceFac	0.00	0.00	0.00%	(5,618.46)	100.00%	(55,000.00)	(30,850.00)	56.09%	(31,215.94)	(365.94)
6200 4252	Skates	0.00	(315.00)	100.00%	(715.00)	100.00%	(6,000.00)	(3,905.00)	65.08%	(2,430.00)	1,475.00
6200 4260	Concession	0.00	0.00	0.00%	0.00	0.00%	(16,500.00)	(13,000.00)	78.79%	0.00	13,000.00
6200 4261	PepsiMachi	0.00	0.00	0.00%	0.00	0.00%	(3,000.00)	(978.62)	32.63%	(1,348.45)	(369.83)
6200 4262	GameMachin	0.00	0.00	0.00%	0.00	0.00%	(2,000.00)	0.00	0.00%	0.00	0.00
6200 4263	Food Vendi	0.00	0.00	0.00%	0.00	0.00%	(2,000.00)	(475.20)	23.75%	(733.25)	(258.05)
6200 4265	Pro Shop	0.00	0.00	0.00%	(1,170.00)	100.00%	(7,000.00)	(5,187.00)	74.10%	(4,095.00)	1,092.00
6200 4270	Sponsors	0.00	(8,514.66)	100.00%	(3,500.00)	100.00%	(186,000.00)	(145,591.80)	78.28%	(134,381.70)	11,210.10

Expenditures:

The operating expenses for Norway Arena through March 2024 were \$661,874. These expenses include personnel costs, supplies, utilities, repairs, capital purchases and maintenance. Table 2 reflects expenditures for the current year with comparison for the same period a year ago. Total expenditures represent an 85.30% increase over YTD FY23.



Monthly Budget Report - Expenditures - March



		Mar-24			Mar-23		2024 YTD			2023 YTD	
Account Number	Account Desc	Budget	Actual	% Used	Actual	% Used	Budget	Actual	% Used	Actual	Variance
6200 Norway Savings Bank Arena		0.00	67,673.11	100.00%	52,949.53	100.00%	881,871.55	661,874.25	75.05%	564,627.25	\$ 97,247.00
0065 Norway Savings Bank Arena		0.00	67,673.11	100.00%	52,949.53	100.00%	881,871.55	661,874.25	75.05%	564,627.25	97,247.00
		0.00	67,673.11	100.00%	52,949.53	100.00%	881,871.55	661,874.25	75.05%	564,627.25	97,247.00
6200 611000	Salaries	0.00	27,568.10	100.00%	33,151.55	100.00%	231,095.00	247,506.58	107.10%	234,147.10	13,359.48
6200 612000	Part Time	0.00	6,883.78	100.00%	6,583.85	100.00%	60,000.00	54,990.67	91.65%	50,274.61	4,716.06
6200 612008	Programs	0.00	0.00	0.00%	0.00	0.00%	10,000.00	18.50	0.18%	2,243.00	(2,224.50)
6200 613030	Police Tim	0.00	0.00	0.00%	(845.00)	100.00%	0.00	7,312.50	100.00%	845.00	6,467.50
6200 614015	EarnedPdLv	0.00	0.00	0.00%	0.00	0.00%	0.00	152.01	100.00%	0.00	152.01
6200 615000	Uniform Al	0.00	0.00	0.00%	0.00	0.00%	0.00	260.02	100.00%	286.96	(26.94)
6200 620000	Advertisin	0.00	0.00	0.00%	0.00	0.00%	2,000.00	0.00	0.00%	0.00	0.00
6200 628000	PS - Gen/P	0.00	0.00	0.00%	0.00	0.00%	14,000.00	4,162.97	29.74%	957.73	3,205.24
6200 628003	PS - Drug	0.00	0.00	0.00%	0.00	0.00%	400.00	68.00	17.00%	0.00	68.00
6200 628014	PS - Solid	0.00	61.32	100.00%	58.89	100.00%	600.00	508.01	84.67%	542.52	(34.51)
6200 628019	Repairs -	0.00	69.79	100.00%	3,089.00	100.00%	50,000.00	31,566.63	63.13%	42,746.18	(11,179.55)
6200 628020	Repairs -	0.00	0.00	0.00%	0.00	0.00%	4,000.00	2,091.69	52.30%	2,479.66	(387.97)
6200 628021	Repairs -	0.00	0.00	0.00%	0.00	0.00%	4,000.00	1,665.42	41.63%	2,201.44	(536.02)
6200 628026	Repairs -	0.00	0.00	0.00%	0.00	0.00%	0.00	8,424.00	100.00%	0.00	8,424.00
6200 628033	Rent	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00%	0.00	0.00
6200 628051	PSCleaning	0.00	2,090.00	100.00%	2,605.00	100.00%	19,235.00	15,580.00	81.00%	16,060.00	(480.00)
6200 628065	COVID19	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00%	0.00	0.00
6200 628070	PS-Securit	0.00	384.94	100.00%	1,138.60	100.00%	4,900.00	5,633.12	114.96%	6,065.44	(432.32)
6200 629000	Training &	0.00	0.00	0.00%	1,370.30	100.00%	5,000.00	4,501.60	90.04%	3,385.30	1,116.30
6200 632000	Dues & Sub	0.00	0.00	0.00%	477.00	100.00%	7,412.00	4,699.80	63.41%	5,023.50	(323.70)
6200 633000	Office Sup	0.00	0.00	0.00%	0.00	0.00%	2,000.00	275.32	13.75%	0.00	275.32
6200 633001	Other Sup	0.00	2,634.78	100.00%	3,707.33	100.00%	71,800.00	61,127.00	85.14%	28,341.28	32,785.72
6200 633002	ADV SIG	0.00	4.00	100.00%	20.00	100.00%	3,000.00	429.70	14.33%	1,559.71	(1,130.01)
6200 633021	Other Sup	0.00	0.00	0.00%	0.00	0.00%	4,000.00	1,531.22	38.28%	2,000.29	(469.07)
6200 633030	MV Sup - G	0.00	0.00	0.00%	7.81	100.00%	0.00	123.45	100.00%	25.74	97.71
6200 640000	Comm - Tel	0.00	305.24	100.00%	41.40	100.00%	5,000.00	2,704.78	54.10%	2,408.17	296.61
6200 640001	Comm-Cable	0.00	247.56	100.00%	690.21	100.00%	2,500.00	1,992.07	79.68%	2,653.40	(661.33)
6200 641000	Utilities	0.00	0.00	0.00%	0.00	0.00%	46,000.00	6,530.78	14.20%	19,528.37	(12,997.59)
6200 641001	Utilities	0.00	0.00	0.00%	0.00	0.00%	34,500.00	19,883.13	57.63%	21,154.06	(1,270.93)
6200 641002	Utilities	0.00	26,565.08	100.00%	0.00	0.00%	176,000.00	26,565.08	15.09%	54,221.81	(27,656.73)
6200 641003	Utilities	0.00	858.52	100.00%	853.59	100.00%	3,000.00	6,747.20	224.90%	2,882.29	3,864.91
6200 642000	Comm - Pos	0.00	0.00	0.00%	0.00	0.00%	150.00	0.00	0.00%	0.00	0.00
6200 645000	Insurance	0.00	0.00	0.00%	0.00	0.00%	31,000.00	43,223.00	139.43%	33,538.00	9,685.00
6200 650000	CAPITAL OU	0.00	0.00	0.00%	0.00	0.00%	90,279.55	101,600.00	112.54%	29,055.69	72,544.31
6200 659000	Depreciati	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00%	0.00	0.00
6200 900001	TRANSFER O	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00%	0.00	0.00

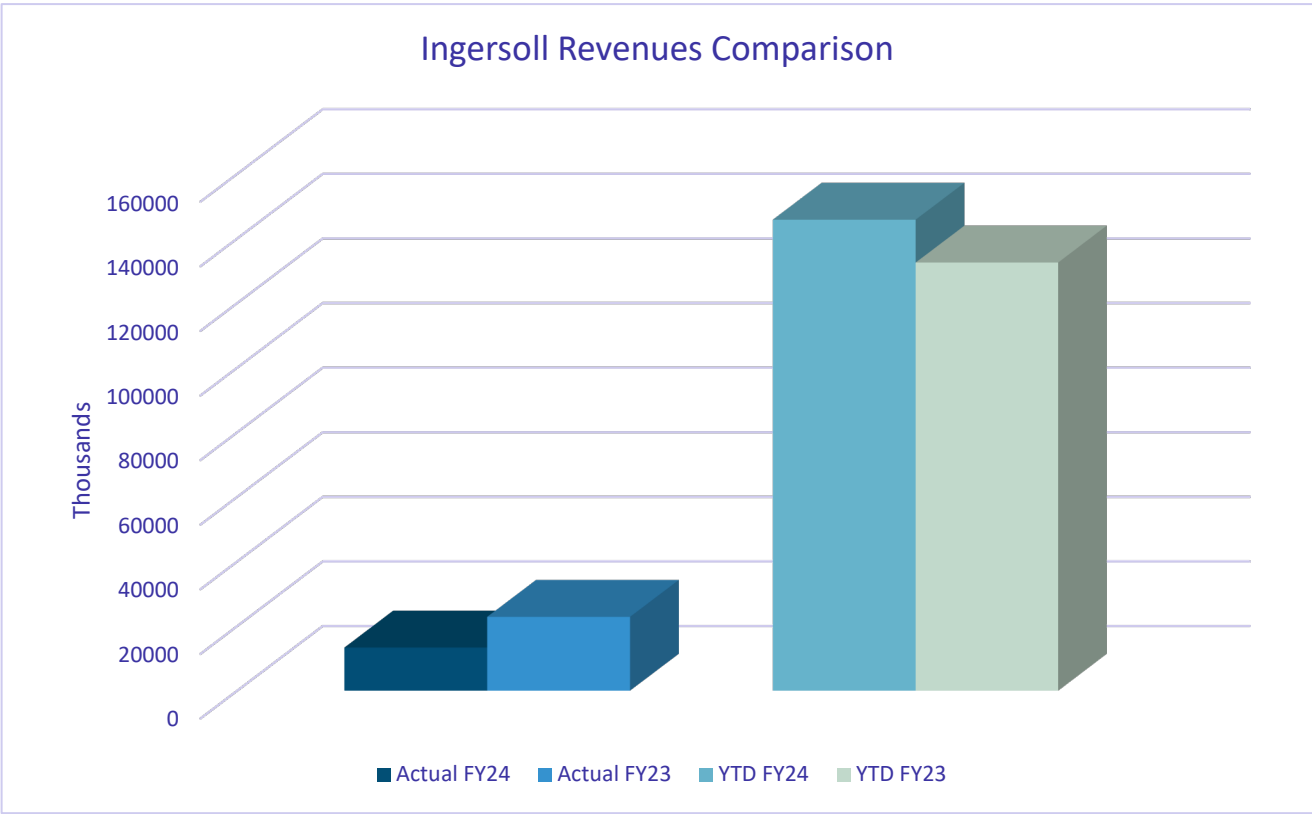
Ingersoll Turf Facility

for the Period Ended March 31, 2024

As of March 2024, Ingersoll Turf Facility had an operating gain YTD of \$128,496.

Revenues:

The operating revenues for Ingersoll through March 2024 are \$145,834. This revenue comes from sponsorships, programs, rental income, and batting cages. Table 1 reflects revenues collected for the current year with comparison for the same period a year ago. Total revenues represent a 90.9% increase over FY23, the most significant of which resulted from Sponsorships and Rental Income.



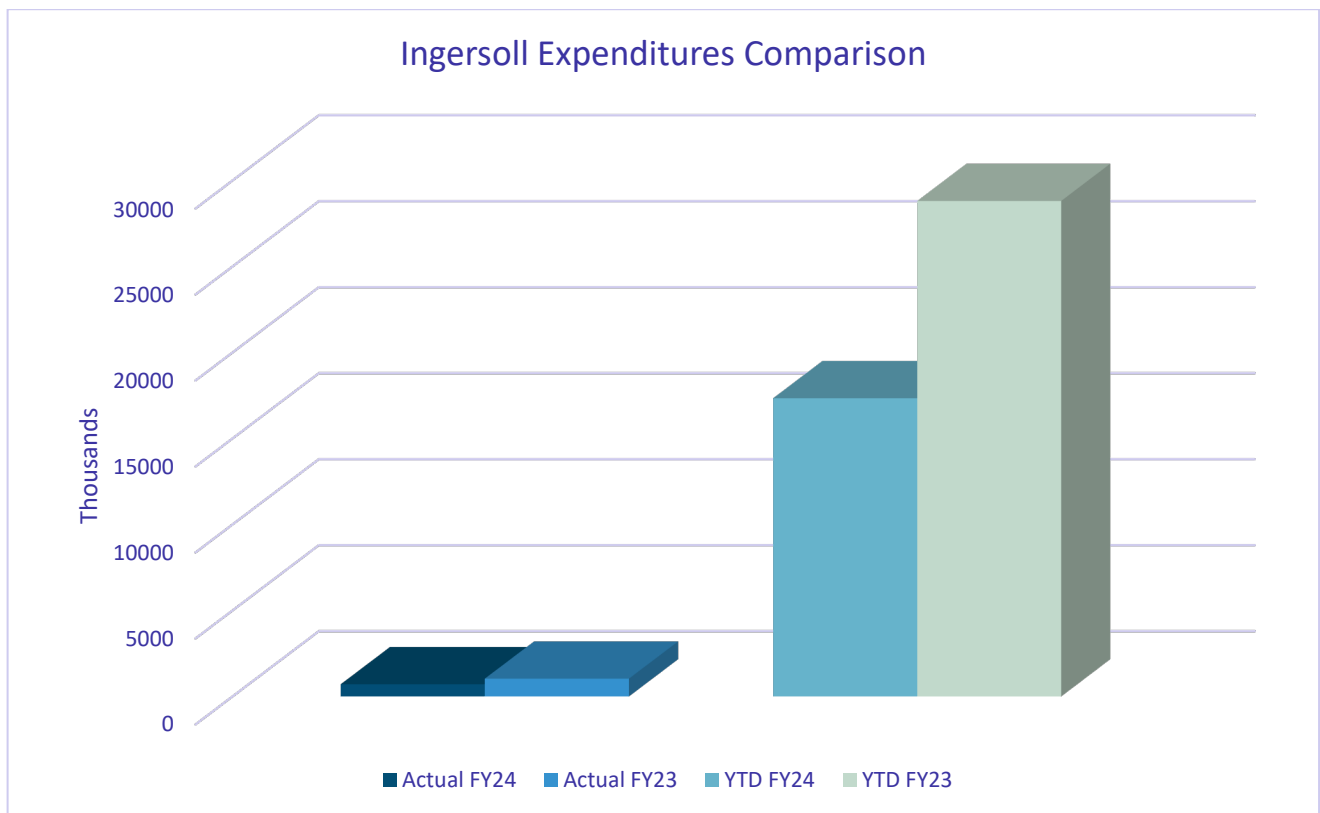
Monthly Budget Report - Revenues - March



Account Number	Account Desc	MAR 2024			MAR 2023		2024 YTD			2023 YTD	Variance
		Budget	Actual	% Used	Actual	% Used	Budget	Actual	% Used	Actual	
6100 Ingersoll Turf Facility		0.00	(13,355.58)	100.00%	(22,857.57)	100.00%	0.00	(145,834.22)	100.00%	(132,563.36)	\$ (13,270.86)
0030 Recreation		0.00	(13,355.58)	100.00%	(22,857.57)	100.00%	0.00	(145,834.22)	100.00%	(132,563.36)	13,270.86
		0.00	(13,355.58)	100.00%	(22,857.57)	100.00%	0.00	(145,834.22)	100.00%	(132,563.36)	13,270.86
6100 420070	Sponsorshi	0.00	(500.00)	100.00%	(500.00)	100.00%	0.00	(9,025.00)	100.00%	(3,000.00)	6,025.00
6100 420800	CAGES	0.00	(1,455.00)	100.00%	(3,617.00)	100.00%	0.00	(17,972.50)	100.00%	(12,947.00)	5,025.50
6100 420903 TF01	Programs	0.00	(1,810.00)	100.00%	(785.00)	100.00%	0.00	(14,159.00)	100.00%	(15,420.00)	(1,261.00)
6100 420903 TF02	Youth Soft	0.00	0.00	0.00%	0.00	0.00%	0.00	(1,457.50)	100.00%	(7,632.50)	(6,175.00)
6100 420903 TF04	Programs	0.00	(100.00)	100.00%	(395.00)	100.00%	0.00	(1,605.00)	100.00%	(2,505.00)	(900.00)
6100 420903 TF06	Programs	0.00	0.00	0.00%	0.00	0.00%	0.00	(5,220.00)	100.00%	(3,575.00)	1,645.00
6100 422000	Investment	0.00	(445.58)	100.00%	(183.57)	100.00%	0.00	(3,922.82)	100.00%	(998.86)	2,923.96
6100 429010	Rental Inc	0.00	(9,045.00)	100.00%	(17,377.00)	100.00%	0.00	(92,472.40)	100.00%	(86,485.00)	5,987.40
Grand Total:		0.00	(13,355.58)	100.00%	(22,857.57)	100.00%	0.00	(145,834.22)	100.00%	(132,563.36)	13,270.86

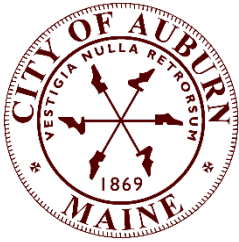
Expenditures:

The operating expenses for Ingersoll through March 2024 were \$17,338. These expenses include supplies, repairs, capital purchases and maintenance. Table 2 reflects expenditures for the current year with comparison for the same period a year ago. Total expenditures represent a 60.18% increase over YTD FY23, consistent with increased cost of services and goods.



Monthly Budget Report - Expenditures - March

Account Number	Account Desc	MAR 2024			MAR 2023		2024 YTD			2023 YTD	Variance
		Budget	Actual	% Used	Actual	% Used	Budget	Actual	% Used	Actual	
6100 Ingersoll Turf Facility		0.00	708.51	100.00%	1,034.87	100.00%	18,802.39	17,337.98	92.21%	28,810.38	\$ (11,472.40)
0030 Recreation		0.00	708.51	100.00%	1,034.87	100.00%	18,802.39	17,337.98	92.21%	28,810.38	(11,472.40)
		0.00	708.51	100.00%	1,034.87	100.00%	18,802.39	17,337.98	92.21%	28,810.38	(11,472.40)
6100 611000	Salaries	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00%	172.50	(172.50)
6100 612000	Part Time	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00%	0.00	0.00
6100 612000 TF02	Part Time	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00%	317.40	(317.40)
6100 633033	PROGRAM	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00%	1,915.00	(1,915.00)
6100 633033 TF01	COEDSoccer	0.00	650.00	100.00%	640.00	100.00%	0.00	4,278.00	100.00%	3,732.00	546.00
6100 633033 TF02	Youth Soft	0.00	0.00	0.00%	394.87	100.00%	0.00	244.41	100.00%	5,126.33	(4,881.92)
6100 633033 TF04	BDay	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00%	450.00	(450.00)
6100 633033 TF06	MISC EXP	0.00	0.00	0.00%	0.00	0.00%	0.00	3,733.98	100.00%	1,320.00	2,413.98
6100 640000	Comm - Tel	0.00	58.51	100.00%	0.00	0.00%	0.00	526.59	100.00%	0.00	526.59
6100 650000	CAPITAL OU	0.00	0.00	0.00%	0.00	0.00%	0.00	8,555.00	100.00%	14,135.75	(5,580.75)
6100 651069	RecStudy	0.00	0.00	0.00%	0.00	0.00%	18,802.39	0.00	0.00%	1,641.40	(1,641.40)
Grand Total:		0.00	708.51	100.00%	1,034.87	100.00%	18,802.39	17,337.98	92.21%	28,810.38	(11,472.40)



City of Auburn City Council Information Sheet

Council Workshop or Meeting Date: June 3, 2024

Subject: Executive Session

Information: Executive Session pursuant to 1 M.R.S.A. Section 405(6) (A) to discuss a personnel matter.

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

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

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

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

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

C. Discussion or consideration of the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development only if premature disclosures of the information would prejudice the competitive or bargaining position of the body or agency;

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

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

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

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

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