



**City Council Workshop & Meeting
November 20, 2017
Agenda**

5:30 P.M. Workshop

- A. Norway Savings Bank / Maine Hockey Management Group Presentation – Jason Paquin (15 minutes)
- B. Norway Savings Bank Arena: Concessions & Tavern Services – Jason Paquin and Denise Clavette (10 minutes)
- C. Memorandum of Understanding (Newbury Street Community Garden) – Yvette Bouttenot and Michael Chamblings (10 minutes)
- D. Draft FY 2018 Workplan – Peter Crichton and Denise Clavette (30 minutes)
- E. Spring Street Order Amendment – Michael Malloy and Michael Chamblings (10 minutes)

7:00 P.M. City Council Meeting

Roll call votes will begin with Councilor Stone

Pledge of Allegiance

- I. **Consent Items** – All items listed with an asterisk (*) are considered as routine and will be approved in one motion. There will be no separate discussion of these items unless a Councilor or citizen requests. If requested, the item will be removed from the consent agenda and considered in the order it appears on the agenda.
- II. **Minutes**
 - November 6, 2017 Regular Council Meeting
- III. **Communications, Presentations and Recognitions**
 - Recognition – St. Dominic Academy Women’s Field Hockey Team
 - Presentation – Jam the Gym Night
 - Presentation – EL Student Fan Section
- IV. **Open Session** - Members of the public are invited to speak to the Council about any issue directly related to City business which is *not on this agenda*.
- V. **Unfinished Business**
 - 1. **Ordinance 13-11062017**
Amending the Code of Ordinances, Chapter 60 (Zoning), Sec. 60-2 (Definitions). Second reading.

VI. New Business

2. Order 108-11202017

Amending the Downtown Development and Tax Increment Financing (TIF) District #10 to remove a portion of the district including a parcel on Troy Street. Public hearing.

Establishing an Affordable Housing Development and Tax Increment Financing District (TIF) #22 to designate a parcel on Hampshire Street and Troy Street. Public hearing.

3. Order 109-11202017

Amending the Affordable Housing Development and Tax Increment Financing (TIF) District #21 located at 477 Minot Avenue. Public hearing.

4. Order 110-11202017

Authorizing the City Manager to execute the Collective Bargaining Agreement between the City of Auburn and the Police MAP Patrol and Detective from 7/1/2017 through 6/30/2020.

5. Order 111-11202017

Authorizing the City Manager to sign the Memorandum of Understanding for the Newbury Street Community Garden.

6. Order 112-11202017

Amendment to the Commitment of HOME Funds to the 62 Spring Street Project. Updated Borrower Designation.

VII. Reports

a. Mayor's Report

b. City Councilors' Reports

c. City Manager Report

d. Finance Director, Jill Eastman – October 2017 Monthly Finance Report

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

IX. Executive Session - None

X. Adjournment



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date:

Author: Jason Paquin

Subject: Norway Savings Bank Arena / Maine Hockey Management Group Presentation

Information: Norway Savings Bank Arena Staff has had ongoing conversations with Maine Hockey Management Group over the past 9 months to discuss the potential of hosting a Jr. Hockey Team in the City of Auburn Maine. At this time, we feel it is appropriate to make the Ownership group's intentions public knowledge as we work toward the development of a mutually beneficial contract between the City and Maine Hockey Management Group.

City Budgetary Impacts: Positive Gain for Arena Budget, Increased Restaurant revenues

Staff Recommended Action: None at this time.

Previous Meetings and History:

Executive session

City Manager Comments:

I concur with the recommendation. Signature: _____

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Attachments: Overview of Previous City Staff / Ownership Group discussions

The Norway Savings Bank Arena Staff has been in discussions with the Maine Hockey Management Group since February of 2017 to examine the potential of hosting a Jr. Hockey Team in the City of Auburn. The group quickly identified Norway Savings Bank Arena as a target location due to the newer construction, size, central location and community connection the group has with Auburn. During this process, the involvement of Arena Staff, former Acting City Manager, John Bubier, Assistant City Manager, Denise Clavette, City Manager Peter Crichton, Owner / General Manager Ben Gray, and Owner, Ken Hodge; have all played key roles in the development of this opportunity. Through this process, the Group is looking to secure a multi-year contract permitting them to call Auburn home.

The Group has desires to utilize historically unused daytime ice during the week, which provides increased activity for the facility and will play a 30-game home schedule. Game dates will be structured to not interfere with annual tournaments and events, taking place on Friday and Saturday Evenings between August and April. Through the discussions between Arena Management and the Group, it has been clear that there is no desire to bring an additional youth hockey program into the facility along with the junior program, but rather serve the current youth hockey groups throughout the State and becoming Maine's Premier Junior Hockey Team.

Maine Hockey Management Group is committed to icing a competitive hockey program year after year in a non-pay to play league. The Caliber of the players participating in these types of leagues are potential Division I and Division III commits and will provide a pathway to the next level of hockey, the first of it's kind in Central Maine. The Group has identified an announcement date of December 1st, 2017 pending the approval of a multi-year contract.



City of Auburn
City Council Information Sheet

Council Workshop or Meeting Date: November 20, 2017

Author: Jason Paquin, Denise Clavette, Derek Boulanger

Subject: Norway Savings Bank Arena: Concessions & Tavern Services

Information: The City of Auburn sent out an RFP for the Norway Savings Bank Arena Concessions & Tavern Services contract. The City received one proposal, and is in the process of discussing the terms for a contract to Michael P. Violette, d/b/a Upper Level Pizza & Grille. The proposal will be for operating the restaurant portion of the arena, and not the tavern portion.

Michael has “extensive customer service background, 20 years in the restaurant industry and involvement with hockey in the Auburn community”, as stated in his proposal. The contract being worked on, in anticipation of approval at the November 27, 2017 City Council special meeting, includes terms for a 5 year contract, monthly rental, commissions on all sales, and additional revenue on the anticipated junior hockey league team games. Concessions will be open consistently throughout the winter hockey season, and during scheduled events as well. This will provide an essential service for the patrons of the Norway Savings Bank Arena, and greater community of Auburn.

City Budgetary Impacts: Positive revenue estimates: Rental revenue anticipated to be \$14,000 years one and two, and \$17,000 years 3 – 5. Commission of 10% on total sales.

Staff Recommended Action: None at this workshop; anticipated to bring contract forward at the November 27, 2017 City Council special meeting.

Previous Meetings and History:
Executive session

City Manager Comments:

I concur with the recommendation. Signature: _____

Attachments: None



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: November 20, 2017

Order: 111-11202017

Author: Yvette Bouttenot, Community Development Manager

Subject: Memorandum of Understanding (MOU) – Newbury Street Community Garden

Information: The City Council voted to approve funding for the City's second Community Garden at 88 Newbury Street, a city-owned lot located in the New Auburn target Area at its meeting of May 15, 2017. The funds have been allocated from the FFY2017 CDBG Budget and conforms with the 5 year Consolidated Plan. The MOU identifies the scope of the project, the allowable use of the lot, the responsibilities of the parties involved and the term for the use as a community garden. The language is taken from the MOU used for the Webster Street Community Garden.

City Budgetary Impacts: The program will be funded with CDBG Funds of \$22,000 from the FFY2017 budget. There is no City Budget funding for this program.

Staff Recommended Action: Consent to sign the Memorandum of Understanding between the City of Auburn and St. Mary's Nutrition Center.

Previous Meetings and History: May 15, 2017 City Council Meeting approving the FFY2017 Action Plan.

City Manager Comments:

I concur with the recommendation. Signature: _____

A handwritten signature in blue ink, appearing to read "Peter J. Coakley", is written over a horizontal line.

Attachments: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

St. Mary's Nutrition Center
City of Auburn – Community Garden at lot 221-064
88 Newbury Street, Auburn, Maine

This document shall represent a mutual understanding of a legal agreement between the City of Auburn (hereafter referred to as “the City”) and the St. Mary's Nutrition Center, part of St. Mary's Regional Medical Center (hereafter referred to as “NC”).

SCOPE

The scope of this project involves the NC continuing to support the Auburn Community Garden Initiative (ACGI) Coordinating Team to lead the coordination of construction, operation and maintenance of a community garden at the former house lot 221-064 of 88 Newbury Street, Auburn, Maine as part of the 2015-2019 Consolidated Plan for the City of Auburn and the Lewiston Community Development Block Grant (CDBG) which lists as a priority the creation and establishment of at least three distinct community gardens in the three underserved neighborhoods of Union street, Downtown and New Auburn.

The scope of this project shall also include the installation of a fence for security, the installation of water access (possibly in the form of spigot using an already existing “Tap” service pipe and isolation valve (curb stop)), the installation of a garden sign, the construction of a shed to store tools and equipment, the construction of compost bins to store plant debris, the construction of raised beds for individual and family garden plots and the planting of flowering and fruiting plants along the perimeter of the garden. All work and actions shall meet all requirements of local, state and federal regulations and codes.

COORDINATION

The development and implementation of the community garden at 88 Newbury Street will be jointly managed by the ACGI Coordinating Team (hereafter referred to as “the ACGI Team”) with the NC serving as lead coordinator. The composition of the ACGI Team may evolve over time to meet the needs of the project, but will always include a representative from the City of Auburn. Currently, the ACGI is comprised of the Androscoggin Land Trust, University of Maine Cooperative Extension, the Community Development Manager and the Recreation Director of the City of Auburn, a Master Gardener Volunteer, area residents, and staff of the St. Mary's Nutrition Center. Representatives will provide guidance and approval for decisions throughout the project, as well as participate in regularly scheduled ACGI Team meetings, regular email correspondences, and periodic conversations as needed to execute different stages of the project.

COMMUNICATION

Both the City and the NC shall designate a primary and secondary contact person to act as representatives throughout the project. All communications, documents, etc. shall be coordinated through these individuals during regular ACGI Team meetings and scheduled

conversations outside of these meetings. Until otherwise stated, the primary contact person on behalf of the City shall be the Community Development Manager and the primary contact person from the NC will be the Executive Director. Secondary contact people will be designated at a future time.

RESOURCES

Upon signing this agreement, the following commitments will be considered approved:

City of Auburn CDBG Budget - \$22,000	
Construction of the garden	\$15,000
Garden Coordinator	\$ 7,000

The ACGI Team will be jointly responsible for raising any additional funds and in-kind donations needed to successfully complete the second garden at 88 Newbury Street.

PLANS

The size of the garden will be approximately 100' x 75' and provide at a minimum 25 garden plots available for season one. There is potential for additional garden plots in future years.

- 1) The ACGI Team, along with community input, shall produce plans and specifications for the garden at 88 Newbury Street including but not limited to:
 - a. A site plan identifying and locating project components.
 - b. Sufficient details and specifications to illustrate methods of construction, the location of the tool shed and all component materials of fencing and grading.
- 2) City departments, through participation in the ACGI Team, shall approve the plans and specifications for a garden at 88 Newbury Street.
 - a. The ACGI Team shall provide all plan information, product and performance specifications as needed by the City.
 - b. The City shall review documents for compliance with departmental standards and provide feedback and suggest corrections or additional data.
 - c. Corrections/additional data requested by the City shall be provided by the ACGI Team and resubmitted for another review and final approval.

PERMITS

- 1) The City shall inform the NC which improvements, if any, require permits or licensing.
- 2) If the City determines that permits are required, the NC with support from the ACGI Team will obtain necessary permits required for construction, demolition, or reconstruction.

CONSTRUCTION

- 1) All construction plans will be coordinated and approved by City representatives serving as members of the ACGI Team prior to construction taking place.

- 2) The NC will coordinate with Auburn Water District to re-establish water in that area from existing equipment and coordinate seasonal activation and de-activation of the access point each year.

OWNERSHIP/MAINTENANCE

Lot 221-064 will remain City owned. Responsibility for operations and maintenance for the community garden at 88 Newbury Street will be jointly held by the ACGI Team and the City of Auburn.

- 1) Maintenance of the fenced garden area and designated perimeter plantings will be coordinated by the ACGI Team and executed in large part by community volunteers and residents. The Public Services Department will continue to maintain and mow the remaining areas of 88 Newbury Street that are not within the garden or perimeter bed.
- 2) ACGI Team representatives from the City will help to ensure maintenance practices are being followed.

LIABILITY

The City, as owner of the lot and any improvements and infrastructure contained or built upon it, will maintain liability for the lot's use as a community garden.

PARAMETER OF USE

This document acknowledges that the former house lot at 88 Newbury Street will be designated for use as a community garden space with leadership being provided by the NC with support from the ACGI Team.

The NC commits to ensuring that the space will be used for the purposes of a community garden and uses ancillary thereto and no other, and work to provide opportunities for individuals and families to grow food in distinct plots and support them in this activity through a community garden program that is supported by the ACGI Team as well as additional volunteers.

PERFORMANCE MEASURES

The Coordinating Team will assess the success of the 2nd community garden using the following end of season performance measures:

- 20-25 households engaged as community gardeners
- 75% of community gardeners that successfully complete growing season
- 60% of gardeners that report increase in household vegetable consumption
- 65% of gardeners that report that they feel more connected to community and neighbors
- 70% of gardeners that report that they have greater confidence in growing their own food
- A minimum of ten volunteers engaged

- A minimum of five partner organizations and businesses involved through volunteering or in-kind support

A final expense report will be provided by the Coordinating Team to the City Manager by November 30, 2018.

TERM, RENEWAL, AND ASSIGNMENT

The term of use for the lot at 88 Newbury Street as a community garden space, and uses ancillary thereto and no other, will be 5 years from the day this document is signed. This MOU will automatically renew for an additional term of 5 years on the same terms and conditions unless the NC or the City provides written notice of its intent to terminate before the end of the term. This agreement is not assignable without express written consent of the other party.

TERMINATION

Both the NC and the City reserve the right to terminate this agreement in the middle of the term at any time after completion of the first 5-year term (Enter date).

- 1) Termination Request – Request for termination shall be submitted in writing to the other party involved in this agreement
 - a. Should the NC terminate this agreement, another member of the Team will be allowed to enter into an agreement with the City to maintain and coordinate the garden.
 - b. Should the City terminate this agreement, the City agrees to facilitate transition of the garden and infrastructure investments to another lot within the City of Auburn, deemed suitable by the ACGI Team, within (180) days from the date of request for termination.
- 2) During the 180 day termination period, the ACGI Team has the option to continue use of space as agreed upon in this document without interference from the terminating party.
- 3) Once the terms of the Termination request have been agreed upon, the City and the NC will draft a document evidencing termination of use of 88 Newbury Street as a community garden space in recordable form.

The undersigned do hereby agree to the terms and conditions of this agreement as stated herein:

Concur: _____ Date: _____

Peter J. Crichton
City Manager
City of Auburn, ME

Concur: _____ Date: _____

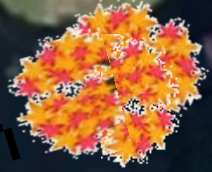
Elizabeth Keene
VP of Mission Integration
St. Mary's Health System

Gravel Parking Area
70' X 20' (7 spaces)



Entrance/Exit

Bulk Materials



Entrance/Exit

Newbury Street
Garden

Shed 10 x 10

Fruit Trees



Fence

87'

62'

80'

106'

Newbury St

Newbury St

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



Leroy Walker, Ward Five
Grady R. Burns, At Large
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 111-11202017

ORDERED, that the City Council hereby Authorizes the City Manager to sign the Memorandum of Understanding for the Newbury Street Community Garden.



City of Auburn, Maine

Office of the City Manager

www.auburnmaine.gov | 60 Court Street

Auburn, Maine 04210

207.333.6601

TO: Mayor and Council Members

FROM: Peter J. Crichton, City Manager

A handwritten signature in blue ink that reads "Peter".

DATE: November 16, 2017

RE: Workshop on FY18 Draft Work Plan

How time flies! This is my eighth month as city manager. When I was interviewed for this position and in the early days of my tenure, I am sure you will remember our conversations about creating a Work Plan for Auburn City Government that would help make an already effective organization into a more robust one with the theme of continuous excellence.

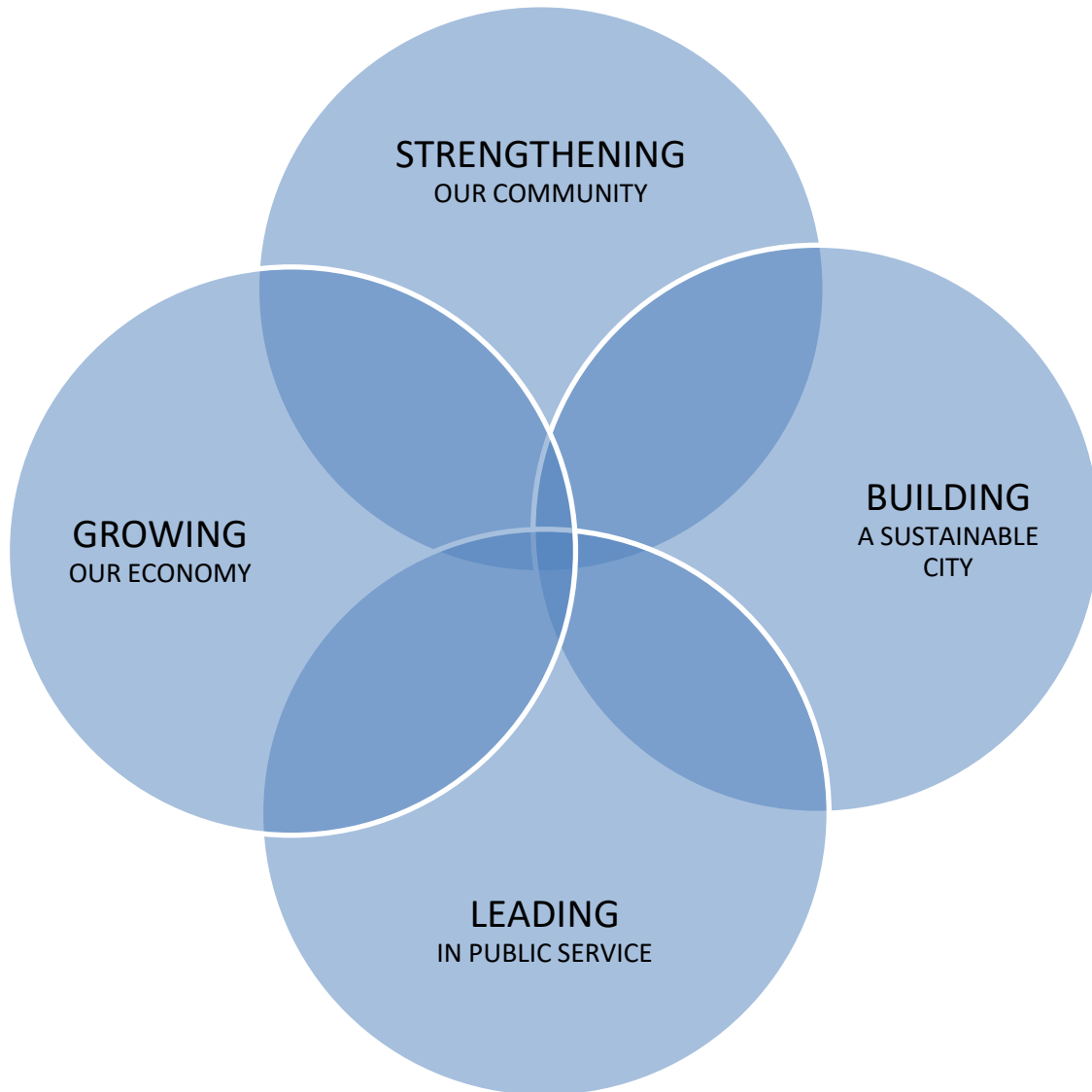
We have a talented and dedicated a staff -- who are committed to advancing the organization and providing quality services to the citizens of Auburn. The goal of this Work Plan is to get to the next level of excellence by focusing on the goals and initiatives of the Council while optimizing the leadership and abilities of our multi-talented staff.

When the first Workshop was held on the Work Plan in September with the Mayor, Council Members, and Department Directors, we began the process of formulating a Work Plan. That evening we discussed many excellent ideas and numerous Council initiatives. The direction from the Council was to sharpen the plan's focus, make the schools a larger part of the plan, and use the plan as a way to prioritize the wide spectrum of Council initiatives and City goals to become one of the best small cities in America.

I would like to thank the Department Directors, my Executive Assistant Jody Durisko, and in particular the Assistant City Manager Denise Clavette for taking the first draft of the Work Plan and turning it into a more manageable draft plan. Denise has utilized her good listening skills and multiple talents to further modify the draft Work Plan in preparation for this Workshop. After receiving your final comments, the next step will be to have a conversation with the next Mayor and City Council. Denise and I will then work with the Department Directors to define in much greater detail who is responsible for each goal, initiative, and their priority, as well as a timeline, and measures of accountability.

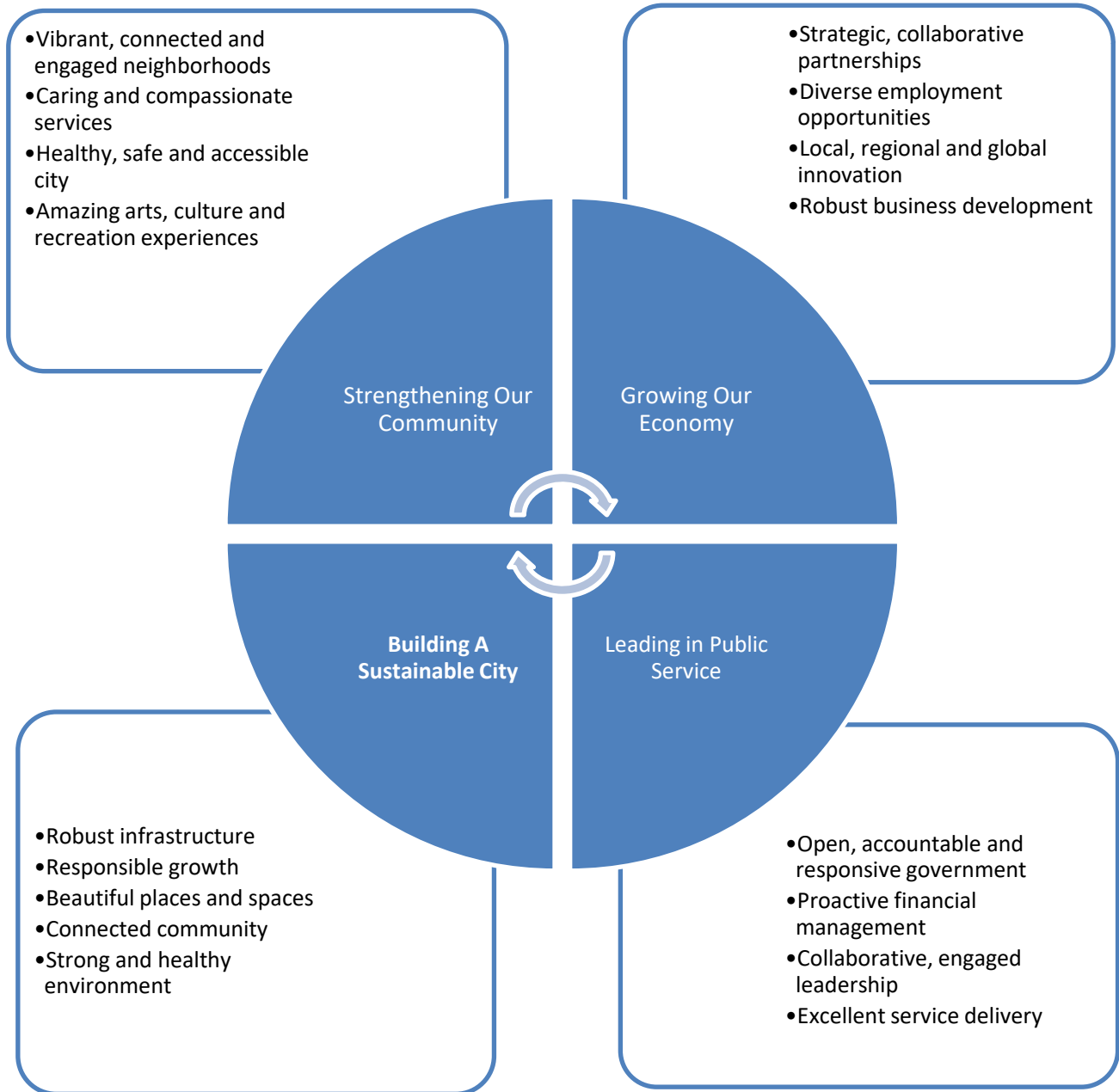
Thank you for this opportunity.

***DRAFT* City of Auburn FY18 Work Plan**

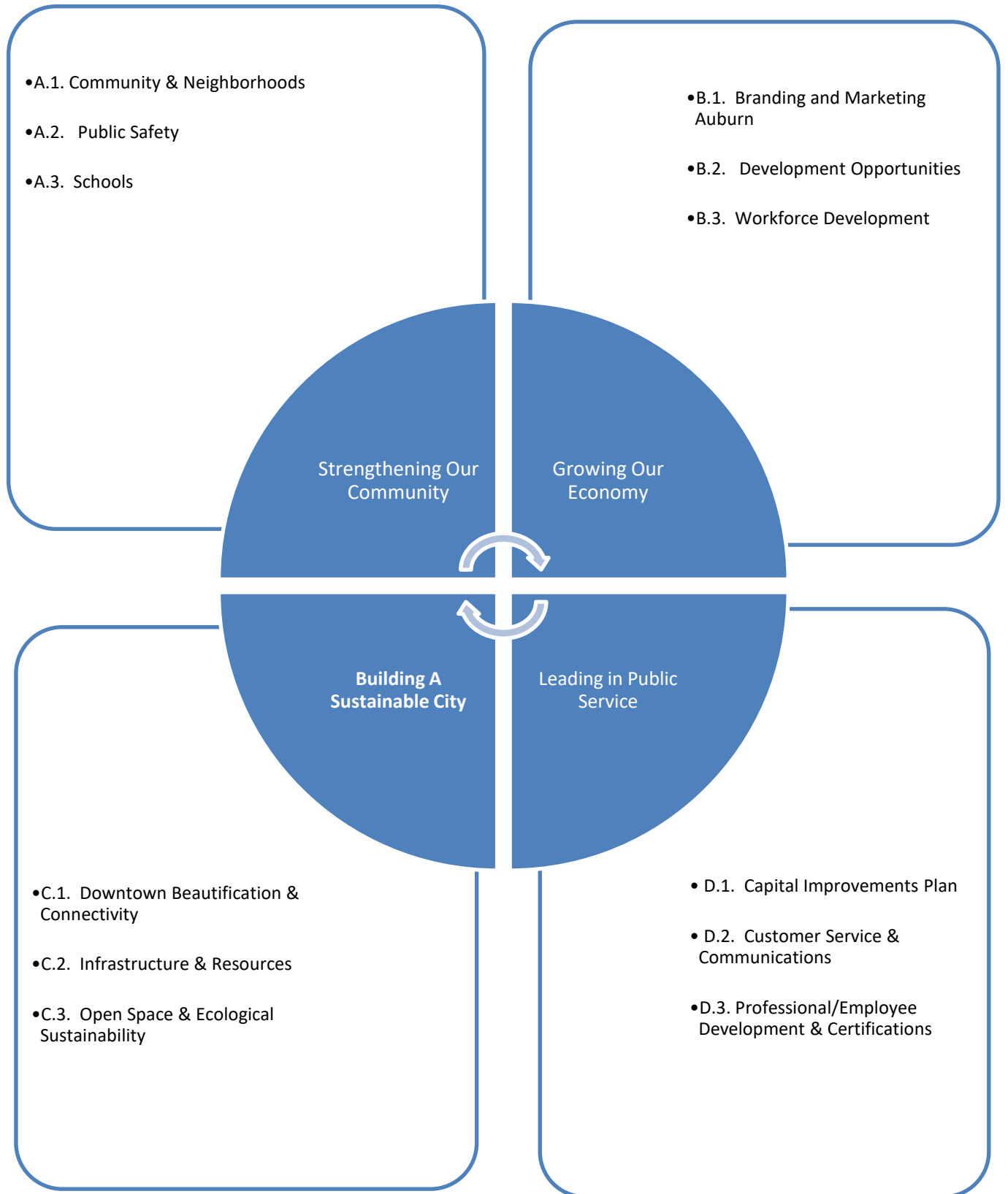


**Working together to increase property values and investment
in the City of Auburn**

Long Term Goals



FY 18 Work Plan Initiatives





City of Auburn
City Council Information Sheet

Council Workshop or Meeting Date: November 20, 2017 Order: 112-11202017

Author: Michael Chammings
Subject: Amendment to the Commitment of HOME Funds to the 62 Spring Street Project
Updated Borrower Designation

Information:

In 2015, the Council authorized the commitment of \$250,000 in HOME funds to the 62 Spring Street project, which will bring 41 housing units to the Downtown area, 32 of which will be low income housing and 9 of which will be market rate housing.

The funding request was first brought to the Council on behalf of Auburn Housing Development Corporation, which request was approved by the Council at its meeting on September 21, 2015, Order No. 9212015, and amended on September 12, 2016.

Since those meetings, the Project has formed a limited partnership, 62 Spring Street LP, to hold title to the property and to develop the project, with the support and assistance from the Auburn Housing Authority and the Housing Authority’s various wholly owned entities. The sole general partner of 62 Spring Street LP is AHDC Development, Inc.

Rather than require a loan to AHDC Development, Inc. or Auburn Housing Development Corp., staff propose amending the Council’s authority, as requested by the Developer, to allow for the loan to be made directly to the limited partnership which is permitted by the HOME regulations.

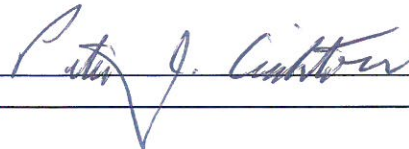
NOTE: The projected closing on this project is November 28, 2017, with groundbreaking expected in the following days. Loan documents have already been drafted and are in the final revision stage.

City Budgetary Impacts: None – The HOME funds have already been allocated to the 62 Spring Street project.

Staff Recommended Action: Approve the requested change in borrower from Auburn Housing Development Corporation to 62 Spring Street LP, authorize the Community Development Director, the City Manager, and the Assistant City Manager to execute a revised commitment letter and all other documents required for the closing of this transaction.

Previous Meetings and History: September 21, 2015; September 12, 2016

City Manager Comments:

I concur with the recommendation. Signature: 

Attachments:

24 C.F.R. § 92.300(a)(4) stating that rental housing is “sponsored” by the community development housing organization if it is “owned” or “developed” by a limited partnership of which the community housing development is the sole general partner.

Certificate of Limited Partnership of 62 Spring Street LP, stating in Article Fifth that the sole general partner is AHDC Development Inc.

ELECTRONIC CODE OF FEDERAL REGULATIONS

e-CFR data is current as of November 14, 2017

Title 24 → Subtitle A → Part 92 → Subpart G → §92.300

Title 24: Housing and Urban Development
PART 92—HOME INVESTMENT PARTNERSHIPS PROGRAM
Subpart G—Community Housing Development Organizations**§92.300 Set-aside for community housing development organizations (CHDOs).**

(a) Within 24 months after the date that HUD notifies the participating jurisdiction of HUD's execution of the HOME Investment Partnerships Agreement, the participating jurisdiction must reserve not less than 15 percent of the HOME allocation for investment only in housing to be owned, developed or sponsored by community housing development organizations. For a State, the HOME allocation includes funds reallocated under §92.451(c)(2)(i) and, for a unit of general local government, includes funds transferred from a State under §92.102(b). The participating jurisdiction must certify the organization as meeting the definition of "community housing development organization" and must document that the organization has capacity to own, develop, or sponsor housing each time it commits funds to the organization. For purposes of this paragraph:

(1) Funds are reserved when a participating jurisdiction enters into a written agreement with the community housing development organization (or project owner as described in paragraph (a)(4) of this section) committing the funds to a specific local project in accordance with paragraph (2) of the definition of "commitment" in §92.2.

(2) Rental housing is "owned" by the community housing development organization if the community housing development organization is the owner in fee simple absolute of multifamily or single family housing (or has a long term ground lease) for rental to low-income families in accordance with §92.252. If the housing is to be rehabilitated or constructed, the community housing development organization hires and oversees the developer that rehabilitates or constructs the housing. At minimum, the community housing development organization must hire or contract with an experienced project manager to oversee all aspects of the development, including obtaining zoning, securing non-HOME financing, selecting a developer or general contractor, overseeing the progress of the work and determining the reasonableness of costs. The community housing development organization must own the rental housing during development and for a period at least equal to the period of affordability in §92.252. If the CHDO acquires housing that meets the property standards in §92.251, the CHDO must own the rental housing for a period at least equal to the period of affordability in §92.252.

(3) Rental housing is "developed" by the community development housing organization if the community housing development organization is the owner of multifamily or single family housing in fee simple absolute (or has a long term ground lease) and the developer of new housing that will be constructed or existing substandard housing that will be rehabilitated for rent to low-income families in accordance with §92.252. To be the "developer," the community development housing organization must be in sole charge of all aspects of the development process, including obtaining zoning, securing non-HOME financing, selecting architects, engineers and general contractors, overseeing the progress of the work and determining the reasonableness of costs. At a minimum, the community housing development organization must own the housing during development and for a period at least equal to the period of affordability in §92.252.

(4) Rental housing is "sponsored" by the community development housing organization if it is rental housing "owned" or "developed" by a subsidiary of a community housing development organization, a limited partnership of which the community housing development organization or its subsidiary is the sole general partner, or a limited liability company of which the community housing development organization or its subsidiary is the sole managing member.

(i) The subsidiary of the community housing development organization may be a for-profit or nonprofit organization and must be wholly owned by the community housing development organization. If the limited partnership or limited liability company agreement permits the community housing development organization to be removed as general partner or sole managing member, the agreement must provide that the removal must be for cause and that the community housing development organization must be replaced with another community housing development organization.

(ii) The HOME funds must be provided to the entity that owns the project.

(5) HOME-assisted rental housing is also "sponsored" by a community housing development organization if the community housing development organization "developed" the rental housing project that it agrees to convey to an identified private nonprofit organization at a predetermined time after completion of the development of the project. Sponsored rental housing, as provided in this paragraph (a)(5), is subject to the following requirements:

(i) The private nonprofit organization may not be created by a governmental entity.

(ii) The HOME funds must be invested in the project that is owned by the community housing development organization.

(iii) Before commitment of HOME funds, the community housing development organization sponsor must select the nonprofit organization that will obtain ownership of the property.

(A) The nonprofit organization assumes the community housing development organization's HOME obligations (including any repayment of loans) for the rental project at a specified time after completion of development.

(B) If the housing is not transferred to the nonprofit organization, the community housing development organization sponsor remains responsible for the HOME assistance and the HOME project.

(6) Housing for homeownership is "developed" by the community development housing organization if the community housing development organization is the owner (in fee simple absolute) and developer of new housing that will be constructed or existing substandard housing that will be rehabilitated for sale to low-income families in accordance with §92.254.

(i) To be the "developer" the community development housing organization must arrange financing of the project and be in sole charge of construction. The community housing development organization may provide direct homeownership assistance (e.g., downpayment assistance) when it sells the housing to low-income families and the community housing development organization will not be considered a subrecipient. The HOME funds for downpayment assistance shall not be greater than 10 percent of the amount of HOME funds for development of the housing.

(ii) The participating jurisdiction must determine and set forth in its written agreement with the community housing development organization the actual sales prices of the housing or the method by which the sales prices for the housing will be established and whether the proceeds must be returned to the participating jurisdiction or may be retained by the community housing development organization.

(A) While proceeds that the participating jurisdiction permits the community housing development organization to retain are not subject to the requirements of this part, the participating jurisdiction must specify in the written agreement with the community housing development organization whether the proceeds are to be used for HOME-eligible activities or other housing activities to benefit low-income families.

(B) Funds that are recaptured because the housing no longer meets the affordability requirements under §92.254(a)(5)(ii) are subject to the requirements of this part in accordance with §92.503.

(7) The participating jurisdiction determines the form of assistance (e.g., grant or loan) that it will provide to the community housing development organization receives or, for rental housing projects under paragraph (a)(4) of this section, to the entity that owns the project.

(b) Each participating jurisdiction must make reasonable efforts to identify community housing development organizations that are capable, or can reasonably be expected to become capable, of carrying out elements of the jurisdiction's approved consolidated plan and to encourage such community housing development organizations to do so. If during the first 24 months of its participation in the HOME Program a participating jurisdiction cannot identify a sufficient number of capable community housing development organizations, up to 20 percent of the minimum community housing development organization set aside of 15 percent specified in paragraph (a) of this section, above, (but not more than \$150,000 during the 24 month period) may be committed to develop the capacity of community housing development organizations in the jurisdiction.

(c) Up to 10 percent of the HOME funds reserved under this section may be used for activities specified under §92.301.

(d) HOME funds required to be reserved under this section are subject to reduction, as provided in §92.500(d).

(e) If funds for operating expenses are provided under §92.208 to a community housing development organization that is not also receiving funds under paragraph (a) of this section for housing to be owned, developed or sponsored by the community housing development organization, the participating jurisdiction's written agreement with the community housing development organization must provide that the community housing development organization is expected to receive funds under paragraph (a) of this section for a project within 24 months of the date of receiving the funds for operating expenses, and specifies the terms and conditions upon which this expectation is based.

(f) The participating jurisdiction must ensure that a community housing development organization does not receive HOME funding for any fiscal year in an amount that provides more than 50 percent or \$50,000, whichever is greater, of the community housing development organization's total operating expenses in that fiscal year. This also includes organizational support and housing education provided under section 233(b)(1), (2), and (6) of the Act, as well as funds for operating expenses provided under §92.208.

[61 FR 48750, Sept. 16, 1996, as amended at 62 FR 28930, May 28, 1997; 78 FR 44677, July 24, 2013]

Need assistance?

State of Maine



Department of the Secretary of State

I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and that the paper to which this is attached is a true copy from the records of this Department.

In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, this second day of November 2017.




A handwritten signature in black ink, appearing to read 'Matthew Dunlap', written over a horizontal line.

Matthew Dunlap
Secretary of State

DOMESTIC
LIMITED PARTNERSHIP

STATE OF MAINE

CERTIFICATE OF
LIMITED PARTNERSHIP

File No. 20170000LP Pages 3 Fee Paid \$ 175 DCN 2161873600001 LTPT FILED 07/01/2016
 Deputy Secretary of State
A True Copy When Attested By Signature
Deputy Secretary of State

Pursuant to 31 MRS.A §1321, the undersigned executes and delivers the following Certificate of Limited Partnership:

FIRST: The name of the limited partnership is:

62 Spring Street LP

(The name must contain one of the following: "Limited Partnership", "L.P." or "LP"; see 31 MRS.A §1308.1.A.2.)

SECOND: The street and mailing address of the limited partnership's designated office shall be:

20 Great Falls Plaza, Auburn, Maine 04210

(physical location - street (not P.O. Box), city, state and zip code)

P.O. Box 3037, Auburn, Maine 04212-3037

(mailing address if different from above)

THIRD: The Registered Agent is a: (select **either** a Commercial or Noncommercial Registered Agent)

Commercial Registered Agent

CRA Public Number: _____

(name of commercial registered agent)

Noncommercial Registered Agent

Richard S. Whiting

(name of noncommercial registered agent)

20 Great Falls Plaza, Auburn, Maine 04210

(physical location, not P.O. Box - street, city, state and zip code)

P.O. Box 3037, Auburn, Maine 04212-3037

(mailing address if different from above)

Form No. MLPA-6 (1 of 3)

FOURTH: Pursuant to 5 MRSA §108.3, the registered agent as listed above has consented to serve as the registered agent for this limited partnership.

FIFTH: The name, street and mailing address of each general partner is:

Name	Address
AHDC Development Inc.	20 Great Falls Plaza, Auburn, Maine 04210
	P.O. Box 3037, Auburn, Maine 04212-3037

Names and addresses of additional general partners are attached as Exhibit _____, and made a part hereof.

SIXTH: Check only if applicable

The limited partnership is a limited liability limited partnership.

(If checked, the name in Item First must contain one of the following: "Limited Liability Limited Partnership", "L.L.L.P." or "LLL.P." and cannot contain the abbreviation of "LP" or "LP"; see 31 MRSA §1308.1.A.3)

SEVENTH: Check only if applicable

This is a professional limited liability limited partnership* formed pursuant to 31 MRSA §1354.4 to provide the following professional services: (see 13 MRSA, chapter 22-A for information on what constitutes professional services)

(type of professional services)

EIGHTH: Other provisions of this certificate, if any, that the partners determine to include OR any additional information as required by 31 MRSA subchapter 11 are set forth in the attached Exhibit _____ and made a part hereof.

Dated June 30, 2016

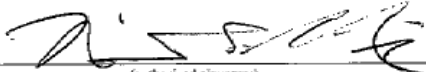
General Partner(s) **

_____ (signature)	_____ (type or print name)
_____ (signature)	_____ (type or print name)
_____ (signature)	_____ (type or print name)

Form No. MLPA-6 (2 of 3)

For General Partner(s) which are Entities**

Name of Entity AHDC Development Inc.

By  Richard S. Whiting, Secretary
(authorized signature) (type or print name and capacity)

Name of Entity _____

By _____
(authorized signature) (type or print name and capacity)

Name of Entity _____

By _____
(authorized signature) (type or print name and capacity)

*In addition to the requirements in Item Sixth, the name must contain one of the following: "chartered", "professional association" or "service" or the abbreviation "P.A.". In lieu of requirements in Item Sixth, the name must contain one of the following: "professional limited liability limited partnership" or abbreviation "PLLLP" or P.L.L.L.P.," or "S.L.L.L.P.". Examples of professional services are accountants, attorneys, chiropractors, dentists, registered nurses and veterinarians. (This is not an inclusive list – see 13 MRSA §723.7.)

Certificate **MUST be signed by all of the **general partners** listed in Item Fifth.

The execution of this certificate constitutes an oath or affirmation under the penalties of false swearing under 17-A MRSA §453.

Please remit your payment made payable to the Maine Secretary of State.

Submit completed form to: **Secretary of State**
Division of Corporations, UCC and Commissions
101 State House Station
Augusta, ME 04333-0101
Telephone Inquiries: (207) 624-7752 Email Inquiries: CEC.Corporations@Maine.gov

Form No. MLPA-6 (3 of 3) Rev. 7/1/2008

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



Leroy Walker, Ward Five
Grady R. Burns, At Large
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 112-11202017

Amending Order No. 09212015, authorizing the Community Development Director, the City Manager, and the Assistant City Manager, to execute and deliver a revised commitment letter and execute all loan documents necessary to complete the transaction under which the City agrees to lend \$250,000.00, whose source shall be HOME Investment Partnership Program Funds, to 62 Spring Street LP, to be used exclusively for construction financing for the development of an affordable housing project located at 62 Spring Street in Auburn.

IN COUNCIL REGULAR MEETING NOVEMBER 6, 2017 VOL. 35 PAGE 84

Mayor LaBonté 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. Councilor Stone had an excused absence. All other Councilors were present.

I. Consent Items

1. Order 99-11062017*
Confirming Chief Crowell's appointment of John Banville as Constable without firearm for the Auburn Police Department.
2. Order 100-11062017*
Accepting the transfer of \$1,940.00 forfeiture assets in Rem in U.S. Currency to the Auburn Police Department (Unified Criminal Court Docket No. CR-17-1847 Dennis Roman).
3. Order 101-11062017*
Accepting the transfer of \$3,295.00 forfeiture assets in Rem (\$1,087.35 in U.S. Currency) to the Auburn Police Department (Unified Criminal Court Docket No. CR-17-1660 Cain Robertson).
4. Order 102-11062017*
Approving the temporary sign request for the Auburn Ski Association's annual Ski Swap.
5. Order 103-11062017*
Appointing Wardens and Ward Clerks for the November 7, 2017 Election.

Motion was made by Councilor Pross and seconded by Councilor Burns for passage of consent items.

Passage 5-0-1 (Councilor Titus was out of the room for this vote).

II. Minutes – October 16, 2017 Regular Council Meeting

Motion was made by Councilor Burns and seconded by Councilor Walker to accept the minutes of the October 16, 2017 Council Meeting.

Passage 5-0-1 (Councilor Titus was out of the room for this vote).

III. Communications, Presentations and Recognitions - none

- IV. Open Session –** Mamie Anthoine Ney, Auburn Public Library Director invited citizens to visit an exhibit at the Library called Marking Time a Voyage to Vietnam.

V. Unfinished Business

1. Ordinance 11-10162017

Amending Chapter 24, Article II, Division 1, Sec. 24-23 of the General Assistance Ordinance Annual Adjustment of Maximum Benefits, Appendices A, B, C, and D effective 10/01/2017 to 9/30/2018. Second reading.

Motion was made by Councilor Burns and seconded by Councilor Walker for passage.

Public comment – no one from the public spoke.

Passage 6-0. A roll call vote was taken.

2. Ordinance 12-10162017

Amending the General Assistance Ordinance Chapter 24, Article II, Division 1, Sec. 24-21 (d) *Information from other sources*; and Chapter 24, Article II, Division 4, Sub division II, Sec. 24-161 (*) (h) *Determination of family members' ability to pay*. Second reading.

Motion was made by Councilor Burns and seconded by Councilor Walker for passage.

Public comment – no one from the public spoke.

Passage 6-0. A roll call vote was taken.

3. Order 95-10162017

Authorizing Staff to proceed with the discontinuance of a section of the Troy Street Right of Way.

Motion was made by Councilor Burns and seconded by Councilor Pross for passage.

Passage 4-2 (Councilors Titus and Lee opposed).

4. Order 96-10162017

Authorizing \$110,000 in HOME funds be reserved for the Troy Street workforce housing project.

Motion was made by Councilor Burns and seconded by Councilor Pross for passage.

Public comment - no one from the public spoke.

Passage 5-1 (Councilor Lee opposed).

5. Order 97-10162017

Authorizing the City Manager to sign the Memorandum of Understanding between the City of Auburn and the Auburn Business Development Corporation.

Motion was made by Councilor Pross and seconded by Councilor Burns for passage.

Passage 5-0-1 (Councilor Lee was out of the room for this vote).

VI. New Business

6. Public Hearing - CDBG substantial amendment

Motion was made by Councilor Burns and seconded by Councilor Titus to open public hearing. No one from the public spoke.

7. Order 104-11062017

Appointing Amy Dieterich to the Board of Assessment Review as a full member with a term expiration of 10/01/2022.

Motion was made by Councilor Lee and seconded by Councilor Walker for passage of Orders 104-11062017, 105-11062017, 106-11062017.

Public comment- Bruce Richardson, Zoning Board of Appeals applicant introduced himself to the Council.

Passage 6-0.

8. Order 105-11062017

Appointing Shelly Norton to the Conservation Commission with a term expiration of 06/01/2020.

See Order 104-11062017.

9. Order 106-11062017

Reappointing Bruce Richardson, Christopher Gendron, and Courtney McDonough to the Zoning Board of Appeals, each as full members with a term expiration of 10/01/2020.

See Order 104-11062017.

10. Order 107-11062017

Approving the Liquor license for Tin Tin Buffet located at 120 Center Street, Suite 202. Public hearing.

Motion was made by Councilor Pross and seconded by Councilor Walker for passage.

Public hearing – no one from the public spoke.

Passage 6-0.

11. Order 108-11062017

Authorizing staff to request proposals for the History Trail Signage project, and to utilize up to \$25,000 of existing Wayfinding funds for the project.

Motion was made by Councilor Burns and seconded by Councilor Walker for passage.

Public comment – no one from the public spoke.

Passage 6-0.

12. Ordinance 13-11062017

Amending the Code of Ordinances, Chapter 60 (Zoning), Sec. 60-2 (Definitions).
Public hearing and first reading.

Motion was made by Councilor Burns and seconded by Councilor Walker passage.

Public hearing – no one from the public spoke.

Passage 6-0. A roll call vote was taken.

13. Resolve 04-11062017

Authorizing the City Auburn to Join a Lawsuit Against Opiate Drug Companies.

Motion was made by Councilor Burns and seconded by Councilor Walker for passage.

Public comment – no one from the public spoke.

Passage 4-1-1 (Councilor Titus opposed and Councilor Lee abstained).

VII. Reports

a. Mayor's Report – the Mayor advised the public of the fall open house that is to be held on Saturday at 7:00 PM at the Engine House. He also on noted that on Tuesday, November 14th at Central Maine Community College the Annual Pack the Gym event will take place with the Police Department All Stars who will be taking on the Central Maine Community College basketball team. He commented on the Auburn Business Development Corporation item, he thanked the City Clerk and Election Staff for their efforts with the upcoming election, and last, he wished staff member Brian Soucy (Great Falls TV) a happy birthday.

b. City Councilors' Reports

Councilor Young – reported on the Great Falls TV Committee meeting and some changes to some of the channels. He also reported on an incident where a woman lost her purse. He helped her to get her purse back adding that the Police Department did a great job quickly responding to the issue.

Councilor Pross – reported on the School Committee meeting where they discussed early release at the middle and high schools. The issue was tabled to November 15th. He also reported on a telephone pole fire that he saw, he called 9-1-1 and was pleased with the quick response.

Councilor Titus – reported on the Water and Sewer Districts and the Androscoggin County Budget Committee.

Councilor Lee – encouraged people to attend the fall open house at the Engine House on November 11th at 7:00 PM. He reported that he attended the Fright Festival and was a judge for the costume contest. He noted that after storm he had a chance to visit the food pantry at the High Street Congregational Church, and last, he encouraged folks to vote at tomorrow's election.

Councilor Walker – called attention to hunters and asked people to respect the land owners and the “do not hunt signs” and to *please* don't pull the trigger if you are not sure what you are shooting.

Councilor Burns – encouraged people to vote tomorrow, adding that polls are open from 7:00 AM until 8:00 PM at each of the five polling places.

- c. **City Manager Report** – he asked for direction from the Council regarding the Memorandum of Understanding on the St Mary's Nutritional Center (Community Garden), he reminded citizens that there will be an Ag Study meeting held on the 16th of this month and a City Council Workshop scheduled for Monday November 13th on the Barker Mill Dam. He echoed comments made earlier on the Election effort, and he thanked the City Staff for their storm efforts especially the Police, Fire, Public Services, and 9-1-1 Departments.

- d. **Finance Director, Jill Eastman** – September 2017 Monthly Finance Report
Motion was made by Councilor Burns and seconded by Councilor Walker to accept and place on file the September 2017 monthly finance report.

Passage 6-0.

VIII. Open Session - Auburn Police Chief, Phil Crowell provided an update on the recent Drug takeback collection and **Peter Rubens commented on the History Trail.**

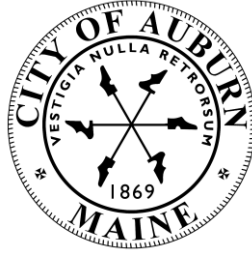
IX. Executive Session - Regarding labor negotiations (Police - MAP), pursuant to 1 M.R.S.A. 405 (6)(D). *This item was taken up during the workshop.*

X. Adjournment

Motion was made by Councilor Lee and seconded by Councilor Burns to adjourn.
Passage 6-0 . Time 8:16 PM.

A True Copy.

ATTEST *Susan Clements Dallaire*
Susan Clements-Dallaire, City Clerk



MAYORAL PROCLAMATION

WHEREAS, St. Dominic Academy Field Hockey Team have made the community proud as they finished first in heal point playoff system for Southern Class C, which gave them home field advantage for the firsttwo rounds of playoffs.

WHEREAS, The St. Dominic Academy Field Hockey Team opened the playoffs against #8 seeded Lisbon, October 17th. The Saints prevailed winning 4-0. On October 20th, the Saints hosted #4 Dirigo. The Saints rallied once again with a 3-0 Win. The win put St. Dominic Academy Field Hockey in the Class C Regional Finals.

WHEREAS, The Saint Dominic Academy Field Hockey TeamOctober 24th at Thornton Academy took on rival Spruce Mtn. for the Regional Class C Regional Finals. A hard fought battle with the Saints Winning 3-2 to claim the Regional Championship and advancing them to the Class C State Championship Game.

WHEREAS, The St. Dominic Academy Field Hockey Team on October 28th at Falmouth High School took on Northern Regional Champion Winthrop. The Saints prevailed winning in double overtime 3-2 for the Class C State Championship.

NOW, THEREFORE, BE IT RESOLVED, The Mayor of Auburn wishes to congratulate and thank St. Dominic Academy for winning the Class C State Field Hockey.

Given under my hand and seal this 20th day of November, 2017.

Mayor Jonathan P. LaBonté

ATTEST:

Susan Clements-Dallaire, CCM, CMC City Clerk



Presentation

Jam the Gym Night - November 14, 2017

The Auburn Police Department All-Stars took on the Mustangs from Central Maine Community College.

All event proceeds benefit Auburn PAL



Presentation

EL Student Fan Section



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: November 20, 2017 **Ordinance:** 13-11062017

Author: Eric J. Cousens, Deputy Director of Economic and Community Development

Subject: Text Amendment of Chapter 60 livestock related definitions.

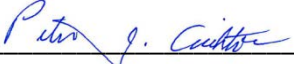
Information: The City Council requested staff and the Planning Board to amend the Zoning Ordinance to eliminate conflict regarding livestock definitions and minimum lot size for the keeping of livestock that currently exists between Chapter 8 and Chapter 60. The draft text amendment addresses: 1) how livestock is defined, and 2) the acreage required for the keeping of livestock. The change makes the two ordinances consistent but still requires the 1 acre minimum that already exists in Chapter 8.

City Budgetary Impacts: None. Makes conflicting ordinance standards consistent.

Staff Recommended Action: Staff recommends the City Council hold the required public hearing and approve 2nd reading.

Previous Meetings and History: The issue of livestock has been discussed at numerous City Council meetings since March 2017. The City Council asked the Planning Board to initiate a zoning text amendment to correct the contradictions around livestock. The Planning Board discussed draft text amendments at their August and September meetings and voted to approve the draft text amendment and forward it to the City Council for a final vote. All Planning Board materials from the two meetings are included as attachments. The Council discussed this language at the October 16 meeting. Passage of first reading on 11/6/2017.

City Manager Comments:

I concur with the recommendation. Signature: 

Attachments:

1. Planning Board Report for Livestock at the September 12, 2017 meeting.
2. Planning Board Memo for Discussion at the August 8, 2017 meeting.
3. Livestock Ordinance-Second Reading
4. Public Notice



City of Auburn, Maine

Office of Economic & Community Development
www.auburnmaine.gov | 60 Court Street
Auburn, Maine 04210
207.333.6601

PLANNING BOARD REPORT to the CITY COUNCIL

To: Mayor LaBonte and Honorable Members of the Auburn City Council

From: Auburn Planning Board

Re: Text Amendment for Livestock

Date: October 2 2017

- A. **SUMMARY** - On September 12, 2017 the Auburn Planning Board held a public hearing and made a recommendation on a Zoning Ordinance Text Amendment to address contradictory definitions of Livestock and Animals pursuant to Chapter 8 Animals, Article I, Sec 8-1 and Chapter 60 Zoning, Article I, Sec. 60-2. The meeting consisted of a staff presentation and discussion by the Planning Board. After the discussion, the Planning Board voted unanimously in favor (motion by Cyr, seconded by Scoggins) to send a recommendation of APPROVAL for the Text Amendment on to the City Council for final action.

PROPOSAL - Two major discrepancies arise between Chapter 8 & 60 Definitions that the Planning Board would like to address: 1) how livestock is defined, and 2) the acreage required for the keeping of livestock. The definition of livestock from Chapter 60 Sec. 60-2 reads: “Livestock means domestic animals kept, used or raised on a farm for the production of income.” This definition leaves the door open, if livestock are not being raised for the production of income, to be interpreted as pets. The definition of livestock from Chapter 8 Animals reads: “Livestock means, but may not be limited to, any horses, mules, donkeys, cattle, goats, sheep, or swine.” The Chapter 8 definition simply indicates what livestock are, irrespective of purpose.

The simplest and most effective change would update the definition of livestock in Chapter 60 to read identical to the definition in Chapter 8. In addition to integrating the definition of livestock from Chapter 8 into Chapter 60, staff recommends updating the definition title of “**Farm, Animal**” to read as “**Farm, Livestock**” in Chapter 60 Definitions since the definition refers only to what the definition of livestock in Chapter 8 refers to as livestock. Staff also recommended the new definition of “**Farm, Livestock**” in Chapter 60 include the one acre minimum specified by Chapter 8, Sec. 8-264 (2) Keeping of Livestock generally.

PLANNING BOARD DELIBERATION AND RECOMMENDATION - The Staff presented a report and draft text amendment at the Planning Board’s August meeting & a public hearing for the September meeting. The Planning Board discussed the proposed changes suggested by staff. In addition, to accepting the changes put forth by staff, the Planning Board also

offered some further wordsmithing to facilitate more unification in Chapter 60 definitions of livestock.

Planning Board member Philbrick made a motion, seconded by Scoggins to forward a recommendation of Approval to the City Council to amend the Auburn Code of Ordinances by updating the definitions of “Livestock” and “Farm, Animal” in Chapter 60 Zoning, Sec. 60-2 Definitions which was supported unanimously as per attachment.



City of Auburn, Maine

Office of Economic & Community Development
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Auburn, Maine 04210
207.333.6601

The definition for Livestock and Farm, Animal definitions in Chapter 60, Sec.60-2 Definitions would now read:

Livestock means, ~~domestic animals kept, used or raised on a farm for the production of income. but may not be limited to, any horses, mules, donkeys, cattle, goats, sheep, or swine.~~

Farm, ~~animal livestock~~, means any parcel of land that contains at least the following land area used for the keeping of horses, mules, ~~donkeys, cattle cows~~, goats, sheep, ~~swine hogs~~ and similar sized animals for the ~~agricultural domestic~~ use of the residents of the lot, ~~provided that there is a minimum of 1 acre of land as required by Chapter 8 Animals and provided that~~ adequate land area is provided for each animal unit, excluding water bodies of one-quarter acre surface area or larger:

(1)

Cattle: One bovine animal unit per acre of cleared hay-pasture land.

(2)

Horse: 1.5 animal units per acre of cleared hay/pasture land.

(3)

Sheep: Three animal units per acre of cleared hay/pasture land.

(4)

Swine: Two animal units per acre of cleared land.

(5)

Other ~~livestock animal~~ farms: The required lot size shall be determined by municipal officer charged with enforcement and shall conform to the lot size for similar sized animals.

A handwritten signature in black ink, appearing to read "Dan Philbrick", is written over a horizontal line.

Dan Philbrick
Planning Board Chair

Cc: Dan Philbrick, Chair Auburn Planning Board
File



PLANNING BOARD MEMORANDUM

To: Auburn Planning Board

From: Zach Mosher, City Planner

Re: Discussion of Planning Board Initiated Text Amendment for Livestock.

Date: August 8, 2017

As you may know, late last year, staff was approached by a citizen requesting to keep goats as pets in the Low Density Rural Residential District. According to Chapter 60 Zoning definitions, goats could be allowed on the .39 acre lot owned by the citizen, barring any complaints from neighbors or the creation of a nuisance. The definitions in Chapter 60 Zoning relevant to the discussion are as follows:

Livestock – Domestic animals kept, used or raised on a farm for the production of income.

Farm, Animal – Any parcel of land used for the keeping of horses, mules, cows, goats, sheep, hogs and similar sized animals for the domestic use of the residents of the lot, provided that adequate land area for each animal unit contains at least the following, excluding water bodies of one-quarter (1/4) acre surface area or larger:

1. Cattle – 1 bovine animal unit per acre of cleared hay-pasture land.
2. Horse – 1.5 animal units per acre of cleared hay/pasture land.
3. Sheep – 3 animal units per acre of cleared hay/pasture land.
4. Swine – 2 animal units per acre of cleared land.
5. Other animal farms – The required lot size shall be determined by municipal officer charged with enforcement and shall conform to the lot size for similar sized animals.

Household Pet – Any animal kept as a pet and normally housed at night within the owner’s dwelling or an accessory building on the same lot; but not including any animal normally raised as livestock or poultry, nor any animal raised for commercial gain. No household pet shall be kept that creates a public nuisance by reason of (1) objectionable effects perceptible outside the owner’s property, such as excessive or untimely noise or offensive odors; or (2) being a hazard to the health, safety and welfare of neighbors, invited guests or public servants visiting the property in the pursuit of their normal duties.

Staff interpreted the definitions from Chapter 60 Zoning to mean that goats, since they were not being raised for the **production of income or commercial gain**, were not considered livestock and instead were considered household pets.

Earlier this year the citizen was visited by Auburn Police who had received a complaint about the goats and was informed that goats were not allowed to be kept on lots less than 1 acre, according to Chapter 8 Animals of the Auburn Code of Ordinances. Chapter 8 Animals defines goats as livestock, irrespective of purpose, and also sets a 1 acre minimum lot size for the keeping of livestock. The definitions in Chapter 8 Animals relevant are as follows:

Livestock means, but may not be limited to, any horses, mules, donkeys, cattle, goats, sheep or swine.

Sec. 8-264. - Keeping of livestock generally.

It shall be unlawful for any person to keep or permit the keeping of livestock on premises owned by him or under his control, except in compliance with the following regulations:

- (1) Livestock shall only be kept on lots or tracts of land zoned or designated for rural or agricultural purposes by the city.*
- (2) Livestock shall not be kept on lots and tracts of land less than one acre in area.*
- (3) The provisions of article III of this chapter, pertaining to animal care and control, relative to animal care in general, shall specifically apply to the keeping of livestock.*

Chapter 8 Animals defines goats as livestock and says livestock shall not be permitted on lots less than an acre. Staff is looking for feedback concerning the conflict between Chapters 8 and 60 in the Auburn Code of Ordinances concerning livestock. The simplest and most effective change would remove the “production of income” from the definition of livestock in Chapter 60 and define the animals considered livestock as Chapter 8 does. This change would maintain the existing 1 acre minimum for goats or other livestock; The Council has indicated that the 1 acre standard makes sense.

The definition and standards for animal density could also be amended to read as follows:

Farm, Animal – *Any parcel of land used for the keeping of horses, mules, cows, goats, sheep, hogs and similar sized animals for the domestic use of the residents of the lot, provided that there is a minimum of 1 acre of land as required by Chapter 8, Animals and adequate land area for each animal unit contains at least the following, excluding water bodies of one-quarter (1/4) acre surface area or larger:*

- 1. Cattle – 1 bovine animal unit per acre of cleared hay-pasture land.*
- 2. Horse – 1.5 animal units per acre of cleared hay/pasture land.*
- 3. Sheep – 3 animal units per acre of cleared hay/pasture land.*
- 4. Swine – 2 animal units per acre of cleared land.*



City of Auburn, Maine
Office Economic and Community Development
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Auburn, Maine 04210
207.333.6601

5. *Other animal farms – The required lot size shall be determined by municipal officer charged with enforcement and shall conform to the lot size for similar sized animals.*

If the Planning Board would like to explore other changes or address other concerns between the definitions of Chapter 8 and Chapter 60, staff is open to hearing them and preparing a document that summarizes those changes/concerns at the next meeting.

**CITY OF AUBURN
PUBLIC NOTICE**

Notice is hereby given that the City Council of the City of Auburn will hold a public hearing on Monday, November 6, 2017 at 7:00 p.m. or as soon as possible thereafter at the City Council Chambers in the Auburn Hall Building at 60 Court Street, Auburn Maine, for purposes of receiving public comments on the following:

1st Reading of a Text Amendment concerning contradictory definitions of Livestock, Animals, and Pets pursuant to Chapter 8, Article I Sec 8-1 and Chapter 60, Article I Sec. 60-2. The proposal is to amend Chapter 60, Article I Sec. 60-2.

A copy of the proposed ordinance will be on file with the City Clerk and may be reviewed at the offices of the City Clerk during normal business hours. All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time.

To be placed in the Lewiston Sun Journal on Thursday, October 26, 2017 and Monday October 30, 2017.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



Leroy Walker, Ward Five
Grady R. Burns, At Large
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDINANCE 13-11062017

Be it Ordained, that the City Council hereby approve first reading of and amendment to Chapter 60, Sec.60-2 Definitions to read as follows:

Livestock means, ~~domestic animals kept, used or raised on a farm for the production of income. but may not be limited to, any horses, mules, donkeys, cattle, goats, sheep, or swine.~~

Farm, ~~animal livestock~~, means any parcel of land that contains at least the following land area used for the keeping of horses, mules, ~~donkeys, cattle cows~~, goats, sheep, ~~swine hogs~~ and similar sized animals for the ~~agricultural domestic~~ use of the residents of the lot, ~~provided that there is a minimum of 1 acre of land as required by Chapter 8 Animals and provided that~~ adequate land area is provided for each animal unit, excluding water bodies of one-quarter acre surface area or larger:

(1)

Cattle: One bovine animal unit per acre of cleared hay-pasture land.

(2)

Horse: 1.5 animal units per acre of cleared hay/pasture land.

(3)

Sheep: Three animal units per acre of cleared hay/pasture land.

(4)

Swine: Two animal units per acre of cleared land.

(5)

Other ~~livestock animal~~ farms: The required lot size shall be determined by municipal officer charged with enforcement and shall conform to the lot size for similar sized animals.



**City of Auburn
City Council Information Sheet**

Council Meeting Date: 11/20/2017

Order: 108-11202017

Author: Michael Chamings, Director of Economic and Community Development

Subject: TIF 10 (Downtown Development) Public Hearing and Order

Information:

The City desires to amend the Downtown District in order to remove the area planned for the Hampshire Street Apartments project. This would take the Hampshire Street Apartments project area out of Tax Increment Financing (TIF) District #10 and allow it to be in its' own district. This was recently done for the Spring Street project.

The requested order is combined with the TIF #22 order.

The TIFs, CEAs and supporting materials are available on the City's website.

City Budgetary Impacts: None

Staff Recommended Action: The staff recommends approving the order.

Previous Meetings and History:

Council Executive Session, June 19th, 2017
Council Executive Session, August 7th, 2017
Council Meeting, August 31th, 2017
Council Workshop, October 2nd, 2017
Council Meeting, October 16th, 2017
Council Meeting, November 6th, 2017

City Manager Comments:

I concur with the recommendation. Signature: 

Attachments:

Order **108-11202017**



City of Auburn
City Council Information Sheet

Council Meeting Date: 11/20/2017

Order: 108-11202017

Author: Michael Chamings, Director of Economic and Community Development

Subject: TIF 22 (Hampshire Street District) Public Hearing and Order

Information:

This is to meet the public hearing requirement of the proposed district and to approve it with specific terms and provisions (see attached).

The requested order is combined with the TIF #10 amendment order.

The TIFs, CEAs and supporting materials are available on the City's website.

City Budgetary Impacts: We currently do not receive any taxes from this property. Please refer to the attached tax shift estimates.

Staff Recommended Action: The staff recommends approving the order.

Previous Meetings and History:

- Council Executive Session, June 19th, 2017
- Council Executive Session, August 7th, 2017
- Council Meeting, August 31th, 2017
- Council Workshop, October 2nd, 2017
- Council Meeting, October 16th, 2017
- Council Meeting, November 6th, 2017

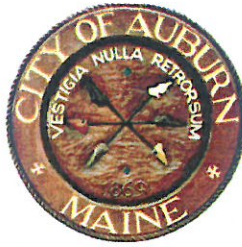
City Manager Comments:

I concur with the recommendation. Signature: _____

Attachments:

Order 108-11202017

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam Lee, Ward Four



Leroy Walker, Ward Five
Grady R. Burns, At Large
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL
November 20, 2017

Order 108-11202017

WHEREAS, The City of Auburn (the “City”) designated its Downtown Municipal Development and Tax Increment Financing District #10 (“the Downtown District”) and adopted the Development Program for such district initially in 2002; and

WHEREAS, the City adopted the First Amendment to the development program in 2014 in order to add acreage, add some public projects and allow the ability for the City to enter into credit enhancement agreements; and

WHEREAS, the City adopted the Second Amendment to the Downtown District Development Program in 2016 in order to remove an area to be developed as a separate tax increment financing district,

WHEREAS, the City has received a request for a credit enhancement agreement from the developer of an affordable housing project relating to a property located in the area of a parcel known on City tax maps as Map 240, Lot 212 but the project has not yet commenced; and

WHEREAS, there is a need for economic development and for the development of affordable, livable housing in the City of Auburn, in the surrounding region, and in the State of Maine; and

WHEREAS, there is a need to improve and broaden the tax base in the City of Auburn; and to improve the general economy of the City of Auburn and the region by attracting business development in the Downtown District; and

WHEREAS, implementation of the amended development program for the Downtown District and the development program for the Hampshire Street Apartments Affordable Housing Municipal Development and Tax Increment Financing District (the “Hampshire Street District”) will help improve and broaden the tax base in the City of Auburn and improve the economy in the City of Auburn and the region by attracting business development and creating affordable housing in the area of these districts; and

WHEREAS, pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the City desires to amend the Downtown District and approve the *Third Amendment to the Downtown Municipal Development and Tax Increment Financing District Development Program #10* (the “Third Amendment”) in order to remove the area planned for the Hampshire Street Apartments project from the Downtown District; and

WHEREAS, pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the City desires to approve the *Hampshire Street Apartments Affordable Housing Municipal Development and Tax Increment Financing District* (the “Hampshire Street District”) and development program for such district in order to promote the planned affordable housing project; and

WHEREAS, it is expected that approval will be obtained from the State of Maine Department of Economic and Community Development approving this *Third Amendment to the Downtown Municipal Development and Tax Increment Financing District* and amended development program for such district; and

WHEREAS, it is expected that approval will be obtained from the Maine State Housing Authority approving the designation of the *Hampshire Street Apartments Affordable Housing Municipal Development and Tax Increment Financing District* and approving its development program; and

NOW THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF AUBURN, MAINE:

Section 1 The City of Auburn hereby approves the Third Amendment to the Downtown District and the amended development program for such district. The Third Amendment shall be pursuant to the following findings, terms, and provisions:

Section 2 The City Council hereby finds and determines that:

a. This amendment to the Downtown District development program will not result in the Downtown District falling out of compliance with any of the conditions of 30-A M.R.S.A. Section 5223(3); and

b. The pursuit of the Downtown District development program will make a contribution to the economic growth and wellbeing of the City of Auburn and the surrounding region, and will contribute to the betterment of the health, welfare, and safety of the inhabitants of the City of Auburn, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose. The City has considered all evidence, if any, presented to it with regard to any adverse economic effects on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the amendment to the Downtown District and Downtown District development program.

Section 3 Pursuant to the provisions of 30-A M.R.S.A. § 5227, the percentage of increased assessed value to be retained as captured assessed value in accordance with the Downtown District development program is hereby set forth in the Downtown District development program.

Section 4 The City Manager, or his duly appointed representative, is hereby authorized, empowered, and directed to submit the proposed Amendment to the Downtown District and the Downtown District development program to the State of Maine Department for Economic and Community Development for review and approval pursuant to the requirements of 30-A M.R.S.A. § 5226.

Section 5 The foregoing adoption of the amendment to the Downtown District and the Downtown District development program shall automatically become final and shall take full force and effect upon receipt by the City of approval by the State of Maine Department of Economic and Community Development, without requirement of further action by the City, the City Council, or any other party.

Section 6 The City Manager, or his duly appointed representative, is hereby authorized and empowered, at his discretion, from time to time, to make such revisions to the Downtown District and to the Downtown District development program as the City Manager deems reasonably necessary or convenient in order to facilitate the process for review and approval of the Downtown District by the State of Maine Department of Economic and Community Development, or for any other reason, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Downtown District development program.

Section 7 Pursuant to Chapter 206, Subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, the City hereby approves the Hampshire Street District and the development program for such district. The approval shall be pursuant to the following findings, terms, and provisions:

Section 8 The City Council hereby finds and determines:

a. The designation of the Hampshire Street District and adoption of a development program therefore will comply with each of the conditions of 30-A M.R.S.A. § 5250-A; and

b. The pursuit of the Hampshire Street District development program will make a contribution to the economic growth and wellbeing of the City of Auburn and the surrounding region, and will contribute to the betterment of the health, welfare, and safety of the inhabitants of the City of Auburn, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose. The City has considered all evidence, if any, presented to it with regard to any adverse economic effects on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the amendment to the Hampshire Street District and Hampshire Street District development program.

Section 9 The City Manager be, and hereby is, authorized, empowered and directed to submit the proposed Hampshire Street District and the proposed development program for the Hampshire Street District to the Maine State Housing Authority for review and approval pursuant to the requirements of 30-A M.R.S.A. Chapter 206, Subchapter 3; and to enter into credit enhancement agreements as contemplated by the Hampshire Street District development program materials.

Section 10 The City Manager be and hereby is authorized and empowered at his direction from time to time to make such revisions to the Hampshire Street District development program for the Hampshire Street District as he deems reasonably necessary or convenient in order to facilitate the process of review and approval of the Hampshire Street District by the Maine State Housing Authority, or for any other reason, so long as such provisions are not inconsistent with these resolutions or the basic structure and intent of the Hampshire Street District development program. The City Manager is also hereby authorized and directed to submit any reports to the Maine State Housing Authority regarding the Hampshire Street District and development program throughout the term of the District.

Section 11 The foregoing adoption of the Hampshire Street District and the adoption of the development program for the Hampshire Street District shall automatically become final and shall take full force and effect upon receipt by the City of approval by the Maine State Housing Authority without requirements of further action by the City, City Council or any other party.

Dated: November 20, 2017

City Manager



City of Auburn
City Council Information Sheet

Council Meeting Date: 11/20/2017

Order: 109-11202017

Author: Michael Chammings, Director of Economic and Community Development

Subject: TIF 21 (Minot Avenue) Public Hearing and Order

Information:

In the course of reviewing the application before submittal to MaineHousing, it was determined that the City should hold an additional public hearing and vote on this Council Order to verify items about the District prior to submittal of the Tax Increment Financing application and Credit Enhancement Agreement to MaineHousing.

The development program and credit enhancement agreement needs be amended to begin in tax year 2017 to ensure a 30 year timeframe.


City Budgetary Impacts: Minimal

Staff Recommended Action: The staff recommends approving the order.

Previous Meetings and History:

Public Hearing and Council Meeting, June 19, 2017

City Manager Comments:

I concur with the recommendation. Signature: 

Attachments:

Order 109-11202017

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



Leroy Walker, Ward Five
Grady R. Burns, At Large
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 109-11202017

WHEREAS, the City of Auburn (the "City") designated the **477 Minot Avenue Municipal Development and Tax Increment Financing District (#21)** (the "District") and adopted a development program (the "Development Program") for the District on June 19, 2017; and

WHEREAS, in the course of reviewing the application before submittal to MaineHousing, it was determined that the City should hold an additional public hearing and vote on this Council Order to verify items about the District prior to submittal of the Tax Increment Financing application and Credit Enhancement Agreement to MaineHousing.

ORDERED AS FOLLOWS:

Section 1. Authorize and direct the City Manager to (1) amend the term of the District, the Development Program, and the District's credit enhancement agreement to reflect a term of years that begins with the Tax Year April 1, 2017 in order to ensure a full 30-year District term; (2) to submit such amended documentation to Maine State Housing Authority; and (3) to otherwise fulfill all the requirements and authorities provided for in the original City Council approval from June 19, 2017.



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: November 20, 2017 **Order:** 110-11202017

Author: Christine M. Mumau, HR Director

Subject: Authorization for the City Manager to execute the Collective Bargaining Agreement for the Police Patrol Unit covering 7/1/17 through 6/30/2020.

Information: The Patrol Contract expired effective 6/30/17. The City and Maine Association of Police, representing Patrol Officers, and Detectives have been negotiating a successor contract since that time. The staff and the Patrol and have reached an agreement.

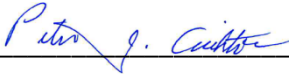
City Budgetary Impacts:

- 2% COLA; Reserves right to reopen in 2019 on wages
 - Patrol and Detective schedule modifications have been added to Article 12
 - Increase HRA coverages to 100% of Out of Pocket Maximums
-

Staff Recommended Action: The City Council vote passage of this resolve.

Previous Meetings and History: July 17, 2017

City Manager Comments:

I concur with the recommendation. Signature: 

Attachments: Map (Maine Association of Police) Patrol Unit Contract for 7/1/17 through 6/30/2020, with changes noted.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF AUBURN

AND

MAINE ASSOCIATION OF POLICE

PATROL AND DETECTIVE UNIT

July 1, 2017 - June 30, 2020

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COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement ("Agreement") is entered into between the CITY OF AUBURN, a Maine municipal corporation hereinafter referred to as the "City" or "Employer" and the MAINE ASSOCIATION OF POLICE, hereinafter referred to as the "Union."

ARTICLE 1 - PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, M.R.S. §§ 961 -974 (as amended) the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper Employee morale and promote effective and efficient operations.

ARTICLE 2 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all police officers, excluding supervisory positions, in the Auburn Police Department as referred to by the Maine Labor Relations Board Certification dated March 4, 1988 (collectively referred to herein as the "Employees" and each referred to individually as an "Employee," "Officer" or "Police Officer").

ARTICLE 3 - UNION SECURITY

Section 1 - Membership

Membership in the local Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the local Union. Neither party shall exert any pressure on or discriminate against an Employee in regards to such matters.

Section 2 - Union Dues

In accordance with the policy set forth above, all employees who are Union Employees shall, as a condition of membership, pay to the local Union the local Union's regular and usual initiation fee and its regular and usual dues. For present employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

Section 3 - Union Services

Any present or future Employee who is not a Union Employee, who utilizes Union services for processing grievances shall pay the Union for said services according to the following schedule:

Union Representative.....\$100.00/hour
Legal Representative.....\$125.00/hour

Any Employee who chooses to pay representation fees shall also pay all costs of arbitration including witness fees.

ARTICLE 4 - MANAGEMENT SECURITY/NO STRIKES

Neither the Union, its officers nor agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction or support any strikes, slowdowns, or the stoppage of work. In the event that any Employee violates this Article, the Union shall verbally notify any such Employee within 24 hours (with written confirmation) to cease and desist from such action and shall instruct him/her to

immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE 5 - CHECK OFF

The City agrees to cooperate with the Union in facilitating the deduction of the regular monthly Union dues for those employees in the unit who are Union Employees and who request in writing to have their regular monthly dues checked off. The City will forward all such dues to the Union in a timely manner. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the Department under the provisions of this Article.

ARTICLE 6 - MANAGEMENT RIGHTS

It is recognized that, except as expressly stated herein, the City shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Department in all of its various aspects, including, but not limited to, the rights to direct the working forces; to plan, direct and control all the operations and services of the Department; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities.

ARTICLE 7 - UNION ACTIVITIES

Section 1- Time off for Union Activities

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any Employee designated by the Union to attend a labor convention or to serve in any capacity or other official Union business, provided two weeks written notice is given to the Employer by the Union specifying length of time off and the reason. The Union agrees that, the City may deny said request if it deemed that said request would cause a disruption of the Employer's operations due to lack of available employees.

Section 2 - No Discrimination because of Union Activities

Any Employee acting in any official capacity whatsoever shall not be discriminated for his/her acts as a member of the Union, so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any Employee because of Union membership or activities.

Section 3 - Access to Premises

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to provided, however, that there is no interruption of the City's working schedule as determined by the Chief of Police.

Section 4 - Bulletin Board

The City agrees to provide suitable space for and maintain a bulletin board at the Police Department. The Union shall limit its use of the bulletin board to official Union business such as

meeting notices and Union bulletins.

Section 5 - Negotiating Team

Members of the negotiating team shall be allowed reasonable time off without loss of benefits to represent the Union on all negotiations with the City concerning the collective bargaining agreement. The President of the Union shall annually provide the Chief with a list of Employees on the Union Negotiating Team.

ARTICLE 8 - UNION PRESIDENT

Section 1 - Duties

The City recognizes the right of the Union to elect a Union President and Alternates. The authority of the Union President and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- b. The collection of dues when authorized by appropriate local union action;
- c. The transmission of such messages and information which shall originate with and are authorized by the local Union or its officers, provided such messages and information have been reduced to writing.

Section 2 - Report

The Union President, or his designee, shall be permitted to investigate, present and process grievances on or off the property of the Employer. The Union President, or designee, shall present to the Police Chief a written monthly report outlining time spent on processing grievances should there be any that month.

ARTICLE 9 - MEMBERS' RIGHTS

Section 1- Discharge and Suspension

- A. Whenever an Employee is called in by a Supervisory Employee for questioning under circumstances where discipline appears to be a possible result, the Employee shall be entitled to Union representation, if he/she so desires, in accordance to the provisions of Article 3 -- Union Security and Article 13, Section 6 -- Probationary Period.
- B. The Employer shall not discipline any Employee without just cause. In all cases involving the discharge or suspension of an Employee, the Employer within twenty (20) administrative working days of the date that the Employer became aware of, or should have become aware of, the incident warranting the suspension or discharge, notify the Employee in writing of discharge or suspension and the reasons thereof. Notification shall also be given to the Union President and a copy mailed to the local Union office within seven (7) calendar days from the time of the discharge or suspension.
- C. Any Employee discharged or otherwise terminated must be paid in full for all wages owed him by the Employer, including earned vacation pay and prorated educational incentive, and mandatory training due at the next pay period following the date of discharge.

- D. An Employee wishing to appeal a suspension or discharge shall utilize the grievance procedure set forth in Article 10.

Section 2. Investigation of Police Misconduct

Officers of the Auburn Police Department hold a unique status as public officers, and the security of the City and its citizens depends to a great extent upon the manner in which Employees of the department perform their many duties. Out of such contacts and relationships with the public, questions may arise concerning the actions of Employees of the force. Such questions may require prompt investigation by superior officers designated by the Chief of Police or other competent authority. The Chief or designee shall investigate all such concerns. Where probable cause is found, the Employee will be notified of the investigation and nature of the concern. If diligent efforts to notify the Employee fail, then the investigator shall notify a Union representative. The Employee and the Union will also be notified by letter within seven (7) days of the determination of probable cause. Where no probable cause is determined, the investigation will terminate and the record shall not become part of the Employee's personnel file.

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

- A. To the extent possible, the interrogation will be conducted at a reasonable time taking into consideration the working hours of the Employee and the legitimate interests of the department. The Employee conducting the interrogation shall advise the Employee that an official investigation is being conducted. The investigating Employee shall inform the Employee of the nature of the alleged conduct which is the subject matter of the interrogation and, unless circumstances warrant anonymity, shall identify the complainant.
- B. If it is known that the Police Officer being interrogated is a witness only, he shall be so informed. An Employee shall be afforded forty-eight (48) hours' notice, unless an emergency exists or such right is waived, to contact or consult privately with an attorney or other counsel, prior to being interviewed.
- C. In any case in which a Police Officer has been identified as a suspect in a criminal investigation, the interrogation shall be tape-recorded and the tape shall be preserved by the investigating Employee until the investigation is completed and all charges dropped or processed to conclusion. At his request, the Employee or his attorney may listen to, transcribe or copy all or any portion of the tape.
- D. The interrogation shall be conducted with as much confidentiality as possible. The interrogation of an Employee suspended for violating department rules and regulations, shall be limited to questions which are related to the Employee's performance regarding the alleged violation.
- E. If the Police Officer is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be afforded all rights granted under such circumstances to other persons.

- F. In all cases in which an Employee is interrogated concerning a serious violation of departmental rules and regulations which, if proven, would be likely to result in his removal from the department, and where the same can be accomplished without reasonably delaying or impeding the investigation, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his choosing and/or a representative of the Union before being interrogated, and his attorney and/or a representative of the Union may be present during the interrogation but may not participate in the interrogation except to counsel the Employee.
- G. If the Employee under the investigation is requested to submit to a polygraph examination, he or she will be furnished a list of questions which will be asked prior to the commencement of the examination. Questions shall be specific in nature and shall pertain to the accusation. If an Employee is requested to submit to any other type of test, he or she will be advised of the type of test and the Employee will be afforded an opportunity to obtain a similar independent test, if available. Before an Employee is requested to submit to a polygraph examination, the City shall have a written signed accusation of wrong doing against the Employee under investigation. Before any accused Employee is subjected to a polygraph examination the accuser will be tested first.
- H. The investigation will be conducted without unreasonable delay and the Employee will be advised of the final investigation.

Section 3 - Personnel Files

- A. Insofar as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of Employees shall be confidential and shall not be released to any person other than officials of the department and other City Officials, except upon a legally authorized subpoena or written consent of the Employee.
- B. Upon request, an Employee shall have the right to inspect his or her employee personnel file. The inspection shall be conducted during regular business hours and shall be conducted under the supervision of the Department. An Employee shall have the right to make duplicate copies for his own use. No records in the official personnel file shall be withheld from an Employee's inspection. A Employee shall have the right to have added to his official personnel file a written refutation of any material which he considers detrimental.
- C. No written reprimand which has not previously been the subject of a hearing shall be placed in an Employee's official personnel file unless the Employee is first given the opportunity to see a copy of the reprimand. Within five days thereafter, the Employee may file a written reply. If the Chief thereafter places the written reprimand in the Employee's official personnel file, he shall also include the reply.
- D. After two years, any Employee may request that single incidents be purged from his official personnel file. The request shall be submitted to a three Employee labor- management committee composed of a Union Representative, the Chief or his representative, and the City

Manager or his/her representative. The Committee shall determine whether or not the request should be granted. The decision of the Committee shall be final. Requests for purging may be made only once in a two-year period for each individual incident.

- E. Incidents of Sustained or Exonerated sexual harassment shall not be purged from the personnel file. "Exonerated" is defined as acts which did occur but which were justified, lawful and proper. "Sustained" incidents are those in which the investigation disclosed sufficient evidence to clearly prove the allegations made in the complaint.

ARTICLE 10 - 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 provision of this Agreement. All grievances shall be settled in the following manner:

Step 1. The aggrieved Employee(s) (with or without the Union President) shall report, in writing, his grievance to the Deputy Chief within five (5) administrative working days of the event which caused the grievance, unless the event which caused the grievance involved economic issues, in which case the aggrieved Employee(s) shall report the grievance in writing with ten (10) administrative working days. The Deputy Chief shall attempt to resolve or settle the dispute within five (5) administrative working days of its presentation and shall report his action to the Employee. This step may be by-passed with the mutual consent of the grievant, the Union President and the Chief of Police.

Step 2. If the grievance is not settled at Step 1, the Employee may present the dispute to the Chief of Police within five (5) administrative working days following the report of the supervisor. The Chief of Police shall attempt to resolve or settle the dispute and shall submit a written report of his action to the Employee within five (5) administrative working days of its presentation.

Step 3. If the Chief of Police's action is not satisfactory to the Employee, the Employee may appeal the case to the City Manager within five (5) administrative working days of the report of the Chief of Police. The Manager shall forthwith consider the appeal and shall reach a decision within ten (10) administrative working days of receipt of the Employee's appeal. The failure of the City Manager to respond in writing within the time limits set forth in this step shall be deemed to constitute a denial of the grievance, and such failure to respond shall not bar the Employee's right to process the grievance to the next step. Time shall be of the essence in the reporting and appealing of all grievances.

Step 4. In the event that the grievance remains unresolved and the decision of the City Manager is unsatisfactory, the Union may submit any or all of the issues involved to binding arbitration by giving written notice of such intention within seven (7) administrative working days after receiving the decision of the City Manager. If the parties are unable to agree upon an impartial arbitrator within seven (7) administrative working days of the date when notice of intent to proceed with arbitration is given, either party may request the appointment of an arbitrator by the Maine Board of Arbitration and Conciliation, and proceedings shall thereafter be taken in accordance with the rules of the Maine Labor Relations Board. The decision of the Arbitrator shall be final and binding upon all parties.

The Arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement or impose on either party hereto a limitation or obligation not explicitly provided for in this Agreement.

Section 2 - Pay Records

The local Union or its authorized representative shall have the right to examine time sheets and any other record pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance. However, it is specifically understood such requests shall be in writing and at a time convenient to the Chief of Police.

Section 3 - Time Limits

The time limits for the processing of grievances may be extended verbally subject to written confirmation of both parties.

Section 4 – Initiation

All grievances shall be initiated no later than five (5) administrative working days after the occurrence of the Event giving rise to the grievance; ten (10) administrative working days if economic issues are involved.

Section 5 - City Grievance

Should the City feel aggrieved as the result of the interpretation or application by the Union of any provision in this Agreement, the City may seek adjustment of said grievance in the foregoing manner, except that the procedure may be initiated at Step 4.

ARTICLE 11 - SENIORITY

Section 1 - List

A seniority list shall be established naming all the employees covered by this Agreement, with the Employee with the greatest seniority (years of service) listed first. Seniority shall be based upon the Employee's last date of hire. Seniority, for the purposes of this Agreement, shall be interpreted to mean length of continuous service only, and shall be the governing factor in all matters affecting lay-off and recall and vacation assignments provided all other qualifications are equal. Work assignments shall be made on the basis of seniority except that changes can be made by supervisory personnel to enable officers to remain familiar with all beat assignments. Beat assignments will not be used as disciplinary action, but consistent with the mission and best interest of the Police Department.

Section 2 - Layoff

In the event it becomes necessary for the City to lay off employees for any reason(s), employees shall be laid off in the inverse order of their seniority, by classification. All affected employees shall receive a two (2) calendar week advance notice of layoff and the City shall meet with the affected employees prior to the actual occurrence of layoff. Employees shall be recalled from layoff according to their seniority.

Section 3 - Posting

The seniority list shall be made available to the Union within thirty (30) days after the signing of this Agreement and posted on the department bulletin board. Corrections to the seniority list shall be made within thirty (30) days of such posting. After such thirty (30) day period, the seniority list shall be deemed correct.

ARTICLE 12 - WORKWEEK

Section 1 - Work Schedule

Patrol Officers and Detectives shall be employed for a work week averaging forty (40) hours per week. Patrol Officers assigned to the Road Patrol division will work 3 consecutive days followed by 3 consecutive days off. With the exception of four eight (8) hour training days per calendar year to be scheduled by the City, Road Patrol officers assigned to the day shift will be assigned one of the following shifts: 0600-1700, or 0800-1900, taking into account, but not exclusively based on, seniority. With the exception of four eight (8) hour training days per calendar year to be scheduled by the City, Road Patrol officers assigned to the night shift will be assigned to one of the following shifts: 1700-0400, or 1900-0600, taking into account, but not exclusively based on, seniority.

The Detectives shall work a 40 hour schedule and shall be assigned either Monday through Thursday from 0700 to 1700 hours or 0800 to 1800 hours, or Tuesday through Friday 0700 to 1700 or 0800 to 1800 hours, taking into account, but not exclusively based on, seniority.

The Patrol and Detective Schedules as set forth above shall not be changed unilaterally by the City. These schedules can only be changed through negotiations of the parties. Regardless of the preceding language, the schedules set forth above may be suspended and the City may impose, in its sole discretion, a new schedule as reasonably required to ensure minimum staffing needs and to control overtime and other labor costs, in the event of the following:

- A. the City Council reduces the number of authorized sworn officers assigned to the Road Patrol division below 22;
- B. the Department experiences a temporary shortage in the number of sworn officers assigned to the Patrol Division and able to perform patrol duties below 22, or if the total number of Employees subject to this Agreement and able to perform patrol duties falls below 30 regardless of current assignment, due to staffing vacancies or leave that is protected by state or federal law, and which shortage continues for at least 30 days; or
- C. the occurrence of a Public Safety Event as defined below.

For purposes of the preceding paragraph, the term "Public Safety Event" shall mean an Act of God or Nature, fire, flood, explosion, civil disorder, strike, lockout or other labor trouble, material shortages of utilities, equipment, materials or facilities, delay in transportation, breakdown or accident, riot, war, terrorist attack or other cause beyond the City's control that requires extraordinary use of public safety resources and staffing levels, provided that the City shall notify the Union promptly of such event.

The schedules set forth above shall resume as soon as practicable following the conclusion of the Public Safety Event. For purposes of Paragraphs A and B above, once the authorized number of sworn officers assigned to the Road Patrol Division returns to 22, or the total number of Employees subject to this Agreement reaches 30, whichever occurs first, the Patrol and Detective Schedules shall be reinstated at the Department.

Section 2 - Call Back

Employees called back to work shall receive a minimum of three (3) hours pay for the work for which they are called back at time and one half (1 1/2) the straight time hourly rate.

Section 3 - Overtime

Employees may be assigned to overtime work at the discretion of the Employer. Employees shall be required to work overtime unless excused by the Employer. Overtime shall be paid at the rate of time and one half (1 1/2) for all hours exceeding forty (40) hours, the normal work week, but this will not be a factor in computing overtime for that week.

Section 4 - Compensatory Time

Patrol Officers and Detectives may elect, at their option, to accrue compensatory time at the rate of one and one-half hours for each hour of overtime worked.

Patrol Officers and Detectives may accumulate up to eighty (80) hours of compensatory time per contract year.

A request to use compensatory time, in excess of five (5) hours, must be made to the Chief or his/her designee forty-eight (48) hours prior to the requested shift off, unless there is an emergency which prevents it. Notwithstanding, requests for use of compensatory time may be approved by the Supervisor in-charge of the shift for which the compensatory time off is requested.

Compensatory time shall be granted at such time and in such time blocks as are mutually agreed upon between the involved Employee and his supervisor; permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected and when no replacement is required. Patrol Officers and Detectives will use up all accrued compensatory time before the end of the fiscal year, unless mutually agreed upon by the Employee and the Police Chief. Any unused compensatory time shall be paid in the last pay day of the fiscal year at the Employee's overtime rate.

ARTICLE 13 - WAGES

Section 1- Wage Schedule

The Employees in this bargaining unit will be paid according to the following wage scale for the duration of this contract:

2% COLA for 7/1/17 to 6/30/18	Probation	1-4 yrs	5-9 yrs	10+ yrs
Annual	\$41,339.38	\$44,646.42	\$49,117.16	\$57,686.30
Weekly	\$794.99	\$858.59	\$944.56	\$1,109.35
Hourly	\$19.87	\$21.46	\$23.61	\$27.73
2% COLA for 7/1/18 to 6/30/19				
Annual	\$42,166.17	\$45,539.35	\$50,099.50	\$58,840.03
Weekly	\$810.89	\$875.76	\$963.45	\$1,131.54
Hourly	\$20.27	\$21.89	\$24.09	\$28.29

2% COLA for 7/1/19 to 6/30/20				
Annual	\$43,009.49	\$46,450.14	\$51,101.49	\$60,016.83
Weekly	\$827.11	\$893.28	\$982.72	\$1,154.17
Hourly	\$20.68	\$22.33	\$24.57	\$28.85

This wage scale shall have retroactive effect to July 1, 2017. The wage scale for Detectives shall be 5% above the corresponding patrol step upon promotion. An Employee's step progression is subject to eligibility and performance evaluation. [This Article 13, Section 1, may be reopened by either party, solely on the issue of wages for the year beginning July 1, 2019 and ending June 30, 2020, during the last six months of the 2018-2019 fiscal year. A party desiring to reopen the Agreement must do so by serving written notice on the other party not earlier than January 1, 2019 and not later than February 1, 2019.](#)

Section 2 - Lateral Entry

New employees who are currently certified as a Patrol Employee and have recently served as a full-time law enforcement Employee may be recognized with up to six (6) years of experience. Such employees, at the discretion of the Chief, may be placed on the wage schedule recognizing their years (years rounded to the nearest year) of experience as if they had been with the Auburn Police Department. The Chief shall determine such placement at the time of hire only. Employees with lateral entry for pay purposes shall be eligible for promotion only after completing three (3) consecutive years of service with the City of Auburn Police Department.

Section 3 - Educational Incentive Program/ Tuition Reimbursement

100% Tuition Reimbursement Program - Officers will be entitled to the 100% of tuition reimbursement for college courses under the following conditions:

- The course is work related, or part of a degree program that is work-related. The Police Chief has the sole discretion to determine whether courses are work-related.
- The Employee provides advance notice of his/her intent to take a college course upon request of the Police Chief.
- The Employee must complete the course with a grade C or better.
- The maximum tuition payment will be based upon the cost per credit hour of the in-state tuition of the University of Southern Maine
- The Employee will participate to the fullest extent possible in education financial aid programs sponsored by the Federal and State Governments and in private scholarship programs.

Educational Incentive Payments in Base Pay – Police Officers employed as of 3-21-11 who have not participated in the Tuition Reimbursement Program described above (“Eligible Employees”) may opt to receive education incentive payments as part of their base hourly pay, in lieu of participating in the Tuition Reimbursement Program. Eligible Employees with an Associate's Degree may receive \$0.17 added to their base hourly pay; Eligible Police Officers with a non-law enforcement BA/BS degree may have \$0.20 added into their base hourly rate; and Eligible Police Officers with a law enforcement BA/BS Degree may have \$0.34 added into their base hourly pay. Police Officers hired after 3/21/11 are not Eligible Employees for purposes of this paragraph. In addition, once an Employee opts to receive benefits under the Tuition Reimbursement Program described in the preceding paragraph, he/she will no longer be deemed an Eligible Employee for purposes of this paragraph.

EMT Licensure - The City will pay for an Employee's re-licensing fees to maintain his/her current EMT license.

Section 4 - Detective On-Call Pay

Detectives shall be on-call on a rotating basis to provide investigative services during non-scheduled hours. Rotation schedules will be established by the Support Services Division Commander or the Criminal Investigation Unit Supervisor. The schedule shall be based on equal opportunities for all the Detectives to the extent possible. The weekly on-call periods of time shall run from 8:00 a.m. on Monday to the next Monday at 8:00 a.m. The Detective who is on-call will receive a weekly payment of \$275.

The on-call Detective's duties are to be ready, willing and able to respond to calls for service on short notice. To this end, the on-call Detective shall at all times be reachable by the Police Department and have arrangements in place so that he/she can respond in the short term to these emergent situations. When actually called back the Detective shall provide what services are necessary to handle the situation until it is sufficiently under control so that he/she can return to his/her regularly scheduled time off. The called-back Detective shall orally inform the on-duty Watch Commander of his or her activities before leaving the active duty. Notification to the Support Services Commander may be necessary as he/she deems appropriate. The called-back Detective shall be paid the call back stipend pursuant to Article 12, Section 2.

Section 5 – Incentive Pay and Expenses for Special Assignments

Animal Control Officer

The base hourly rate for the Department's Animal Control Officer shall be increased by 5% for so long as he or she holds this position.

K-9 Officer

The base hourly rate of the Department's K9 Officer shall be increased by 5% for so long as he or she holds this position. The City shall provide for reasonable animal boarding fees, food, and other costs normally associated with the care and support of animals owned by the City. The City shall have the right to pre-approve all such canine costs in advance and to establish reasonable limitations on the amount of time and the locations at which City owned canines may be boarded with a third party. The City's past practice of paying the canine Employee for 3 hours of non-work time per week as compensation for animal maintenance expenses, is hereby eliminated.

Field Training Officers

Field Training Officers ("FTO") shall receive a 5% increase in their applicable base hourly rate of pay for time actually spent training new Employees of the department. The duties of the Field Training Officers shall be as follows:

- Field Training Officers will attend evaluation meetings to discuss the strengths, weaknesses, remedial training efforts and suggestions for the future training of their trainee. These meetings will offer an opportunity for the FTO officers to discuss the progress and problems pertaining to each new officer. FTO officers shall receive their 5% increase for time spent during these meetings.

- The FTO will produce a Daily Observation Report (DOR) at the end of each shift, as an evaluation of the trainee for that particular day.
- The FTO will maintain the Training Briefs and Patrol Duty List located in the Field Training manual, which is a short record of incidents that the trainee officer has been exposed to.
- FTOs will ensure that all daily quizzes are completed. No advanced assistance with the answers will be provided.
- Provide guidance and control of officers in the program.
- Complete any other duties as assigned by the Field Training Coordinator.

Section 6 - Probationary Period

All new employees shall serve a probationary period and shall have no seniority rights during this period. The City shall have the right to terminate or otherwise discipline any probationary Police Officer for any reason and such termination or discipline shall not be subject to the grievance procedure.

The probationary period for employees who are hired and have completed the M.C.J.A. or who have been re-certified shall be twelve months. These employees shall be hired at the first step of the pay plan subject to Section 2 above.

The probationary period for employees who are hired and have completed equivalent training in another state shall be twelve (12) months from the date that the M.C.J.A. accepts the out-of-state training.

The probationary period for employees who are hired and have not completed the M.C.J.A. or who have not received equivalent training shall be for twelve (12) months after completion of the M.C.J.A.

After successful completion of the probationary period, the time served will be considered in computing seniority.

During the probationary period written evaluations will be prepared at the completion of every three (3) months.

The probationary period may be completed at the end of six (6) months at the discretion of the Chief.

For purposes of pay, anniversary will be determined by start date at the Academy.

Section 7 - Cafeteria Benefit Plan

This section combines the Wellness Account and the Multiple Choice Benefit Plan into one Cafeteria Benefit Plan. The City will contribute for all permanent employees covered by this agreement

\$800 annually to each Cafeteria Benefit Plan. Employees will contribute a minimum of \$150, through payroll deduction, to the Plan. Employees may also contribute during open enrollment an amount equivalent to the cash value of up to four sick leave incentive days to the Plan. Said days will be computed at the Employee's current hourly rate x the number of hours in the Employee's normal scheduled work shift (excluding overtime). Reimbursements must be in accordance with the rules of the Cafeteria Benefit Plan and be in compliance with all applicable IRS Regulations.

ARTICLE 14 – IN-SERVICE TRAINING

The Police Chief shall make available to all Police Officers covered by this Agreement training as required by the MCJA Training Standards. Employees shall be paid one and one-half (1 1/2) times their regular hourly rate of pay for all hours of training received. Officers will be paid for training in the payroll period in which it was earned.

It is the intent to make available to all employees, as best as can be scheduled, an equal number of training hours. Attendance at in-service training will be excused if training is scheduled for the Police Officers, covered by this agreement, on days off prior to or after their scheduled vacation.

ARTICLE 15 - HOLIDAYS

The following days shall be observed as holidays by all regular employees in the bargaining unit:

New Year's Day	Labor Day
Presidents Day	Columbus Day
Patriot's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Officers shall receive, in addition to regular weekly wages, one fourth (1/4) of his/her weekly wages for each holiday. An Employee will receive an additional one half pay of the Employee's base hourly rate for any hours actually worked on Thanksgiving and/or Christmas, as long as it is his/her regularly scheduled day. Detectives, at their option, may elect to work or not to work on holidays. If a detective opts not to work a holiday which falls on his/her regularly scheduled day, the detective will receive his/her regular weekly pay, but no additional holiday pay.

Officers shall be entitled to two (2) floating holidays. Officers shall be granted one (1) personal day. Personal days shall be scheduled when no replacement for the Employee is required. Personal days shall be taken in one (1) day increments.

ARTICLE 16 - VACATIONS

Section 1 - Accrual

Each Employee in the bargaining unit shall be entitled to twelve (12) working days per year of vacation leave with full pay after completion of six (6) months employment. All employees having worked for the City for a period of not less than eight (8) years nor more than seventeen (17) years shall be entitled to sixteen (16) working days each year. At eighteen (18) years an Employee shall be

entitled to twenty (20) working days of paid vacation leave.

If an Employee is in an acting rank capacity that carried a different work schedule, the vacation accrual will reflect the schedule under which he/she worked for the majority of the month.

Vacation leave will be accrued monthly at the end of the month. The month in which employment begins or ends will be counted as a month of service if employment begins before the 16th or ends after the 15th day of the month. Any absence from duty for which sick leave is paid shall not constitute a break in the service record for the accumulation of vacation leave. Unused vacation days may accrue from one year to the next but at no time shall exceed a total accumulation of 330 hours. Accumulated vacation leave, subject to the maximum allowed, shall be paid to an Employee upon separation after six (6) months employment or upon death, with no minimum employment, to his or her beneficiary. The payment shall be made in one lump sum. Computation of the value of each hour paid shall be determined by utilizing the straight hours wage.

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

Vacation utilization authorized shall not exceed the balance available to the Employee by more than one (1) day. With the permission of the Chief of Police an Employee may be allowed to "borrow" one day's leave in advance but at no time may an Employee "owe" the City more than one (1) vacation day. All overtime will be covered by sworn regular officers pertaining to this article.

ARTICLE 17 - SICK LEAVE

Each Employee shall be entitled to paid sick leave which is to be earned at the rate of eight (8) hours or one (1) working day, whichever is greater, for each calendar month of service. Unused sick leave may be accumulated to a maximum of one-thousand-six hundred fifty hours (1650). Sick leave credit will continue to accrue while an Employee is on sick leave. Sick leave may also be granted to an Employee because of illness of a member of the Employee's "immediate family" which is defined as spouse, child or parent. Sick leave will be deducted on an hour for hour basis.

One half (1/2) of an Employee's accrued and unused sick leave, subject to a maximum of four hundred (400) hours or fifty (50) working days, whichever is the greater, shall be paid to an Employee upon retirement or pension or to his beneficiary upon death. The City, through appropriate supervisory personnel, may request documentation in cases of suspected single day patterned abuse of sick leave.

For officers who are at the sick leave maximum accumulation, the City will continue to grant one vacation day for every two sick days not used

For an Employee not at maximum sick leave accumulation, the Employee will be granted one sick leave incentive day, up to a maximum of four days per year if he/she does not use sick leave in the periods listed below.

First sick leave Incentive period starts July 1st and ends September 30th.

Second Sick Leave Incentive period starts October 1st and ends December 31st.

Third Sick Leave Incentive Period starts January 1st and ends March 31st.

Fourth Sick Leave Incentive period starts April 1st and ends June 30th.

For the purposes of this provision, sick leave donated to a catastrophic sick leave bank shall not be interpreted as sick leave use. The Employee may either use the sick leave incentive day as a day off, or may elect to contribute up to four sick leave incentive days to the Cafeteria Benefit Plan during annual open enrollment. The value of the wellness account may not exceed the limit noted in Article 20, Section 4. The day may only be taken on a day when the Employee does not have to be replaced. During the contract year an Employee can elect to convert two sick days (not sick incentive days) into cash value, at current hourly rate of pay, to be applied to the Employee wellness account.

The City reserves the right to request documentation such as a note from a treating physician, in cases of suspected sick leave abuse. Any Employee determined by the Employer to be abusing sick leave shall be subject to discipline or discharge. Any individual calling in sick for his/her assigned shift shall not be eligible for an extra or outside job for a period of twenty-four (24) hours after the beginning of the shift for which he/she called in sick. This is not intended to apply to court appearances.

ARTICLE 18 - OTHER LEAVES

Section 1 - Leave of Absence

An Employee may be granted a leave of absence without pay by the City Manager on recommendation of the Police Chief with such leave not to exceed one (1) year in length. The granting of the leave shall protect the Employee's existing continuous service for the leave period but shall not count as service time for Maine State Retirement, nor shall vacation or sick leave accrue during the absence, nor will the Employee receive pay for municipal holidays.

For the purpose of this section, leaves of absence shall be defined as any leave without pay, of more than two (2) weeks in duration, which is for personal reasons of the Employee, and which is not occasioned by illness of the Employee.

Section 2 - Military Leave

Any Employees of the bargaining unit who are members of the organized military reserves and who are required to perform field duty, will be granted reserve service time, in addition to normal vacation leave in accordance with Uniformed Services Employment and Reemployment Rights Act (USERRA) as well as all applicable federal and state statutes. In order for the Chief of Police to accommodate military leave and to provide adequate staffing of the department, the Employee must provide a copy of the written orders as soon as possible after they are received. For any such period of service leave, the City will pay the difference (if any) between the service pay and the Employee's base pay except as hereinafter provided. Pay received shall not exceed base weekly pay.

Section 3 - Jury Duty

An Employee will be granted special leave, as required, for jury duty or performance of other civic duty requiring appearance in court or before another public body. The Employee shall be paid the difference (if any) in compensation between the amount received from the rendering of such service and his or her regular rate of pay, if the service occurs during a work day.

Section 4 - Funeral Leave

Leave of absence without loss of pay shall be granted the Employee for five (5) consecutive working days in the event of the death of a spouse or a child. Up to a maximum of three (3) consecutive working days, plus reasonable travel time, shall be granted to an Employee in the event of the death of an immediate family Employee. Such leave shall commence no later than date of death. Immediate family here shall be defined to include parent, grandparent, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents-in-law, step father, step mother, step brother, step sister, and any other person living in the Employee's household. Special leave shall also be granted for the funeral of a fellow Employee, with the time granted not to exceed one half (1/2) day. For attendance at a funeral for a relative or friend not included in the category eligible for special leave, an Employee shall be allowed to utilize sick leave, but only to the maximum extent of 15 hours per year.

ARTICLE 19 - COURT TIME

Employees who are required to make a work-related off-duty court appearance, shall receive a minimum of three (3) hours' pay at time and one-half their base hourly rate, and 1.5 times their base hourly rate for all hours after three hours of actual time spent at an off-duty court appearance. Separate morning and afternoon appearances for two (2) separate cases will constitute payment for two (2) separate appearances. Any compensation (from other than the City) received by the officers for attendance at any Court or official hearing shall be paid to the City. Any Employee on Superior Court standby shall receive the minimum court time payment if not released by 10:00 a.m. For the purposes of this article, Employees on paid leave shall be considered to have a work shift of 8:00 am to 4:00 pm.

ARTICLE 20 – INSURANCE

Section 1 - Health Insurance Cost Share

The City shall provide health insurance benefits through the Maine Municipal Employees Health Trust or a comparable plan. The City will continue the PPO 500 plan through the Maine Municipal Employees Health Trust at the Employee/Employer cost share as outlined below. Members of the bargaining unit who opt to remain in the POS C Plan will pay the difference in premiums between the PPO 500 Plan and the POS C Plan for the single, single parent and family subscribers.

The City and the Employee shall share in the cost of health insurance. The cost share for annual health insurance premiums will be in accordance with the following schedule:

	City	Employee
<u>July 1, 2017- June 30, 2020</u>	75%	25%

All employees shall pay a portion of the health insurance premiums in accordance with the schedule outlined in the Health Promotion Program in **Exhibit B**. In the event that the Health Promotion Program is eliminated, through loss of funding or any other reason, the Employee cost share will be 15% of monthly premiums. This cost share shall apply regardless of the level of insurance (individual, individual with children or family). Employees will reimburse their share on a weekly basis through payroll deduction. Employees may elect to have the weekly cost share deducted from their

Cafeteria Benefit Plan. Employee cost share shall be adjusted upon notification and billing by the insurance carrier. Employees who certify that they have not and will not smoke or use any tobacco products during the contract year may have their weekly health insurance cost share reduced by \$2.00 per week.

Section 2 - Health Reimbursement Account

The City will implement a Health Reimbursement Account (HRA) in the amount of 100% of maximum out-of-pocket costs for use toward deductibles and co-insurance for employees who enroll in the PPO 500 Plan. The unused money in the HRA rolls over from year to year and each fiscal year, the City will replenish each account up to the amount specified above.

Section 3 - Health Insurance Waiver

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

1. Any Police Officer eligible for full family coverage or single coverage and who elects to waive health insurance coverage shall receive an annual payment equal to the amount of three and seven tenths (3.7) months of health insurance payments.
2. A Police Officer who is eligible for a full family plan, but opts to take either a "single parent plan" or a "single plan" shall receive an annual payment equal to three and seven tenths (3.7) months of the difference in premiums between the plan for which he/she is eligible and the plan which he/she opts to take.
3. Police officers who are married to other City (non-school) employees covered by the health insurance shall be eligible for an amount equal to three and seven tenths (3.7) months of insurance premiums at the single rate if he/she waives health insurance coverage with the City. The payment will be made to one or the other of the married employees, but not both.
4. The payments in lieu of health insurance shall be based on the premiums in effect the month the premiums are paid.
5. A new Police Officer who waives health insurance coverage shall not be eligible for the payment in lieu of insurance until he/she has successfully completed the probationary period.
6. If the Police Officer wishes to be reinstated on the health insurance policy or change his or her coverage from a single or a single parent plan (if he/she would otherwise be eligible for full coverage), he/she may do so as long as he or she follows the insurance carrier's requirements for evidence of insurability and portability of coverage provisions.
7. If a Police Officer is reinstated (or covered for the first time) after receiving payment for waiving health insurance coverage, the Police Officer shall repay the City the balance of

the payment, pro-rated on a monthly basis.

8. In order to receive payment for waiving health insurance coverage or to be reinstated on the health insurance plan, the Police Officer must submit written notice to the Human Resources Director. Discontinuance of health insurance or reinstatement of coverage will be effective the first day of the following month in which written notice has been received, provided that the Employee meets all conditions which may be imposed by the health insurance carrier.
9. If a Police Officer is currently receiving a payment for waiving health insurance coverage, then the new payment rates for waiving coverage will be implemented in the month in which the payments are normally due to the Employee.

This section is effective with the signing of the contract and is not retroactive. All calculations for the health insurance waivers are based upon the PPO 500 Plan.

Section 4 - Group Term Life Insurance

The City will pay the life insurance premiums under the Maine Municipal Employee Health Trust Supplemental Life Insurance Plan up to the first \$10,000 of coverage for each Employee of the collective bargaining group provided the following conditions are met:

1. The participation rate (as determined by MMEHT) for the bargaining unit is achieved in order to provide the plan to the officers.
2. The Employee agrees to purchase the remaining premiums based upon 1X, 2X or 3X his/her base annual salary. If the Employee does not purchase the remaining life insurance coverage, then the Employee will not be eligible for the first \$10,000 of paid coverage by the City.

ARTICLE 21 - RETIREMENT SYSTEM

The City of Auburn is a participating district in the Maine Public Employees Retirement System for the benefit of all Employees. Employees are enrolled in the MePERS 3C plan. Accrual of service credit and determination of benefits shall be governed by the rules of the Maine Public Employees Retirement System.

In Service Retirement Program - Employees hired before April 1, 2000 shall be eligible to enter the "In-Service Retirement Program" (the "Program") upon reaching 25 years of credited service regardless of age. The next day after the Employee is eligible to retire with full benefits shall be his/her eligibility date (the "Eligibility Date"), at which time, he/she may opt into the Program. Under the Program, he/she will be able to collect his/her retirement while continuing to work at the Auburn Police Department.

Upon entry into the Program, eligible Employees in good standing will agree to be immediately rehired for a maximum of 60 months. For each month beyond the Eligibility Date, the Employee reduces the maximum eligibility by the equal amount of months. The minimum amount of months in the Program will be 12 months. All employees who opt into the Program must fully and finally separate

from the Auburn Police Department within 60 months of first reaching their Eligibility Date.

Upon initial separation, all Employees must cash out all allowed accrued time. Upon rehire, the Employee will be awarded 25 personal days. Annually the accrual of personal days will be posted on the anniversary date of the Employee's rehire. If an Employee separates prior to completing a full year, the amount will be pro-rated by month in calculating cash-out of personal days. Accrual of personal days for employees in the Program will be in lieu of any vacation or sick leave accrual.

If an Employee has become disabled while participating in the Program, the Employee shall be treated as they had concluded the Program.

Upon rehire, the participating Employee will receive an amount equal to 50% of the City's required contribution into the MePERS 3C Plan, which amount will be placed into an allowable tax deferred retirement contribution program.

All other provisions of this Agreement, other than those pertaining to accrued leave, shall not be affected hereby.

ARTICLE 22 - WORKERS COMPENSATION

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

Employees provided benefits under this Article 22 shall continue to accrue sick leave, vacation benefits and holidays, subject to maximum accumulations, during the first twelve (12) months of incapacity. Employees may receive health insurance coverage for up to thirty-six months from the date of incapacity or until they return to active duty, are placed on disability retirement or resign, whichever comes first. Employees receiving benefits under this article shall not be charged sick leave. Employees may take vacation leave while receiving benefits under this Article, but in no case shall they receive double payment during said leave.

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

Employee's incapacity.

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

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

ARTICLE 23 - UNIFORMS

The City will provide, maintain and launder as appropriate and replace uniforms for Patrol Officers and Officers working in civilian clothes as per **Exhibit A** (attached to this contract) through a quartermaster system. Detectives will be reimbursed, up to a maximum of \$500 annually, by the City for the purchase of articles of clothing necessary for the performance of their duties and to maintain a professional appearance. All officers, including Detectives, shall be responsible for having the required equipment and clothing specified in **Exhibit A**.

Personal effects such as watches will be replaced or repaired (up to a maximum of \$50.00) whichever is less, if damaged in the course of employment. If personal effects are damaged in the line of duty, the Employee must notify the Court Officer for reimbursement through restitution process. Any funds received through restitution for expenses paid by the City shall be turned over to the City. Any unauthorized police equipment will not be replaced or repaired at the City's expense.

ARTICLE 24 - PHYSICAL FITNESS

The City and the Union hereby recognize that the physical fitness of employees vitally affects the efficient, safe, and productive operation of the Department and the quality of police services provided to the public. Each Employee is required to maintain the level of physical fitness necessary to perform the normal duties of his/her position.

The Chief is authorized to promulgate a rule requiring each Employee to undergo an annual physical fitness testing program on a regular basis. Said rule shall outline the tests which each Employee is required to undergo and tests shall be objective and measurable. Reasonable provision shall be made for any known physical disability of any Employee by offering alternative tests or by permitting extensions of time for taking such tests in the case of temporary disabilities. Discipline shall not result from the Employee's failure of the initial test or any portion thereof. Upon failure of the test, or any portion thereof, the City may require an Employee to attend a remedial or structured program. So long as the program coordinator certifies that said Employee has been diligently participating since entering the remedial or structured improvement program, the Employee will not be disciplined for failing the physical fitness test. Employees, hired before July 1, 2004, shall only be disciplined for refusing to take the physical fitness test or for refusing to participate in a remedial

program. No such grandfathered Employee shall be disciplined for failing said test or for failing to make progress in the remedial program. Employees hired after July 1, 2004 may be subject to discipline, including termination, after 18 months, for failing the program.

Prior to implementing the program and annually thereafter, the Chief shall review the recommendation provided by the Physical Fitness Committee established by the Labor-Management Team. The Chief will make any changes necessary and give the final draft to the Association for review. The Association will have fifteen (15) working days to make any written comments on such draft rule prior to its final promulgation. Any changes (after the initial adoption) to the testing standards of the program shall be reviewed and approved by the Labor-Management Committee prior to implementation.

All Employees of the department covered by this Agreement will be required to take a complete medical examination at least biennially from the department designated physician at the City's expense. The results of the examination will be provided to the Police Chief on the forms provided.

ARTICLE 25 - DEFECTIVE EQUIPMENT

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer. The Employer shall not ask or require any Employee to take out equipment that has been reported by any other Employee as being in an unsafe operating condition until same has been approved as being safe.

ARTICLE 26 -NON- DISCRIMINATION

In accordance with applicable law, the City and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, ancestry, national origin sexual orientation, physical or mental disability, or age, nor will they limit, segregate or classify employees in any way to deprive any individual Employee of employment opportunities because of race, color, religion, sex, sexual orientation, ancestry national origin or age.

ARTICLE 27 -LABOR/MANAGEMENT COMMITTEE

The Union, its Employees, and the City agree to continue to participate in the Labor-Management Team. The purpose is to work together in identifying and implementing improvements to the operations of the Auburn Police Department and service to the citizens of Auburn. The goals of the team include fostering good communications (both internal and external to the department), improving customer service, (internal and external), increasing accountability and effectiveness, increasing productivity and realization of cost savings. For this effort, the Union agrees to appoint three (3) representatives to the team and other Employees as may be needed for individual issues and/or subcommittees.

The team may discuss other issues/areas as mutually agreed upon. Items brought to the team by individual Employees must have first been discussed with a union Labor-Management Team Employee.

ARTICLE 28 - MAINTENANCE OF PRACTICES

During the term of this Agreement, the City agrees to maintain the following practices and benefits:

1. The policy of permitting swaps will continue as listed:
 - a. Proper form must be submitted and approved by the Chief or his designee,
 - b. Except for emergencies, the form should be submitted forty-eight (48) hours in advance of the requested swap,
 - c. It is the responsibility of the individual Employee to maintain the records for days swapped and owed,
 - d. Swap requests for trading time shall not be unreasonably denied.
"Unreasonable" shall be defined as working more than five (5) days in succession; a non-academy trained Employee replacing one who has completed the academy; swaps used to permanently change shift assignments (e.g. days to evenings).

The following criteria shall also apply:

- i. The reason for trading time is due, not to the City's operations, but to the Employee's desire or need to accommodate personal or unexpected needs as they arise, and
 - ii. The pay back of a swap shall take place within nine (9) months of the swap.
2. The "meal period" of one-half (1/2) hour duration will be maintained. The time of the "meal period" will commence at the arrival at the meal location. The Police Officer must inform the dispatcher of the location. In emergencies, the "meal period" can be interrupted.
3. Coffee break of between 10-15 minutes will be permitted. It is the Police Officer's responsibility to notify the dispatcher when leaving his/her post and the break can be interrupted for emergencies.
4. Breaks for personal necessity may be taken at the station or at the Police Officer's home, provided the Police Officer resides in Auburn. It is the Police Officer's responsibility to notify the dispatcher of his/her location.
5. Police officers will be allowed adequate and reasonable time for doctor appointments. However, every effort should be made to have the appointments set for off-duty time. Advance notice to the Chief or his designee is required. If the appointment is at an office located outside the City of Auburn, the police cruiser shall not be used.

6. Members of the department can continue to drop off laundry.
7. Police officers will be permitted to "stay over" or "come in early" at the completion of their tour for another Police Officer on a voluntary basis, not to exceed 4.5 hours.
8. Seniority will prevail in vacation selection. However, vacation selections made when the vacation list is posted in December will not be changed because of seniority. This means if a junior Employee selects a vacation period and it is not in conflict with a senior Employee, the senior Employee will not be permitted to bump the junior Employee at a later date. The needs of the department will take precedence in all matters of vacation.
9. The City agrees to maintain its current Police Liability Insurance.
10. The City will agree to provide transportation from the station to and from extra assignments whenever there is good cause to believe that the Employee's private vehicle may be vandalized (subject to availability of cars to provide the transportation).

ARTICLE 29 - OUTSIDE EMPLOYMENT

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

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

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

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

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

1. Where it occurs that secondary employment has an adverse effect on the Employee's sick leave record and work performance.
2. Where the nature or location of the employment compromises the effectiveness of the Employee as an Auburn Police Officer or creates the appearance of impropriety on the part of the Employee on the City.
3. Where secondary employment impairs the Employee's ability to discharge the duties and responsibilities of his City job.

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

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

ARTICLE 30 - SUBCONTRACTING

Section 1 - Loss of Job due to Subcontracting

If the City's subcontracting will result in a loss of a job of an Employee, the City will meet and consult with the Union over the loss of the job. In addition, the City will:

1. fill a posted vacancy within the Police Department if any, with an affected Employee who is qualified for that vacancy; and
2. if there is no posted vacancy for which an affected Employee is qualified, the City will attempt to find a vacancy elsewhere within the City's workforce, which would provide comparable employment and offer such employment to the affected Employee; and
3. if there is no comparable employment available elsewhere within the City's workforce, the City will attempt to obtain an offer of employment for an affected Employee from a sub-contractor; and
4. if there is no offer of comparable employment by the City, and if there is no offer of comparable employment by the subcontractor, an Employee will then be laid off. A laid-off Employee shall be recalled to his former job, if a vacancy occurs within one (1) year of layoff.

Section 2 – Recall of former Employee

If an affected Employee obtains a job with a subcontractor, but is later laid-off by the subcontractor within two (2) years after the Employee's last date of employment with the City, and the following conditions exist:

1. the layoff of the former Employee by the subcontractor was due to loss of the contract with the City; and
2. the City resumes the performance of the work formerly performed by the contractor; and
3. because of the resumption of such work by the City of Auburn, a vacancy exists in the police department for which the former Employee is qualified; then

the City shall recall that former City Employee for employment with the City of Auburn.

A laid-off Employee or former Employee may be given notice of recall by certified mail sent to the Employee's last address in the City's records. Within five (5) working days after the certified receipt date, a laid-off Employee must signify his/her intention of returning to work to the Chief of Police. If delivery of the notice is unsuccessful, or if an Employee fails to respond within five (5) working days of the certified receipt date, such Employee shall be considered to have quit City employment. If an Employee signifies to the Chief of Police his/her intention to return to work, he/she shall be given up to

fourteen (14) consecutive days of the certified receipt date within which to report to work.

It is understood that the City may subcontract for reasons of economic or performance efficiency and effectiveness as long as those reasons do not include retribution on the Union for the conduction of legal Union activities.

ARTICLE 31 - RECIPROCITY

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

ARTICLE 32 - SUBSTANCE ABUSE TEST

The City and the Union agree to negotiate a substance abuse testing policy that includes random substance abuse testing, subject to approval by the Maine Department of Labor.

ARTICLE 33 - ACTIVE AGREEMENT

The Union and the City agree, by mutual consent, to discuss, reopen or negotiate any matter or contract provision of interest to the parties during the term of this Agreement. In particular, the parties agree to reopen and make necessary amendments resulting from the discussions and implementation of the annual Labor-Management Team Workplan (referenced in Article 27).

This agreement shall be in force and effect from July 1, 2017 to June 30, 2020 and shall automatically remain in effect from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify or terminate this Agreement.

ARTICLE 34 - SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement is declared by proper legislative, administrative or judicial authority to be unlawful, unenforceable or not in accordance with applicable law, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

[REMAINDER OF THIS PAGE BLANK. SIGNATURE PAGE FOLLOWS]

In witness thereof, the undersigned have caused this Agreement to be executed the ____ day of
| ~~==~~ November, 2017, with an effective date of July 1, 2017.

CITY OF AUBURN

MAINE ASSOCIATION OF POLICE –
PATROL & DETECTIVE UNIT

By: Peter Crichton
Its City Manager

By:
Its

By:
Its

By:
Its

|

EXHIBIT A
UNIFORM POLICY

1. All uniform, insignia, accessory, equipment and optional items will meet department specification and approval of the Chief.
2. All items, except Optional Clothing/Equipment items, will be issued to a new Employee as initial supply.
3. All items, except Optional Clothing/Equipment, will be replaced under a quarter master system on an "as needed" basis as determined by the Police Chief or designee.
4. Any item that is lost or damaged through "negligence" shall be replaced at the Employee's expense.
5. All items except for footwear and civilian clothes must be returned to the department upon separation.
6. The Police Chief in his/her sole discretion shall determine the situation and manner for wearing of uniform types and items.
7. Body armor shall be required to be worn while on duty or assignment. Replacement of body armor will be as recommended by the manufacturer and as monies are available.
8. Optional Clothing/Equipment items may be purchased by the Employee or with an Optional Clothing Allowance, if provided. If purchased with the Optional Clothing Allowance, all such items purchased will be reimbursed, up to the allowance amount, upon presentation of a receipt. The department will not be responsible for the laundering, maintenance or replacement of optional apparel or items.
9. Detectives will receive an annual clothing allowance of \$500 for the purchase of the clothing items listed below, with the exception of the Class A and BDU uniform which will be replaced in accordance with the quartermaster system.
10. Weapons will be issued by the department (effective January, 1996) and will remain department property.

I. ISSUANCE & REPLACEMENT LIST

J. <u>Category/Item:</u>	K. <u>Qty</u>	L. <u>Category/Item:</u>	M. <u>Qty</u>
N. Patrol Officers		O. Detectives	
P. Hats (8-point/1 ball cap)	Q. 2	R. Sport Jackets	S. (Total Expenditures Not to Exceed Annual Allowance)
T. Shirts (3 winter/ 3 summer)	U. 6	V. Dress Slacks	
W. Pants	X. 3 pr.	Y. Dress Shirts	
Z. Duty Gloves	AA. 1 pr.	BB. Ties	
CC. Tie	DD. 1	EE. Dress Shoes	
FF. Blousing Straps	GG. 1 pr.	HH.	
JJ. Shoes (Dress)	KK. 1 pr.	LL.	
NN. Boots (All Season – Military Style)	OO. 1 pr.	PP.	
RR. Coat	SS. 1	TT.	
VV. Class A Uniform (Lt. Blue Shirt/Pants)	WW. 1 ea.	XX.	
ZZ. Raincoat	AAA. 1	BBB.	CCC.
DDD. Insignia (All Personnel)		EEE. Accessories (All Personnel)	
FFF. APD Pins	GGG. 2	HHH. Weapon	III. 1
JJJ. Name Tags	KKK. 2	LLL. Nylon Gear	MMM. 1
NNN. Rank Insignias	OOO. A s Appropriate	PPP. Expandable Baton	QQQ. 1
RRR. Department Patches	SSS. As Appropriate	TTT. Handcuffs	UUU. 1

VVV.	Badges	WWW.	2	XXX.	Pepper Mace	YYY.	1
ZZZ.	Hat Insignia	AAAA.	1	BBBB.	Attaché Case	CCCC.	1
DDDD.		EEEE.		FFFF.	Body Armor	GGGG.	1
(Level II or Equivalent)							

HHHH. OPTIONAL CLOTHING/EQUIPMENT LIST (All items must be approved prior to purchase*)

IIII.	Sweater	JJJJ.	Socks	KKKK.	Dickey
LLLL.	Raingear (Additional)	MMMM.	Mock Turtleneck	NNNN.	Ties
OOOO.	Polo Shirt	PPPP.	Shoes (Black Casual)	QQQQ.	Shorts
RRRR.	BDU Windpants	SSSS.	Boots (Summer)	TTTT.	Gore-Tex Ballcaps

UUUU. *Purchase through A.B.P.A.

EXHIBIT B
CITY OF AUBURN
HEALTH PROMOTION PROGRAM

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

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

The program can be broken down as follows:

Health Risk Analysis and Education

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

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

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

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

Health Care Advisory Team

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

Health Care Management Proposal

The insurance proposal is as follows: Employees' portion of health insurance premium increases from 15% to 25%, effective July 1, 2007. Alternatively, an Employee may participate in the Health Promotion Program and make his/her intentions known to participate by November 31, 2007. The program's implementation date is December 1, 2007. During the first seven months of the program (12/1/07 to 6/30/08), employees and their spouses need only agree to participate in the program to obtain the 10% health insurance premium savings. After July 1, 2008, employees and spouses are expected to meet the specific goals by utilizing their 'best efforts' as established by the Health Care Educators to obtain the full 10% savings.

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

- 2.5% (1.25% each) when both Employee and spouse agree to participate in a Health Risk Assessment, a physical examination by personal physicians including the prescribed lab/x-rays;
- 2.5% (1.25% each) when both agree to participate in an exercise program tailored by the Health Care Educator in conjunction with the Employee's physician;
- 2.5% (1.25% each) for quitting smoking or for being a non-smoker.
- 2.5% (1.25% each) when both obtain BMI (body mass index) goals, or related weight management program.

For employees on single plans or Employee plus children plans, the percentage savings for the participant in the four components double for the Employee (for example, 1.25% becomes 2.5%).

In the second year of the program (7/1/08-6/30/09), the Employee must meet 3 out of 4 components (Employee and spouse must meet 6 out of 8 components) to receive the 10% discount. In the third year of the program (7/1/09 - 6/30/10), the Employee must meet all four components (Employee and spouse must reach seven out of eight components) to receive the 10% discount. The total adjustment to the Employee's health insurance cost share will not exceed 10%.

Health Promotion Program and Health Insurance Cost Share

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

1. The Employee/spouse has participated in the Health Risk Assessment;
2. Has made reasonable progress and improvement since the last measurement;
3. Has been recommended by their health care provider/educator as having made their "best effort".

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

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

Medical Spending Account

The City will continue to provide the Medical Spending Accounts through which the Employee may submit receipts for office visit co-payments, lab work, diagnostic testing, and prescriptions. In addition, the Employee may increase the funds in the Medical Spending account by making additional contributions through payroll deductions and by allocating accrued sick days as allowed by the collective bargaining agreement.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



Leroy Walker, Ward Five
Grady R. Burns, At Large
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 110-11202017

ORDERED, that THE City Council authorizes the City Manager to execute the Collective Bargaining Agreement with MAP (Maine Association of Police) Patrol Unit for July 1, 2017 through June 30, 2020.



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: November 20, 2017

Order: 111-11202017

Author: Yvette Bouttenot, Community Development Manager

Subject: Memorandum of Understanding (MOU) – Newbury Street Community Garden

Information: The City Council voted to approve funding for the City's second Community Garden at 88 Newbury Street, a city-owned lot located in the New Auburn target Area at its meeting of May 15, 2017. The funds have been allocated from the FFY2017 CDBG Budget and conforms with the 5 year Consolidated Plan. The MOU identifies the scope of the project, the allowable use of the lot, the responsibilities of the parties involved and the term for the use as a community garden. The language is taken from the MOU used for the Webster Street Community Garden.

City Budgetary Impacts: The program will be funded with CDBG Funds of \$22,000 from the FFY2017 budget. There is no City Budget funding for this program.

Staff Recommended Action: Consent to sign the Memorandum of Understanding between the City of Auburn and St. Mary's Nutrition Center.

Previous Meetings and History: May 15, 2017 City Council Meeting approving the FFY2017 Action Plan.

City Manager Comments:

I concur with the recommendation. Signature: _____

A handwritten signature in blue ink, appearing to read "Peter J. Coakley", is written over a horizontal line.

Attachments: Memorandum of Understanding

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



Leroy Walker, Ward Five
Grady R. Burns, At Large
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 111-11202017

ORDERED, that the City Council hereby Authorizes the City Manager to sign the Memorandum of Understanding for the Newbury Street Community Garden.



City of Auburn
City Council Information Sheet

Council Workshop or Meeting Date: November 20, 2017 Order: 112-11202017

Author: Michael Chammings
Subject: Amendment to the Commitment of HOME Funds to the 62 Spring Street Project
Updated Borrower Designation

Information:

In 2015, the Council authorized the commitment of \$250,000 in HOME funds to the 62 Spring Street project, which will bring 41 housing units to the Downtown area, 32 of which will be low income housing and 9 of which will be market rate housing.

The funding request was first brought to the Council on behalf of Auburn Housing Development Corporation, which request was approved by the Council at its meeting on September 21, 2015, Order No. 9212015, and amended on September 12, 2016.

Since those meetings, the Project has formed a limited partnership, 62 Spring Street LP, to hold title to the property and to develop the project, with the support and assistance from the Auburn Housing Authority and the Housing Authority’s various wholly owned entities. The sole general partner of 62 Spring Street LP is AHDC Development, Inc.

Rather than require a loan to AHDC Development, Inc. or Auburn Housing Development Corp., staff propose amending the Council’s authority, as requested by the Developer, to allow for the loan to be made directly to the limited partnership which is permitted by the HOME regulations.

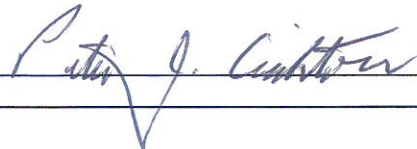
NOTE: The projected closing on this project is November 28, 2017, with groundbreaking expected in the following days. Loan documents have already been drafted and are in the final revision stage.

City Budgetary Impacts: None – The HOME funds have already been allocated to the 62 Spring Street project.

Staff Recommended Action: Approve the requested change in borrower from Auburn Housing Development Corporation to 62 Spring Street LP, authorize the Community Development Director, the City Manager, and the Assistant City Manager to execute a revised commitment letter and all other documents required for the closing of this transaction.

Previous Meetings and History: September 21, 2015; September 12, 2016

City Manager Comments:

I concur with the recommendation. Signature: 

Attachments:

24 C.F.R. § 92.300(a)(4) stating that rental housing is “sponsored” by the community development housing organization if it is “owned” or “developed” by a limited partnership of which the community housing development is the sole general partner.

Certificate of Limited Partnership of 62 Spring Street LP, stating in Article Fifth that the sole general partner is AHDC Development Inc.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



Leroy Walker, Ward Five
Grady R. Burns, At Large
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 112-11202017

Amending Order No. 09212015, authorizing the Community Development Director, the City Manager, and the Assistant City Manager, to execute and deliver a revised commitment letter and execute all loan documents necessary to complete the transaction under which the City agrees to lend \$250,000.00, whose source shall be HOME Investment Partnership Program Funds, to 62 Spring Street LP, to be used exclusively for construction financing for the development of an affordable housing project located at 62 Spring Street in Auburn.

City of Auburn, Maine

"Maine's City of Opportunity"

Financial Services



TO: Peter Crichton, City Manager
FROM: Jill Eastman, Finance Director
REF: October 2017 Financial Report
DATE: November 16, 2017

The following is a discussion regarding the significant variances found in the City's October financial report. 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 fourth month of the current fiscal year. As a guideline for tracking purposes, revenues and expenditures should amount to approximately 33.3% of the annual budget. However, not all costs and revenues are distributed evenly throughout the year; individual line items can vary based upon cyclical activity.

Revenues

Revenues collected through October 31st, including the school department were \$35,878,933, or 42.98%, of the budget. The municipal revenues including property taxes were \$27,866,945, or 46.66% of the budget which is more than the same period last year by \$776,710. The accounts listed below are noteworthy.

- A. September 15th the first installment for real estate taxes were due. The current year tax revenue is at 49.75% as compared to 50.82% last year or \$516,857 more than last year.
- B. The Homestead Exemption Reimbursement is \$252,757 more than last year at this time due to the increase in the Homestead Exemption from \$15,000 to \$20,000.
- C. Excise tax for the month of October is at 37.29%. This is a \$11,445 increase from FY 17. Our excise revenues for FY18 are 3.96% above projections as of October 31, 2017.
- D. State Revenue Sharing for the month of October is 34.96% or \$527,528. This is a 0.49% increase from last October.

Expenditures

City expenditures through October 2017 were \$17,309,374 or 41.49%, of the budget. This is 1.27% less than the same period last year. Noteworthy variances are:

- A. Debt Service is less than last year at this time by \$64,702.
- B. Public Services is lower than last year by \$136,107.
- C. LA 911 is less than last year at this time by \$268,983, due to the timing of the payment of the quarterly subsidy.

Investments

This section contains an investment schedule as of October 31st. Currently the City's funds are earning an average interest rate of .88%.

Respectfully submitted,



Jill M. Eastman
Finance Director

CITY OF AUBURN, MAINE
BALANCE SHEET - CITY GENERAL FUND, WC AND UNEMPLOYMENT FUND
AS of October 2017, September 2017, and June 2016

ASSETS	UNAUDITED October 31 2017	UNAUDITED September 30 2017	Increase (Decrease)	AUDITED JUNE 30 2016
CASH	\$ 14,317,313	\$ 19,615,567	\$ (5,298,254)	\$ 11,951,131
RECEIVABLES			-	
ACCOUNTS RECEIVABLES	1,986,757	1,620,036	366,721	2,429,419
TAXES RECEIVABLE-CURRENT	22,156,696	22,698,064	(541,368)	37,898
DELINQUENT TAXES	673,912	678,702	(4,789)	571,005
TAX LIENS	1,234,809	1,284,174	(49,365)	1,721,395
NET DUE TO/FROM OTHER FUNDS	7,987,349	5,318,120	2,669,229	266,370
TOTAL ASSETS	\$ 48,356,836	\$ 51,214,663	\$ (2,857,827)	\$ 16,977,218
 LIABILITIES & FUND BALANCES				
ACCOUNTS PAYABLE	\$ (14,389)	\$ (128,876)	\$ 114,487	\$ (1,935,471)
PAYROLL LIABILITIES	(921,586)	(1,137,450)	215,864	-
ACCRUED PAYROLL	(119)	-	(119)	(2,329,832)
STATE FEES PAYABLE	(25,751)	(20,537)	(5,214)	-
ESCROWED AMOUNTS	(3,826)	(3,326)	(500)	(6,039)
DEFERRED REVENUE	(23,899,936)	(24,495,459)	595,522	(1,860,686)
TOTAL LIABILITIES	\$ (24,865,607)	\$ (25,785,648)	\$ 920,041	\$ (6,132,028)
FUND BALANCE - UNASSIGNED	\$ (22,400,276)	\$ (24,338,062)	\$ 1,937,786	\$ (8,018,394)
FUND BALANCE - RESTRICTED FOR WORKERS COMP & UNEMPLOYMENT	776,017	776,017	-	
FUND BALANCE - RESTRICTED	(1,866,970)	(1,866,970)	-	(2,826,796)
TOTAL FUND BALANCE	\$ (23,491,229)	\$ (25,429,015)	\$ 1,937,786	\$ (10,845,190)
TOTAL LIABILITIES AND FUND BALANCE	\$ (48,356,836)	\$ (51,214,663)	\$ 2,857,827	\$ (16,977,218)

CITY OF AUBURN, MAINE
REVENUES - GENERAL FUND COMPARATIVE
THROUGH October 31, 2017 VS October 31, 2016

REVENUE SOURCE	FY 2018 BUDGET	ACTUAL REVENUES THRU OCT 2017	% OF BUDGET	FY 2017 BUDGET	ACTUAL REVENUES THRU OCT 2016	% OF BUDGET	VARIANCE
TAXES							
PROPERTY TAX REVENUE-	\$ 48,061,530	\$ 23,910,566	49.75%	\$ 46,032,435	\$ 23,393,709	50.82%	\$ 516,857
PRIOR YEAR TAX REVENUE	\$ -	\$ 361,320		\$ -	\$ 363,051		\$ (1,731)
HOMESTEAD EXEMPTION REIMBURSEMENT	\$ 1,015,000	\$ 821,845	80.97%	\$ 750,000	\$ 569,088	75.88%	\$ 252,757
EXCISE	\$ 3,810,000	\$ 1,420,687	37.29%	\$ 3,365,000	\$ 1,409,242	41.88%	\$ 11,445
PENALTIES & INTEREST	\$ 150,000	\$ 28,122	18.75%	\$ 150,000	\$ 30,739	20.49%	\$ (2,617)
TOTAL TAXES	\$ 53,036,530	\$ 26,542,539	50.05%	\$ 50,297,435	\$ 25,765,829	51.23%	\$ 776,710
LICENSES AND PERMITS							
BUSINESS	\$ 62,000	\$ 16,066	25.91%	\$ 48,000	\$ 12,883	26.84%	\$ 3,183
NON-BUSINESS	\$ 345,000	\$ 142,121	41.19%	\$ 427,384	\$ 149,021	34.87%	\$ (6,900)
TOTAL LICENSES	\$ 407,000	\$ 158,187	38.87%	\$ 475,384	\$ 161,904	34.06%	\$ (3,717)
INTERGOVERNMENTAL ASSISTANCE							
STATE-LOCAL ROAD ASSISTANCE	\$ 400,000	\$ -	0.00%	\$ 400,000	\$ -	0.00%	\$ -
STATE REVENUE SHARING	\$ 1,509,117	\$ 527,528	34.96%	\$ 1,468,313	\$ 506,142	34.47%	\$ 21,386
WELFARE REIMBURSEMENT	\$ 95,000	\$ 55,344	58.26%	\$ 59,000	\$ 21,792	36.94%	\$ 33,552
OTHER STATE AID	\$ 32,000	\$ 11,209	35.03%	\$ 22,000	\$ -	0.00%	\$ 11,209
CITY OF LEWISTON	\$ 228,384	\$ -	0.00%	\$ 160,000	\$ -	0.00%	\$ -
TOTAL INTERGOVERNMENTAL ASSISTANCE	\$ 2,264,501	\$ 594,081	26.23%	\$ 2,109,313	\$ 527,934	25.03%	\$ 66,147
CHARGE FOR SERVICES							
GENERAL GOVERNMENT	\$ 144,440	\$ 41,612	28.81%	\$ 132,640	\$ 26,296	19.83%	\$ 15,316
PUBLIC SAFETY	\$ 236,277	\$ 58,219	24.64%	\$ 139,077	\$ 26,312	18.92%	\$ 31,907
EMS TRANSPORT	\$ 1,250,000	\$ 308,951	24.72%	\$ 1,250,000	\$ 354,417	28.35%	\$ (45,466)
TOTAL CHARGE FOR SERVICES	\$ 1,630,717	\$ 408,781	25.07%	\$ 1,521,717	\$ 407,025	26.75%	\$ 1,756
FINES							
PARKING TICKETS & MISC FINES	\$ 70,000	\$ 12,538	17.91%	\$ 65,000	\$ 19,449	29.92%	\$ (6,911)
MISCELLANEOUS							
INVESTMENT INCOME	\$ 32,000	\$ 13,364	41.76%	\$ 10,000	\$ 4,536	45.36%	\$ 8,828
RENTS	\$ 35,000	\$ 16,941	48.40%	\$ 18,000	\$ 12,152	67.51%	\$ 4,789
UNCLASSIFIED	\$ 10,000	\$ 16,239	162.39%	\$ 10,000	\$ 20,361	203.61%	\$ (4,122)
COMMERCIAL SOLID WASTE FEES	\$ -	\$ 23,679		\$ -	\$ 22,262		\$ 1,417
SALE OF PROPERTY	\$ 20,000	\$ 7,800	39.00%	\$ 20,000	\$ 10,427	52.14%	\$ (2,627)
RECREATION PROGRAMS/ARENA	\$ -	\$ -		\$ -	\$ -		\$ -
MMWAC HOST FEES	\$ 215,000	\$ 72,795	33.86%	\$ 210,000	\$ 177,579	84.56%	\$ (104,784)
TRANSFER IN: TIF	\$ 1,287,818	\$ -	0.00%	\$ 1,537,818	\$ -	0.00%	\$ -
TRANSFER IN: REC SPEC REVENUE	\$ 54,718	\$ -	0.00%	\$ 54,718	\$ -	0.00%	\$ -
ENERGY EFFICIENCY	\$ -	\$ -		\$ -	\$ 1,625		\$ (1,625)
CDBG	\$ 214,430	\$ -	0.00%	\$ 254,127	\$ -	0.00%	\$ -
UTILITY REIMBURSEMENT	\$ 27,500	\$ -	0.00%	\$ 27,500	\$ -	0.00%	\$ -
CITY FUND BALANCE CONTRIBUTION	\$ 412,500	\$ -	0.00%	\$ 825,000	\$ -	0.00%	\$ -
TOTAL MISCELLANEOUS	\$ 2,308,966	\$ 150,818	6.53%	\$ 2,967,163	\$ 248,942	8.39%	\$ (98,124)
TOTAL GENERAL FUND REVENUES	\$ 59,717,714	\$ 27,866,945	46.66%	\$ 57,436,012	\$ 27,131,083	47.24%	\$ 735,862
SCHOOL REVENUES							
EDUCATION SUBSIDY	\$ 22,039,568	\$ 7,752,064	35.17%	\$ 21,373,337	\$ 4,041,196	18.91%	\$ 3,710,868
EDUCATION	\$ 811,744	\$ 259,924	32.02%	\$ 814,540	\$ 206,175	25.31%	\$ 53,749
SCHOOL FUND BALANCE CONTRIBUTION	\$ 906,882	\$ -	0.00%	\$ 906,882	\$ -	0.00%	\$ -
TOTAL SCHOOL	\$ 23,758,194	\$ 8,011,988	33.72%	\$ 23,094,759	\$ 4,247,371	18.39%	\$ 3,764,617
GRAND TOTAL REVENUES	\$ 83,475,908	\$ 35,878,933	42.98%	\$ 80,530,771	\$ 31,378,454	38.96%	\$ 4,500,479

CITY OF AUBURN, MAINE
EXPENDITURES - GENERAL FUND COMPARATIVE
THROUGH October 31, 2017 VS October 31, 2016

DEPARTMENT	FY 2018 BUDGET	Unaudited EXP THRU OCT 2017	% OF BUDGET	FY 2017 BUDGET	Unaudited EXP THRU OCT 2016	% OF BUDGET	VARIANCE
ADMINISTRATION							
MAYOR AND COUNCIL	\$ 80,300	\$ 31,391	39.09%	\$ 78,464	\$ 42,062	53.61%	\$ (10,671)
CITY MANAGER	\$ 581,170	\$ 173,939	29.93%	\$ 378,880	\$ 95,832	25.29%	\$ 78,107
CITY CLERK	\$ 181,332	\$ 55,942	30.85%	\$ 177,906	\$ 47,842	26.89%	\$ 8,100
FINANCIAL SERVICES	\$ 675,239	\$ 205,538	30.44%	\$ 637,754	\$ 206,996	32.46%	\$ (1,458)
HUMAN RESOURCES	\$ 156,887	\$ 50,234	32.02%	\$ 150,435	\$ 28,279	18.80%	\$ 21,955
INFORMATION TECHNOLOGY	\$ 531,551	\$ 260,159	48.94%	\$ 479,324	\$ 236,823	49.41%	\$ 23,336
LEGAL SERVICES	\$ -	\$ -		\$ 45,650	\$ 39,562	86.66%	\$ (39,562)
TOTAL ADMINISTRATION	\$ 2,206,479	\$ 777,203	35.22%	\$ 1,948,413	\$ 697,396	35.79%	\$ 79,807
COMMUNITY SERVICES							
ECONOMIC & COMMUNITY DEVELOPMENT	\$ 1,717,028	\$ 373,544	21.76%	\$ 1,938,437	\$ 328,374	16.94%	\$ 45,170
HEALTH & SOCIAL SERVICES	\$ 220,870	\$ 96,110	43.51%	\$ 171,474	\$ 60,282	35.16%	\$ 35,828
RECREATION & SPECIAL EVENTS*	\$ 388,581	\$ 100,691	25.91%	\$ 341,772	\$ 85,258	24.95%	\$ 15,433
PUBLIC LIBRARY	\$ 998,189	\$ 332,730	33.33%	\$ 979,516	\$ 323,039	32.98%	\$ 9,691
TOTAL COMMUNITY SERVICES	\$ 3,324,668	\$ 903,075	27.16%	\$ 3,431,199	\$ 796,953	23.23%	\$ 106,122
FISCAL SERVICES							
DEBT SERVICE	\$ 6,366,533	\$ 5,841,011	91.75%	\$ 6,406,845	\$ 5,905,713	92.18%	\$ (64,702)
FACILITIES	\$ 640,201	\$ 236,264	36.90%	\$ 645,756	\$ 252,908	39.16%	\$ (16,644)
WORKERS COMPENSATION	\$ 555,164	\$ -	0.00%	\$ 522,088	\$ -	0.00%	\$ -
WAGES & BENEFITS	\$ 5,960,970	\$ 1,963,912	32.95%	\$ 5,274,528	\$ 1,832,291	34.74%	\$ 131,621
EMERGENCY RESERVE (10108062-670000)	\$ 415,454	\$ -	0.00%	\$ 375,289	\$ -	0.00%	\$ -
TOTAL FISCAL SERVICES	\$ 13,938,322	\$ 8,041,187	57.69%	\$ 13,224,506	\$ 7,990,912	60.43%	\$ 50,275
PUBLIC SAFETY							
FIRE DEPARTMENT	\$ 4,227,575	\$ 1,495,418	35.37%	\$ 4,049,396	\$ 1,373,887	33.93%	\$ 121,531
FIRE EMS	\$ 708,828	\$ 178,590	25.20%	\$ 590,997	\$ 200,550	33.93%	\$ (21,960)
POLICE DEPARTMENT	\$ 4,043,998	\$ 1,218,515	30.13%	\$ 3,875,113	\$ 1,179,684	30.44%	\$ 38,831
TOTAL PUBLIC SAFETY	\$ 8,980,401	\$ 2,892,523	32.21%	\$ 8,515,506	\$ 2,754,121	32.34%	\$ 138,402
PUBLIC WORKS							
PUBLIC SERVICES DEPARTMENT	\$ 4,611,116	\$ 1,165,280	25.27%	\$ 4,496,349	\$ 1,301,387	28.94%	\$ (136,107)
SOLID WASTE DISPOSAL*	\$ 964,118	\$ 263,922	27.37%	\$ 932,689	\$ 222,257	23.83%	\$ 41,665
WATER AND SEWER	\$ 632,716	\$ 328,858	51.98%	\$ 599,013	\$ 293,253	48.96%	\$ 35,605
TOTAL PUBLIC WORKS	\$ 6,207,950	\$ 1,758,060	28.32%	\$ 6,028,051	\$ 1,816,897	30.14%	\$ (58,837)
INTERGOVERNMENTAL PROGRAMS							
AUBURN-LEWISTON AIRPORT	\$ 167,800	\$ 167,063	99.56%	\$ 106,000	\$ 53,000	50.00%	\$ 114,063
E911 COMMUNICATION CENTER	\$ 1,088,857	\$ 267,281	24.55%	\$ 1,088,857	\$ 536,264	49.25%	\$ (268,983)
LATC-PUBLIC TRANSIT	\$ 189,949	\$ 189,949	100.00%	\$ 182,244	\$ 182,244	100.00%	\$ 7,705
LA ARTS	\$ -	\$ -		\$ -	\$ -		\$ -
TAX SHARING	\$ 270,000	\$ 16,809	6.23%	\$ 270,000	\$ 18,015	6.67%	\$ (1,206)
TOTAL INTERGOVERNMENTAL	\$ 1,716,606	\$ 641,102	37.35%	\$ 1,647,101	\$ 789,523	47.93%	\$ (148,421)
COUNTY TAX							
TIF (10108058-580000)	\$ 2,296,224	\$ 2,296,224	100.00%	\$ 2,167,824	\$ 2,167,824	100.00%	\$ 128,400
OVERLAY	\$ 3,049,803	\$ -	0.00%	\$ 2,824,803	\$ -	0.00%	\$ -
	\$ -	\$ -		\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -		\$ -	\$ -	0.00%	\$ -
TOTAL CITY DEPARTMENTS	\$ 41,720,453	\$ 17,309,374	41.49%	\$ 39,787,403	\$ 17,013,626	42.76%	\$ 295,748
EDUCATION DEPARTMENT							
	\$ 41,755,455	\$ 11,361,915	27.21%	\$ 40,743,368	\$ 7,593,570	18.64%	\$ 3,768,345
TOTAL GENERAL FUND EXPENDITURES	\$ 83,475,908	\$ 28,671,289	34.35%	\$ 80,530,771	\$ 24,607,196	30.56%	\$ 4,064,093

**CITY OF AUBURN, MAINE
INVESTMENT SCHEDULE
AS OF October 31, 2017**

INVESTMENT		FUND	BALANCE October 31, 2017	BALANCE September 30, 2017	INTEREST RATE
ANDROSCOGGIN BANK	449	CAPITAL PROJECTS	\$ 2,190,100.01	\$ 2,188,798.41	0.45%
ANDROSCOGGIN BANK	502	SR-TIF	\$ 1,010,636.80	\$ 1,010,036.16	0.45%
ANDROSCOGGIN BANK	836	GENERAL FUND	\$ 984,909.82	\$ 984,326.77	0.45%
ANDROSCOGGIN BANK	801	WORKERS COMP	\$ 50,487.95	\$ 50,457.95	0.45%
ANDROSCOGGIN BANK	748	UNEMPLOYMENT	\$ 50,487.84	\$ 50,457.84	0.45%
ANDROSCOGGIN BANK	684	EMS CAPITAL RESERVE	\$ 332,068.83	\$ 331,871.48	0.45%
NORTHERN CAPITAL	02155	CAPITAL PROJECTS	\$ 750,000.00	\$ 750,000.00	1.15%
NORTHERN CAPITAL	02155	GENERAL FUND	\$ 500,000.00	\$ 500,000.00	1.00%
NORTHERN CAPITAL	02155	GENERAL FUND	\$ 500,000.00	\$ 500,000.00	1.15%
NORTHERN CAPITAL	02155	GENERAL FUND	\$ 250,000.00	\$ 250,000.00	1.25%
NORTHERN CAPITAL	02155	GENERAL FUND	\$ 500,000.00	\$ 500,000.00	1.30%
NORTHERN CAPITAL	02155	GENERAL FUND	\$ 750,000.00	\$ -	1.40%
NORTHERN CAPITAL	02155	GENERAL FUND	\$ 250,000.00	\$ -	1.50%
GRAND TOTAL			\$ 8,118,691.25	\$ 7,115,948.61	0.88%

CITY OF AUBURN
SPECIAL REVENUE FUNDS
As of October 31, 2017

	1902	1905	1910	1913	1914	1915	1917	1922	1926	1927	1928	1929	1930	1931
	Riverwatch	Winter Festival	Community Service	Police Fitness Equipment	Oak Hill Cemeteries	Fire Training Building	Wellness Grant	Walmart Risk/Homeless	Healthy Androscoggin	Insurance Reimbursement	Vending	Fire Prevention	211 Fairview	Donations
Fund Balance 7/1/17	\$ 972,422.92	\$ (1,530.30)	\$ 4,380.34	\$ 5,932.53	\$ 27,343.39	\$ (1,488.84)	\$ 4,582.27	\$ 6,378.18	\$ 1,784.05	\$ 925.21	\$ (83.88)	\$ 4,791.12	\$ (566,303.71)	\$ 2,069.13
Revenues FY18	\$ 22,592.16		\$ 210.00		\$ 1,600.00			\$ 960.94	\$ 5,820.00		\$ 354.00			
Expenditures FY18	\$ 106,052.65						\$ 1,406.35	\$ 60.94	\$ 2,604.00		\$ 188.17			\$ 490.36
Fund Balance 10/31/17	\$ 888,962.43	\$ (1,530.30)	\$ 4,590.34	\$ 5,932.53	\$ 28,943.39	\$ (1,488.84)	\$ 3,175.92	\$ 7,278.18	\$ 5,000.05	\$ 925.21	\$ 81.95	\$ 4,791.12	\$ (566,303.71)	\$ 1,578.77

	2003	2005	2006	2007	2008	2010	2013	2014	2019	2020	2025	2030	2032	2033
	Byrne JAG	MDOT	PEACE	Seatbelt Grant	Homeland Security	State Drug Money	OUI Grant	Speed Grant	Law Enforcement Training	CDBG	Community Cords	Parking	HEAPP	Safe School/Health (COPS)
Fund Balance 7/1/17	\$ 2,808.57	\$ (300,767.41)	\$ 4,155.42	\$ 2,197.62	\$ (73,633.75)	\$ 14,432.07	\$ 6,210.37	\$ 8,831.00	\$ (5,669.72)	\$ 4,323,336.57	\$ 29,316.61	\$ 11,690.86	\$ (4,994.50)	\$ (15,906.07)
Revenues FY18	\$ -		\$ 479.04			\$ 2,812.00	\$ 7,916.00	\$ 6,643.42	\$ 3,511.50	\$ 257,655.69	\$ 1,444.50	\$ 50,799.00		
Expenditures FY18			\$ 641.21			\$ 8,626.81	\$ 6,402.00	\$ 6,487.42	\$ 1,285.00	\$ 461,976.34		\$ 73,110.25		
Fund Balance 10/31/17	\$ 2,808.57	\$ (300,767.41)	\$ 3,993.25	\$ 2,197.62	\$ (73,633.75)	\$ 8,617.26	\$ 7,724.37	\$ 8,987.00	\$ (3,443.22)	\$ 4,119,015.92	\$ 30,761.11	\$ (10,620.39)	\$ (4,994.50)	\$ (15,906.07)

	2037	2038	2040	2041	2044	2045	2046	2048	2050	2051	2052	2053	2054	2055
	Bulletproof Vests	Community Action Team	Great Falls TV	Blanche Stevens	Federal Drug Money	Forest Management	Joint Land Use Study	TD Tree Days Grant	Project Lifesaver	Project Canopy	Nature Conservancy	St Louis Bells	EMS Transport Capital Reserve	Work4ME-PAL
Fund Balance 7/1/17	\$ 8,478.66	\$ 7,206.21	\$ 45,319.88	\$ 47,037.73	\$ 16,988.54	\$ 4,436.52	\$ 0.57	\$ -	\$ 150.00	\$ -	\$ 975.05	\$ 2,357.75	\$ 331,362.88	\$ (13,692.41)
Revenues FY18				\$ 3,940.00	\$ 9,223.62				\$ 50.00				\$ 508.60	
Expenditures FY18			\$ 10,828.00	\$ 1,487.72						\$ 420.71			\$ 105,826.00	\$ 10,252.53
Fund Balance 10/31/17	\$ 8,478.66	\$ 7,206.21	\$ 34,491.88	\$ 49,490.01	\$ 26,212.16	\$ 4,436.52	\$ 0.57	\$ -	\$ 200.00	\$ (420.71)	\$ 975.05	\$ 2,357.75	\$ 226,045.48	\$ (23,944.94)

	2056	2057	2058	2059	2060	2201	2500
	Lake Auburn Neighborhood	ASPCA Grant	Barker Mills Greenway	Distracted Driving	My Life My Choice JJAG	EDI Grant	Parks & Recreation
Fund Balance 7/1/17	\$ 125.00	\$ 800.00	\$ (2,597.43)	\$ 301.00	\$ -	\$ (1,484,407.18)	\$ 191,966.40
Revenues FY18				\$ 8,680.83	\$ 5,000.00		\$ 68,331.13
Expenditures FY18				\$ 7,144.83	\$ 3,643.30		\$ 155,233.46
Fund Balance 10/31/17	\$ 125.00	\$ 800.00	\$ (2,597.43)	\$ 1,837.00	\$ 1,356.70	\$ (1,484,407.18)	\$ 105,064.07

	2600	2600	2600	2600	2600	2600	2600	2600	2600	2600	2600	2600	2600	2600	2600	Total Special Revenues
	Tambrands TIF 4	J Enterprises TIF 5	Tambrands II TIF 6	J & A Properties TIF 7	Formed Fiber TIF 8	Mall TIF 9	Downtown TIF 10	Safe Handling TIF 11	Auburn Industrial TIF 12	Auburn Plaza TIF 13	Auburn Plaza II TIF 14	Webster School TIF 16	Bedard Pharm TIF 17	Slapshot LLC TIF 18	Hartt Transport TIF 19	
Fund Balance 7/1/17	\$ (8,073.02)	\$ 14,500.44	\$ (365,270.76)	\$ 2,558.27	\$ 30,486.17	\$ 149,591.94	\$ (4,529.96)	\$ 183.21	\$ (350,651.92)	\$ (37,076.39)	\$ 9,722.38	\$ 360.91	\$ 31,366.79	\$ 47,165.25	\$ (5.40)	\$ 3,140,347.13
Revenues FY18																\$ 458,532.43
Expenditures FY18	\$ 541.20					\$ 422,036.00	\$ 336,829.87		\$ 154,289.00	\$ 82,200.78	\$ 165,864.12			\$ 69,010.56		\$ 2,194,939.58
Fund Balance 10/31/17	\$ (8,614.22)	\$ 14,500.44	\$ (365,270.76)	\$ 2,558.27	\$ 30,486.17	\$ (272,444.06)	\$ (341,359.83)	\$ 183.21	\$ (504,940.92)	\$ (119,277.17)	\$ (156,141.74)	\$ 360.91	\$ 31,366.79	\$ (21,845.31)	\$ (5.40)	\$ 1,403,939.98

EMS BILLING
SUMMARY OF ACTIVITY
July 1, 2017 - June 30, 2018
Report as of October 31, 2017

	Beginning	October 2017			Write-Offs	Ending
	Balance	New Charges	Payments	Adjustments		Balance
	10/01/17					10/31/2017
Bluecross	\$ 4,462.17	\$ 10,276.00	\$ (2,499.25)	\$ (2,971.60)		\$ 9,267.32
Intercept	\$ 300.00	\$ 200.00	\$ (400.00)			\$ 100.00
Medicare	\$ 88,970.75	\$ 126,451.20	\$ (34,085.79)	\$ (47,740.00)		\$ 133,596.16
Medicaid	\$ 30,018.19	\$ 34,032.80	\$ (17,610.50)	\$ (25,102.84)		\$ 21,337.65
Other/Commercial	\$ 87,003.94	\$ 20,213.20	\$ (8,457.53)	\$ (345.87)		\$ 98,413.74
Patient	\$ 482,474.18	\$ 10,776.00	\$ (6,520.36)	\$ (1,556.00)	\$ (87,414.76)	\$ 397,759.06
Worker's Comp	\$ 971.39	\$ -	\$ -			\$ 971.39
TOTAL	\$ 694,200.62	\$ 201,949.20	\$ (69,573.43)	\$ (77,716.31)	\$ (87,414.76)	\$ 661,445.32

EMS BILLING
BREAKDOWN -TOTAL CHARGES
July 1, 2017 - June 30, 2018
Report as of October 31, 2017

	July 2017	August 2017	Sept 2017	Oct 2017	Adjustment	Totals	% of Total
No Insurance Information						\$ -	0.00%
Bluecross	\$ 7,616.80	\$ 5,319.60	\$ 8,771.40	\$ 10,276.00	\$ 191.60	\$ 32,175.40	4.35%
Intercept	\$ 200.00		\$ 400.00	\$ 200.00		\$ 800.00	0.11%
Medicare	\$ 93,981.80	\$ 121,672.00	\$ 73,260.80	\$ 126,451.20	\$ 17,338.00	\$ 432,703.80	58.56%
Medicaid	\$ 29,998.80	\$ 33,361.80	\$ 27,171.80	\$ 34,032.80	\$ 6,259.00	\$ 130,824.20	17.71%
Other/Commercial	\$ 26,335.20	\$ 31,967.40	\$ 28,178.40	\$ 20,213.20	\$ (18,891.20)	\$ 87,803.00	11.88%
Patient	\$ 15,784.20	\$ 20,029.80	\$ 11,348.00	\$ 10,776.00	\$ (5,790.80)	\$ 52,147.20	7.06%
Worker's Comp	\$ 872.40	\$ 685.00			\$ 893.40	\$ 2,450.80	0.33%
TOTAL	\$ 174,789.20	\$ 213,035.60	\$ 149,130.40	\$ 201,949.20	\$ (0.00)	\$ 738,904.40	100.00%

EMS BILLING
BREAKDOWN -TOTAL COUNT
July 1, 2017 - June 30, 2018
Report as of October 31, 2017

	July 2017	August 2017	Sept 2017	Oct 2017	Adjustment	Totals	% of Total
No Insurance Information						0	0.00%
Bluecross	9	7	11	12		39	4.14%
Intercept	2		4	2		8	0.85%
Medicare	117	151	98	154		520	55.14%
Medicaid	39	44	36	44		163	17.29%
Other/Commercial	36	41	36	25		138	14.63%
Patient	20	25	14	14		73	7.74%
Worker's Comp	1	1				2	0.21%
TOTAL	224	269	199	251	0	943	100.00%

TOTAL REVENUE COLLECTED AS OF 10/31/17 \$308,951.05
TOTAL EXPENDITURES AS OF 10/31/17 \$178,589.70

**EMS BILLING
AGING REPORT
July 1, 2017 to June 30, 2018
Report as of October 31, 2017**

	Current		31-60		61-90		91-120		121+ days		Totals	
Bluecross	\$ 3,392.18	77%	\$ -	0%	\$ 800.00	18%	\$ -	0%	\$ 227.53	5%	\$ 4,419.71	0.67%
Intercept	\$ 100.00		\$ -		\$ -		\$ -		\$ -		\$ 100.00	0.02%
Medicare	\$ 62,148.03	98%	\$ 2,475.86	4%	\$ (650.33)	-1%	\$ -	0%	\$ (334.42)	-1%	\$ 63,639.14	9.62%
Medicaid	\$ 25,446.43	77%	\$ 1,052.34	3%	\$ 524.38	2%	\$ -	0%	\$ 6,064.99	18%	\$ 33,088.14	5.00%
Other/Commercial	\$ 40,579.44	54%	\$ 13,765.50	18%	\$ 1,248.02	2%	\$ 3,107.26	4%	\$ 16,767.75	22%	\$ 75,467.97	11.41%
Patient	\$ 48,328.52	10%	\$ 23,184.34	5%	\$ 31,201.82	6%	\$ 27,596.41	6%	\$ 353,447.88	73%	\$ 483,758.97	73.14%
Worker's Comp	\$ -	0%	\$ -		\$ 971.39		\$ -	0%	\$ -		\$ 971.39	0.15%
TOTAL	\$ 179,994.60		\$ 40,478.04		\$ 34,095.28		\$ 30,703.67		\$ 376,173.73		\$ 661,445.32	
	27%		6%		5%		5%		57%		100%	100.00%

City of Auburn, Maine

"Maine's City of Opportunity"

Financial Services

To: Peter Crichton, City Manager
From: Jill Eastman, Finance Director
Re: Arena Financial Reports for October 31, 2017



Attached you will find a Statement of Net Assets and a Statement of Activities and budget to actual reports for Norway Savings Bank Arena for revenue and expenditures as of October 31, 2017.

NORWAY SAVINGS BANK ARENA

Statement of Net Assets:

The Statement of Net Assets lists current assets, noncurrent assets, liabilities and net assets and shows a comparison to the previous month, in this case, September 30, 2017.

Current Assets:

As of the end of October 2017 the total current assets of Norway Savings Bank Arena were (\$884,815). These consisted of cash and cash equivalents of \$91,177, accounts receivable of \$70,633, and an interfund payable of \$1,046,625.

Noncurrent Assets:

Norway's noncurrent assets are equipment that was purchased, less depreciation (depreciation is posted at year end). The total value of the noncurrent assets as of October 31, 2017 was \$394,783.

Liabilities:

Norway Arena had accounts payable of \$37 as of October 31, 2017.

Statement of Activities:

The statement of activities shows the current operating revenue collected for the fiscal year and the operating expenses as well as any nonoperating revenue and expenses.

The operating revenues for Norway Arena through October 2017 are \$297,666. This revenue comes from the concessions, sign advertisements, pro shop lease, youth programming, shinny hockey, public skating and ice rentals.

The operating expenses for Norway Arena through October 2017 were \$399,750. These expenses include personnel costs, supplies, utilities, repairs, rent, capital purchases and maintenance.

As of October 2017 Norway Arena has an operating loss of \$102,084 compared to the September 2017 operating loss of \$62,906 an increase in the operating loss for the fiscal year of \$39,178.

As of October 31, 2017 Norway Arena has a decrease in net assets of \$102,084.

The budget to actual reports for revenue and expenditures, with comparison to the same period last year show that revenue for FY18 is \$35,950 less for this period than in FY17 and expenditures in FY18 are \$118,625 less than last year in October.

CITY OF AUBURN, MAINE
Statement of Net Assets
Norway Savings Bank Arena
October 31, 2017
Business-type Activities - Enterprise Fund

	October 31, 2017	September 30, 2017	Increase/ (Decrease)
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 91,177	\$ 91,181	\$ (4)
Interfund receivables	\$ (1,046,625)	\$ (996,996)	\$ (49,629)
Prepaid Rent		\$ -	\$ -
Accounts receivable	70,633	61,156	\$ 9,477
Total current assets	(884,815)	(844,659)	(40,156)
Noncurrent assets:			
Capital assets:			
Buildings	58,223	58,223	-
Equipment	514,999	514,999	-
Land improvements	-	-	-
Less accumulated depreciation	(178,439)	(178,439)	-
Total noncurrent assets	394,783	394,783	-
Total assets	(490,032)	(449,876)	(40,156)
LIABILITIES			
Accounts payable	\$ 37	\$ 1,015	\$ (978)
Net pension liability	100,398	100,398	-
Total liabilities	100,435	101,413	(978)
NET ASSETS			
Invested in capital assets	\$ 394,783	\$ 394,783	-
Unrestricted	\$ (985,250)	\$ (946,072)	\$ (39,178)
Total net assets	\$ (590,467)	\$ (551,289)	\$ (39,178)

CITY OF AUBURN, MAINE
Statement of Revenues, Expenses and Changes in Net Assets
Norway Savings Bank Arena
Business-type Activities - Enterprise Funds
Statement of Activities
October 31, 2017

	Norway Savings Arena
Operating revenues:	
Charges for services	\$ 297,666
Operating expenses:	
Personnel	124,474
Supplies	11,963
Utilities	84,176
Repairs and maintenance	6,398
Rent	168,828
Depreciation	-
Capital expenses	-
Other expenses	3,911
Total operating expenses	399,750
Operating gain (loss)	(102,084)
Nonoperating revenue (expense):	
Interest income	-
Interest expense (debt service)	-
Total nonoperating expense	-
Gain (Loss) before transfer	(102,084)
Transfers out	-
Change in net assets	(102,084)
Total net assets, July 1	(488,383)
Total net assets, October 31, 2017	\$ (590,467)

CITY OF AUBURN, MAINE
REVENUES - NORWAY SAVINGS BANK ARENA
Through October 31, 2017 compared to October 31, 2016

REVENUE SOURCE	FY 2018 BUDGET	ACTUAL REVENUES THRU OCT 2017	% OF BUDGET	FY 2017 BUDGET	ACTUAL REVENUES THRU OCT 2016	% OF BUDGET	VARIANCE
CHARGE FOR SERVICES							
Concussions	\$ 18,000	\$ -	0.00%	\$ 18,000	\$ -	0.00%	\$ -
Vending Machines	\$ -	\$ 938			\$ -		
Skate Rentals	\$ -	\$ 100			\$ -		
Sponsorships	\$ 275,000	\$ 93,837	34.12%	\$ 230,000	\$ 126,769	55.12%	\$ (32,932)
Pro Shop	\$ 8,500	\$ 1,044	12.28%	\$ 8,500	\$ 2,183	25.68%	\$ (1,139)
Programs	\$ 31,000	\$ 18,212	58.75%	\$ 31,000		0.00%	\$ 18,212
Rental Income	\$ 705,250	\$ 150,447	21.33%	\$ 672,250	\$ 164,731	24.50%	\$ (14,284)
Camps/Clinics	\$ 50,000	\$ 27,838	55.68%	\$ 50,000	\$ 38,895	77.79%	\$ (11,057)
Tournaments	\$ 50,000	\$ 5,250	10.50%	\$ 50,000	\$ -	0.00%	\$ 5,250
GRAND TOTAL REVENUES	\$ 1,137,750	\$ 297,666	26.16%	\$ 1,059,750	\$ 332,578	31.38%	\$ (35,950)

CITY OF AUBURN, MAINE
EXPENDITURES - NORWAY SAVINGS BANK ARENA
Through October 31, 2017 compared to October 31, 2016

DESCRIPTION	ACTUAL			ACTUAL			VARIANCE
	FY 2016 BUDGET	EXPENDITURES THRU OCT 2017	% OF BUDGET	FY 2016 BUDGET	EXPENDITURES THRU OCT 2016	% OF BUDGET	
Salaries & Benefits	\$ 344,000	\$ 88,495	25.73%	\$ 311,000	\$ 122,565	39.41%	\$ (34,070)
Purchased Services	\$ 71,656	\$ 5,989	8.36%	\$ 87,306	\$ 12,927	14.81%	\$ (6,938)
Supplies	\$ 37,100	\$ 7,328	19.75%	\$ 37,150	\$ 14,507	39.05%	\$ (7,179)
Utilities	\$ 225,150	\$ 62,444	27.73%	\$ 199,800	\$ 79,507	39.79%	\$ (17,063)
Capital Outlay	\$ 103,500	\$ -	0.00%	\$ 57,000	\$ 11,168	19.59%	\$ (11,168)
Rent	\$ 507,000	\$ 126,621	24.97%	\$ 507,000	\$ 168,828	33.30%	\$ (42,207)
	\$ 1,288,406	\$ 290,877	22.58%	\$ 1,199,256	\$ 409,502	34.15%	\$ (118,625)
GRAND TOTAL EXPENDITURES	\$ 1,288,406	\$ 290,877	22.58%	\$ 1,199,256	\$ 409,502	34.15%	\$ (118,625)

City of Auburn, Maine

"Maine's City of Opportunity"

Financial Services

To: Peter Crichton, City Manager
From: Jill Eastman, Finance Director
Re: Financial Reports for October, 2017



Attached you will find a Statement of Net Assets and a Statement of Activities and budget to actual reports for Ingersoll Turf Facility for revenue and expenditures as of October 31, 2017.

INGERSOLL TURF FACILITY

Statement of Net Assets:

The Statement of Net Assets lists current assets, noncurrent assets, liabilities and net assets as of October 31, 2017.

Current Assets:

As of the end of October 2017 the total current assets of Ingersoll Turf Facility were \$11,054. This consisted of an interfund receivable of \$11,054 a reduction from September of \$15,621.

Noncurrent Assets:

Ingersoll's noncurrent assets are the building, and equipment that was purchased, less depreciation. The total value of the noncurrent assets as of October 31, 2017 was \$167,406.

Liabilities:

Ingersoll had no accounts payable as of October 31, 2017.

Statement of Activities:

The statement of activities shows the current operating revenue collected for the fiscal year and the operating expenses as well as any nonoperating revenue and expenses.

The operating revenues for Ingersoll Turf Facility through October 2017 are \$17,238. This revenue comes from the sponsorships, programs, rental income and batting cages.

The operating expenses for Ingersoll Turf Facility through October 2017 were \$54,941. These expenses include personnel costs, supplies, utilities, repairs, capital purchases and maintenance.

As of October 2017 Ingersoll has an operating loss of \$37,703 compared to a net loss in September of \$22,254.

As of October 31, 2017 Ingersoll has a decrease in net assets of \$37,703.

The budget to actual reports for revenue and expenditures, show that the revenue for FY18 compared to FY 17.

Statement of Net Assets
Ingersoll Turf Facility
October 31, 2017
Business-type Activities - Enterprise Fund

	Oct 31, 2017	Sept 30, 2017	Increase/ (Decrease)
ASSETS			
Current assets:			
Cash and cash equivalents		\$ -	\$ -
Interfund receivables/payables	\$ 11,054	\$ 26,675	(15,621)
Accounts receivable	-	-	-
Total current assets	11,054	26,675	(15,621)
Noncurrent assets:			
Capital assets:			
Buildings	672,279	672,279	-
Equipment	86,625	86,625	-
Land improvements	18,584	18,584	-
Less accumulated depreciation	(610,082)	(610,082)	-
Total noncurrent assets	167,406	167,406	-
Total assets	178,460	194,081	(15,621)
LIABILITIES			
Accounts payable	\$ -	\$ 172	\$ (172)
Total liabilities	-	172	(172)
NET ASSETS			
Invested in capital assets	\$ 167,406	\$ 167,406	\$ -
Unrestricted	\$ 11,054	\$ 26,503	\$ (15,449)
Total net assets	\$ 178,460	\$ 193,909	\$ (15,449)

CITY OF AUBURN, MAINE
Statement of Revenues, Expenses and Changes in Net Assets
Ingersoll Turf Facility
Business-type Activities - Enterprise Funds
Statement of Activities
October 31, 2017

	Ingersoll Turf Facility
Operating revenues:	
Charges for services	\$ 17,238
Operating expenses:	
Personnel	28,246
Supplies	
Utilities	2,964
Repairs and maintenance	1,646
Rent	-
Depreciation	-
Capital expenses	19,900
Other expenses	2,185
Total operating expenses	54,941
Operating gain (loss)	(37,703)
Nonoperating revenue (expense):	
Interest income	-
Interest expense (debt service)	-
Total nonoperating expense	-
Gain (Loss) before transfer	(37,703)
Transfers out	-
Change in net assets	(37,703)
Total net assets, July 1	216,163
Total net assets, October 31, 2017	\$ 178,460

CITY OF AUBURN, MAINE
REVENUES - INGERSOLL TURF FACILITY
Through October 31, 2017 compared to October 31, 2016

REVENUE SOURCE	FY 2018 BUDGET	ACTUAL REVENUES THRU OCT 2017	% OF BUDGET	FY 2017 BUDGET	ACTUAL REVENUES THRU OCT 2016	% OF BUDGET
CHARGE FOR SERVICES						
Sponsorship	\$ 17,000	\$ 4,000	23.53%	\$ 15,000	\$ 6,000	40.00%
Batting Cages	\$ 11,520	\$ 2,668	23.16%	\$ 9,940	\$ 2,755	27.72%
Programs	\$ 80,000	\$ 8,299	10.37%	\$ 90,000	\$ 8,414	9.35%
Rental Income	\$ 103,650	\$ 2,271	2.19%	\$ 100,000	\$ 5,830	5.83%
TOTAL CHARGE FOR SERVICES	\$ 212,170	\$ 17,238	8.12%	\$ 214,940	\$ 22,999	10.70%
INTEREST ON INVESTMENTS	\$ -			\$ -		
GRAND TOTAL REVENUES	\$ 212,170	\$ 17,238	8.12%	\$ 214,940	\$ 22,999	10.70%

CITY OF AUBURN, MAINE
EXPENDITURES - INGERSOLL TURF FACILITY
Through October 31, 2017 compared to October 31, 2016

DESCRIPTION	ACTUAL			ACTUAL			Difference
	FY 2018 BUDGET	EXPENDITURES THRU OCT 2017	% OF BUDGET	FY 2017 BUDGET	EXPENDITURES THRU OCT 2016	% OF BUDGET	
Salaries & Benefits	\$ 106,624	\$ 28,246	26.49%	\$ 101,899	\$ 25,548	25.07%	\$ 2,698
Purchased Services	\$ 21,110	\$ 3,352	15.88%	\$ 20,750	\$ 3,271	15.76%	\$ 81
Programs	\$ 7,000	\$ 460	6.57%	\$ 5,000	\$ 730	14.60%	\$ (270)
Supplies	\$ 5,000	\$ 19	0.38%	\$ 6,750	\$ 188	2.79%	\$ (169)
Utilities	\$ 39,720	\$ 2,964	7.46%	\$ 41,320	\$ 2,276	5.51%	\$ 688
Insurance Premiums	\$ 2,431	\$ -	0.00%	\$ 2,383	\$ -	0.00%	\$ -
Capital Outlay	\$ 42,490	\$ 19,900	46.83%	\$ -	\$ -		\$ 19,900
	\$ 224,375	\$ 54,941	24.49%	\$ 178,102	\$ 32,013	17.97%	\$ 22,928
GRAND TOTAL EXPENDITURES	\$ 224,375	\$ 54,941	24.49%	\$ 178,102	\$ 32,013	17.97%	\$ 22,928