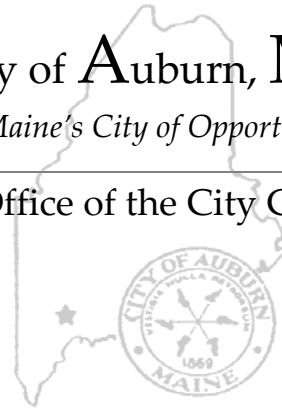


# City of Auburn, Maine

*"Maine's City of Opportunity"*

Office of the City Clerk



## Council Meeting Agenda Packet

August 7, 2006

This packet contains the City Council Agenda and supporting documents. The items in this packet are bookmarked in Adobe Acrobat .pdf format. You may need to click on the Bookmark tab on the left to open the Bookmark window. If you do not see a Bookmark tab on the left, you may need to select the Show/Hide Navigation Pane button in your icon toolbar above or update your version of the Adobe Reader. You can download the free Adobe Reader application at [www.adobe.com](http://www.adobe.com).



# City Council Meeting and Workshop August 7, 2006

## Agenda

### 5:30 p.m. Workshop

- Mall Area Development
- Economic Development Update

### 7:00 p.m. Council Meeting

**Consent Items** – All items listed with an asterisk (\*) are considered as routine and will be approved in one motion. There will be no separate discussion of these items unless a Councilor or citizen so requests. If requested, the item will be removed from the consent agenda and considered in the order it appears on the agenda.

### Minutes

\*080706-00 Minutes of July 17, 2006 Council Meeting

### Reports

- **Mayor**  
Recognizing David Webster – First Place Bus Driver
- **City Councilors**
- **City Manager**  
Uniform Crime Report

### Communications and Recognitions

\*080706-00 Communication from Robert Pontbriand Re: Resignation from Sewer District

\*080706-00 Communication from Acting Police Chief Crowell Re: Constable

**Open Session** - Members of the public are invited to speak to the Council about any issue which does *not* appear on the agenda

### Old Business

080706-01 Order – Authorizing a Capital Improvement Bond to Fund Street Improvements (Mall Area) (2<sup>nd</sup> Reading) (Public Hearing)

080706-02 Order – Authorizing Annual Capital Improvement Program Bond (2<sup>nd</sup> Reading) Public Hearing

## New Business

080706-03 Resolve – Authorizing City Manager to Execute Contract with Police Command Unit

080706-04 Public Hearing and action on Liquor License Application and Special Amusement Permit Application for Midnight Blues Club & Restaurant, 34 Court Street

080706-05 Public Hearing and action on Special Amusement Permit Applications for Great Falls Grill, 2 Great Falls Plaza; Club Texas, 150 Center Street; Gritty McDuff's, 66-72 Main Street; and Hilton Garden Inn, 14 Great Falls Plaza

080706-06 Resolve – Authorizing City Manager to Accept State Urban/Rural Initiative Funds for Road Improvements

## ADJOURNMENT

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**Executives Sessions:** On occasion, the City Council discusses matters which are required or allowed by State law to be considered in executive session. Executive sessions are not open to the public. The matters that are discussed in executive session are required to be kept confidential until they become a matter of public discussion. In order to go into executive session, a Councilor must make a motion in public. The motion must be recorded, and 3/5 of the members of the Council must vote to go into executive session. An executive session is not required to be scheduled in advance as an agenda item, although when it is known at the time that the agenda is finalized, it will be listed on the agenda.

The only topics which may be discussed in executive session are those that fall within one of the categories set forth in Title 1 M.R.S.A. Section 405. Those applicable to municipal government are:

1. Discussion of personnel issues
2. Discussion or consideration of the condition, acquisition, or the use of real or personal property or economic development if premature disclosure of the information would prejudice the competitive or bargaining position of the body or agency.
3. Discussion of labor contracts and proposals and meetings between a public agency and its negotiators.
4. Consultations between a body or agency and its attorney
5. Discussion of information contained in records made, maintained or received by a body or agency when access by the general public to those records is prohibited by statute.
6. Discussion or approval of the content of examinations administered by a body or agency for licensing, permitting or employment purposes
7. Consultations between municipal officers and a code enforcement officer relating to enforcement matter pending in District Court.

**CITY OF AUBURN  
JULY 17, 2006  
CITY COUNCIL MEETING**

**PRESENT**

Mayor Normand W. Guay, Councilors Bethel B. Shields, Robert P. Hayes, Eric G. Samson, Donna L. Rowell, Belinda A. Gerry, Robert C. Mennealy, and M. Kelly Matzen, City Manager Pat Finnigan, Assistant City Manager Laurie Smith and City Clerk Mary Lou Magno. There were 43 people in the audience.

Mayor Guay called the meeting to order at 7:00 p.m. in the Council Chambers of Auburn Hall with a salute to the flag. Mayor Guay called for a moment of silence for two former City Councilors who passed away last week, Everett Trask and Alvin Gilbert.

**CONSENT AGENDA**

Councilor Shields moved to accept, approve and place on file the following item listed with an asterisk. Seconded by Councilor Rowell. Vote: 6 Yeas with Councilor Gerry voting Nay.

**\*MINUTES OF JULY 10, 2006**

Approved under consent agenda.

**REPORTS OF THE MAYOR**

**APPOINTMENT OF FIREARMS DISCHARGE COMMITTEE**

Mayor Guay appointed the following to serve on the Firearms Discharge Committee: Councilor Eric Samson, Chair, William Locke, Scott Davis, Harvey Gagne, Michael Jordan, Steve Damien, Susan Weiss, Barbara Trafton and William Skelton.

**REPORTS OF CITY COUNCILORS**

Councilor Rowell reminded Councilors that the City Manager's Performance Evaluation should be completed soon.

**REPORTS OF THE CITY MANAGER**

Pat Finnigan, City Manager, talked about the events taking place at Festival Plaza – Movies, L-A Arts, and Community Band concerts.

**COMMUNICATIONS AND RECOGNITIONS**

None

**OPEN SESSION**

The following people spoke during open session: Brian Franck, 20 Pearl Street; Ed Desgrosseilliers, 121 Hatch Road; Francis Bussiere, 9 Winter Street; Brian Demers, 1085 Riverside Drive; Dan Herrick, 470 Hatch Road; Ron Potvin, 82 Northern Avenue; and Timothy Goss, 175 Valview Drive.

**CLOSED OPEN SESSION**

**OLD BUSINESS**

None

**NEW BUSINESS**

**1. ORDER – AUTHORIZING A CAPITAL IMPROVEMENT BOND TO FUND STREET IMPROVEMENTS (MALL AREA) (1<sup>ST</sup> READING) (PUBLIC HEARING)**

Councilor Samson moved for acceptance of first reading. Seconded by Councilor Shields.

Mayor Guay opened the public hearing and the following people commented: Jonathan Labonte, 40 Reginald Street; Larry Pelletier, 129 Second Street; Brian Demers, 1085 Riverside Drive; Dan Herrick, 470 Hatch Road; Bob Thorpe, 10 Barkley Avenue; Tammy Grieshaber, 100 Stony Ridge; Gerard Dennison, 28 Seventh Street; Mr. Dennison also read a letter from Charles Morrison, President of the Androscoggin County Chamber of Commerce; Lou Gosselin, Executive Director of the Lewiston-Auburn Economic Growth Council; Bruce Rioux, 85 Mary Carroll Street; Greg Mitchell, representing E Peabody Consulting Group; and Timothy Goss, 175 Valview Drive. Mayor Guay read a letter from James Pittman. Mayor Guay closed the public hearing.

David Galbraith, Director of Planning & Permitting, answered Councilors questions; and Tom Gorhill, Traffic Engineer, also answered their questions.

Vote for acceptance of first reading: 5 Yeas with Councilors Gerry and Mennealy voting Nay.

**2. ORDER – AUTHORIZING ANNUAL CAPITAL IMPROVEMENT PROGRAM BOND**

Councilor Hayes moved for acceptance of first reading. Seconded by Councilor Gerry.

Mayor Guay opened and closed the public hearing with no public comment.

Vote for acceptance of first reading: 7 Yeas.

**3. ORDER – DISCONTINUANCE OF COTTAGE ROAD AND A PORTION OF CHURCH STREET**

Councilor Shields moved for passage of the order. Seconded by Councilor Hayes.

Gary Johnson, Assistant City Engineer, answered Councilors questions.

Vote: 7 Yeas.

**4. RESOLVE – ACCEPTING CERTAIN FORFEITED FUNDS**

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

**5. APPOINTMENTS TO THE PLANNING BOARD**

Councilor Shields moved to reappoint Richard Whiting and Clifton Griem to the Planning Board until November 2008.

**6. SET DATE FOR SPECIAL COUNCIL MEETING**

Councilor Shields moved that a Special City Council Meeting be held on July 31<sup>st</sup> for the purpose of voting on the Police Command Unit Labor Contract. Seconded by Councilor Matzen. Vote: 7 Yeas

**ADJOURNMENT –9:15 p.m.**

Councilor Samson moved to adjourn. Seconded by Councilor Shields. Vote: 7 Yeas.

**A TRUE RECORD**

**ATTEST:** \_\_\_\_\_  
City Clerk

7/01/2006  
Norm Lamie  
Superintendent  
Auburn Sewer District  
P O Box 414  
Auburn, ME 04212-0414

Dear Norm,

It is with great reluctance that I resign from the Board of Trustees of the Auburn Sewer District. I have enjoyed serving my fellow citizens and have had the opportunity to meet some of the finest people in Maine. I wish you and the Board continued success and balanced budgets.

Norm, I also want to thank you for your service. Your organizational talents have a lot to do with keeping costs in check and making service to the Citizens of Auburn a pleasure.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob", written in a cursive style.

Robert Pontbriand, CPA

**MEMORANDUM**

TO: Honorable Mayor Normand W. Guay and Members of the City Council

FROM: Acting Chief Phillip Crowell, Jr., Auburn Police Department

DATE: August 3, 2006

SUBJECT: CONSTABLE

---

We request that the following person be named a Constable for the Auburn Police Department.

Matthew N. Elie

Full Time Officer

With Firearm



# City Council

## Agenda Information Sheet

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**Council Meeting Date:** July 17, 2006    **Agenda Item No. 1**  
Aug 7, 2006

---

**SUBJECT:**    **Order** – Authorizing the Issuance and Sale of Capital Improvement Bonds In The Amount Of \$5,000,000 (Mall Area Road/Infrastructure Improvements) [*Public Hearing*]

---

**INFORMATION:**

The City prepares a 5 Year Capital Improvement Plan each year which serves as a long-range planning tool for elected officials. In addition, the City develops plans for specific major areas of the City, such as an Industrial Park Master Plan, the Auburn Downtown Action Plan for Tomorrow, and the Mall Area Master Plan. Each of these plans is intended to promote a planned approach to development, and prudent use of public resources. The Mall Area Master Plan, which was adopted by the City Council in 2000, provided a blueprint for the phase-in of public infrastructure improvements that would be necessary to encourage planned economic development in that area.

The purpose of this proposed capital improvement bond is to fund street, sidewalk, utility and other infrastructure improvements that are needed in the Mall Area. These improvements will provide a safe and efficient network of public ways for motorists, pedestrians, and bicyclists to access the mall area. The debt service on the bond will be funded through funds in the existing Mall Area Tax Increment Finance (TIF) district and a portion of the new taxes generated by new and expanded businesses in the Mall Area.

---

**STAFF COMMENTS/RECOMMENDATION:**

Staff recommends that the Council approves the proposed capital improvement bond issue as presented.

---

**REQUESTED ACTION:**

Passage of the order

---

**VOTE:**

# City of Auburn

---

CITY COUNCIL, AUBURN, MAINE

Date: July 17, 2005

**TITLE: ORDER - AUTHORIZING THE ISSUANCE AND SALE OF CAPITAL IMPROVEMENT BONDS IN THE AMOUNT OF \$5,000,000 (Mall Area Road/Infrastructure Improvements)**

Be It Ordered by the Auburn City Council, following a public hearing duly called and held as required by Article 8, Section 8.13 of the Auburn City Charter, that there be and hereby is authorized the issuance and sale of the City's general obligation bonds in the amount of \$5,000,000, the proceeds of which are hereby appropriated to fund the costs of the following Capital Improvements (including costs of issuance, capitalized interest, and any other costs related or ancillary thereto):

Acquisition of the following capital equipment and the design, construction, renovation, and rehabilitation of the following capital improvements, all constituting part of the City's FY07 Capital Improvement Program:

<b>Project:</b>	<b>Authorized Amount</b>
Transportation Improvements Auburn Mall Area	\$5,000,0000

THAT the bonds shall be issued as authorized hereunder and shall be signed by the Finance Director and City Treasurer, attested by the City Clerk under the seal of the City. A tax levy is hereby provided for each fiscal year that the bonds authorized hereunder remain outstanding to meet the annual installments of principal and interest as may accrue in each respective year. The bonds may be issued at one time or from time to time, either singly or in series, and the authority and discretion to fix the issue date, maturities, denominations, interest rate, place of payment, form and other details of said bonds and notes, and to take all other actions and to sign and deliver all other documents, certificates and agreements in order to provide for the sale thereof is hereby delegated to the Finance Director and City Treasurer.

THAT the bonds authorized hereunder may be made subject to call for redemption, either with or without premium, on such terms as may be determined by the Finance Director.

THAT in order to finance temporarily the projects described above, the Finance Director is authorized to expend up to \$5,000,000 either from available funds of the City or from the proceeds of Bond Anticipation Notes (BAN's) which would be reimbursed or refinanced from bond proceeds.

THAT the authority and discretion to designate the bond or notes, or a portion thereof, as qualified tax-exempt obligations under Section 265 of the Internal Revenue Code of 1986, as amended, is hereby delegated to the Finance Director.

THAT this order is a declaration of official intent pursuant to Treas. Reg. § 1.150-2 and shall be kept available for public inspection during reasonable business hours at the office of the City Clerk.

A Public Notice describing the general purpose of the borrowing and the terms thereof was publishing the same on July 3, 2006, in the *Lewiston Sun-Journal*, a daily newspaper published in Androscoggin County.

Motion for acceptance of first reading: Eric Samson    Seconded by: Bethel Shields

Vote: 5 Yeas with Councilors Gerry and Mennealy voting Nay

Motion for acceptance of second reading and final passage:

Seconded by:

Vote:

Action by City Council:

**Date:**

ATTEST:

\_\_\_\_\_  
CITY CLERK

# City Council

## Agenda Information Sheet

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**Council Meeting Date:** July 17, 2006    **Agenda Item No. 2**  
Aug 7, 2006

---

**SUBJECT: Order** – Authorizing the Issuance and Sale of Capital Improvement Bonds in the Amount of \$5 million [*Public Hearing*]

---

**INFORMATION:**

The City prepares a 5 Year Capital Improvement Plan each year which serves as a long-range planning tool for elected officials, staff and the public to identify buildings, equipment, technology and infrastructure needs. The CIP allows the City to develop a planned approach to protect the City's investment in the existing infrastructure and project the future funding levels necessary to maintain and enhance public facilities.

The proposed Capital Improvement Bond package continues this planned approach of investing in City and School capital needs including road improvements, technology upgrades, building improvements which are necessary for safety code compliance, public safety equipment, and funding for the Comprehensive Plan.

---

**STAFF COMMENTS/RECOMMENDATION:**

Staff recommends that the Council approves the Capital Improvement program bond issue as presented.

---

**REQUESTED ACTION:**

Passage of the order

---

**VOTE:**

# City of Auburn

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CITY COUNCIL, AUBURN, MAINE

Date: July 17, 2005

TITLE: ORDER - AUTHORIZING THE ISSUANCE AND SALE OF CAPITAL IMPROVEMENT BONDS IN THE AMOUNT OF \$5,000,000 (Annual Capital Improvement Program)

Be It Ordered by the Auburn City Council, following a public hearing duly called and held as required by Article 8, Section 8.13 of the Auburn City Charter, that there be and hereby is authorized the issuance and sale of the City's general obligation bonds in the amount of \$5,000,000, the proceeds of which are hereby appropriated to fund the costs of the following Capital Improvements (including costs of issuance, capitalized interest, and any other costs related or ancillary thereto):

Acquisition of the following capital equipment and the design, construction, renovation, and rehabilitation of the following capital improvements, all constituting part of the City's FY07 Capital Improvement Program:

FY 07 Capital Improvement Program:

<b>Project</b>	<b>Authorized Amount</b>
School Building and Equipment Improvements and Repairs and technology improvements	\$1,000,000
Street/Drainage Reconstructions, Reclamation, Improvements and Upgrades, Sidewalks and Retaining Walls	\$2,760,000
Equipment and Technology	\$ 920,922
Building Improvements	\$ 272,800
Contingency	\$ 46,278

THAT the bonds shall be issued as authorized hereunder and shall be signed by the Finance Director and City Treasurer, attested by the City Clerk under the seal of the City. A tax levy is hereby provided for each fiscal year that the bonds authorized hereunder remain outstanding to meet the annual installments of principal and interest as may accrue in each respective year. The bonds may be issued at one time or from time to time, either singly or in series, and the authority and discretion to fix the issue date, maturities, denominations, interest rate, place of payment, form and other details of said bonds and notes, and to take all other actions and to sign and deliver all other documents, certificates and agreements in order to provide for the sale thereof is hereby delegated to the Finance Director and City Treasurer.

THAT the bonds authorized hereunder may be made subject to call for redemption, either with or without premium, on such terms as may be determined by the Finance Director.

THAT in order to finance temporarily the projects described above, the Finance Director is authorized to expend up to \$5,000,000 either from available funds of the City or from the proceeds of Bond Anticipation Notes (BAN's) which would be reimbursed or refinanced from bond proceeds.

THAT the authority and discretion to designate the bond or notes, or a portion thereof, as qualified tax-exempt obligations under Section 265 of the Internal Revenue Code of 1986, as amended, is hereby delegated to the Finance Director.

THAT this order is a declaration of official intent pursuant to Treas. Reg. § 1.150-2 and shall be kept available for public inspection during reasonable business hours at the office of the City Clerk.

A Public Notice describing the general purpose of the borrowing and the terms thereof was publishing the same on July 3, 2006, in the *Lewiston Sun-Journal*, a daily newspaper published in Androscoggin County.

Motion for acceptance of first reading: Robert P. Hayes    Seconded by: Belinda Gerry

Vote: 7 Yeas

Motion for acceptance of second reading and final passage:

Seconded by:

Vote:

Action by City Council:

**Date:**

ATTEST:

\_\_\_\_\_  
CITY CLERK

**City of Auburn**  
**Capital Improvement Program**  
**FY07-11**

Department/Project	Type	FY07	Recommended Bond
<b><u>Fire</u></b>			
Vehicle Replacement - Engine 3(Yr. 2)	Equipment	\$365,922	\$365,922
Engine 3 Refurbishment	Equipment	\$24,000	\$24,000
Engine Five Roof Brick and Ceiling Repair	Bldg/Facilities	\$35,000	\$35,000
Rescue Boat	Equipment	\$35,000	\$35,000
<i>subtotal - Fire</i>		<b>\$659,922</b>	<b>\$459,922</b>
<b><u>Information Services</u></b>			
GIS Base Map Update (Photogrammetry)	Technology	\$59,000	\$59,000
IP Telephony	Technology	\$12,000	\$12,000
<i>subtotal - Information Services</i>		<b>\$121,000</b>	<b>\$71,000</b>
<b><u>Parks &amp; Recreation</u></b>			
Upper Hasty Roof	Bldg/Facilities	\$50,000	\$50,000
Driveway Paving	Infrastructure	\$60,000	\$60,000
Municipal Beach Improvements	Bldg/Facilities	\$27,800	\$27,800
<i>subtotal - Parks &amp; Recreation</i>		<b>\$165,800</b>	<b>\$137,800</b>
<b><u>Property</u></b>			
Great Falls Arts Center Sprinkler Fire Alarm & Security System	Bldg/Facilities	\$100,000	\$100,000
<i>subtotal - Property</i>		<b>\$100,000</b>	<b>\$100,000</b>
<b><u>Public Works</u></b>			
Equipment Replacement	Equipment	\$696,000	\$425,000
Street Improvements-Resurfacing/Reclamation	Infrastructure	\$1,500,000	\$400,000
Sidewalk Improvement Prog.	Infrastructure	\$60,000	\$60,000
Street Improvements-Reconstruction	Infrastructure	\$1,000,000	\$900,000
Drainage Improvement Prog. Major	Infrastructure	\$930,000	\$900,000
Infrastructure - Other	Infrastructure	\$500,000	\$500,000
<i>subtotal - Public Works</i>		<b>\$4,931,300</b>	<b>\$3,185,000</b>
<i>Municipal Contingency</i>			\$46,278
<b><u>Education</u></b>	Various	\$1,000,000	\$1,000,000
		<b>\$7,038,670</b>	<b>\$5,000,000</b>

# City Council

## Agenda Information Sheet

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**Council Meeting Date**    August 7, 2006

**Agenda Item No. 3**

---

**SUBJECT:**

**Resolve - Collective Bargaining Agreement between Maine Association of Police – Auburn Command Unit and the City of Auburn**

---

**INFORMATION:**

The collective bargaining agreement between the City and the Auburn Police Command unit expired on June 30, 2006. The proposed agreement is for three years (2006-2009). The proposed agreement provides for a market adjustment in year 1 and 3% annual wage increases in year 2 and 3. The agreement will also implement a health promotion program allowing the City and Employees to manage future health premium increases. (see attached memorandum and contract for more information and specific amendments)

---

**STAFF COMMENTS/RECOMMENDATION:**

Staff recommends approval of this contract.

---

**REQUESTED ACTION:**

To authorize the City Manager to sign the collective bargaining agreement between the City and Auburn Police Command Unit for 2006 – 2009.

---

**VOTE:**



# **CITY OF AUBURN**

**CITY COUNCIL, AUBURN, MAINE**

**DATE: August 7, 2006**

**TITLE: RESOLVE – AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT WITH POLICE COMMAND UNIT**

Be It Resolved by the Auburn City Council that the City Manager is authorized to execute a contract with the Police Command Unit. A copy of the contract is attached to and hereby made a part of this resolve.

Motion for passage:

Seconded by:

Vote:

**ACTION BY COUNCIL:**

**DATE:**

**ATTEST:**

**CITY CLERK**

# City of Auburn, Maine

*"Maine's City of Opportunity"*

Office of the City Manager



## MEMORANDUM

To: Mayor and City Council  
Fr: Laurie Smith, Assistant City Manager  
Re: Police Command Unit (Maine Association of Police)  
Collective Bargaining Agreement – 2006 – 2009

On behalf of the Command Officers of the Auburn Police Department, Police Administration and City Management it is my pleasure to present the proposed collective bargaining agreements for FY2006-2009. The current collective bargaining agreement expired on June 30, 2006. The proposed agreement represents nine (9) employees of the Police Department.

The Command Unit and Management have been meeting through the Winter and Spring to develop the list of issues and concerns to both parties. We used that time to develop a solid foundation and understanding of the market forces by gathering data for a salary market survey and reviewing other law enforcement contracts. From these discussions we were able to establish a short list of priorities that would serve both sides, and not cloud our discussion with secondary or side issues. This list of priorities included:

1. Ensuring that Police Command Officers were compensated in line with the current market conditions.
2. Guaranteeing that the Command Unit was at a wage level that recognized their duties and responsibilities in comparison to the Patrol/Detective unit.
3. Recognizing the importance of years of experience in the position.
4. Protecting the City and Employees from increasing health insurance premiums.
5. Limiting the impact on future budgets of employee compensation packages.

Within these discussions we always recognized “compensation” versus “wages”, understanding the importance of health insurance and other benefits to employees. Our market survey included all benefits in determining where our Officers fell in comparison to other departments.

The results of this negotiation are as follows:

1. The City will implement a market adjustment salary increase in year 1. Currently the City ranks 11<sup>th</sup> out of the 13 communities surveyed. The wage adjustment will move Auburn to the 5<sup>th</sup> position.
2. The City’s market adjustment will also place the Command Unit starting salary 5% above the highest Patrol/Detective wage.
3. The creation of a six year step will recognize employees who have learned all facets of the job and are giving back to other employees and the City from their wealth of knowledge and job experiences.
4. The establishment of a Health Promotion Program will allow employees to be recognized for their efforts in maintaining a healthy lifestyle and managing their health needs. Studies have shown that a proactive approach to health management will decrease future health insurance premiums for both the city and the employees.
5. A modest 3% salary increase in years 2 and 3 of the contract, along with the health insurance program components will limit financial impacts on future budgets.

The results of these negotiations will enable the City to maintain an experienced work force and attract top candidates in the future. The City will also be taking the first steps towards the control of future health insurance premiums, one of the drivers each budget year. Employees will be rewarded for good performance as well as taking a proactive role in managing their own health care. For these reasons this contract can be considered a win-win for both the Command Officers and the City.

CONTRACT BETWEEN THE CITY OF AUBURN

AND THE

MAINE ASSOCIATION OF POLICE

COMMAND UNIT

~~7/01/03 - 6/30/06~~

7/1/06 - 6/30/09

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## PREAMBLE

Pursuant to the provisions of Chapter 9A, Revised Statutes of Maine, Title 26 as enacted by the Maine Legislature, Revised September 1989 of the Municipal Public Employees Labor Relations Act, this agreement is entered into by the City of Auburn, Maine (hereinafter known as the City) and Maine Association of Police (hereinafter known as the Union).

It is the intent and purpose of the parties to set forth herein the entire Agreement covering rates of pay; wages, hours of employment and other conditions of employment; to increase the efficiency and productivity of employees in the Police Department; to provide for the prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Police Department.

### ARTICLE 1 - BARGAINING UNIT

It is expressly agreed that previous negotiations are without prejudice to the right of the City to object to the composition of the bargaining unit being represented by the negotiating team of the Union in any subsequent contract year. For the purpose of this agreement the Maine Association of Police will represent all Lieutenants (with the exception of the Administrative Division Commander) and Sergeants in the Auburn Police Department.

### ARTICLE 2 - RECOGNITION OF CITY RIGHTS

Except as otherwise provided in this contract, the City shall remain vested solely and exclusively with all of its common law and its statutory rights and with all management functions including the full and exclusive control, direction, and supervision of operations and personnel including the right to hire, promote, suspend or otherwise discipline superior officers under the City Charter and Ordinances.

## ARTICLE 3 - RECOGNITION OF RIGHTS OF MEMBERS OF THE UNION

### Section 1. Investigation of Police Misconduct

Members 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 members of the department perform their many duties, of contacts and relationships with the public. Out of such contacts and relationships may arise questions concerning the actions of members of the force. Such questions may require prompt investigation by superior officers designated by the Chief of Police or other competent authority.

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 member 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 member and the legitimate interests of the department. The officer conducting the interrogation shall advise the member that an investigation is being conducted. The investigating officer shall inform the member of the nature of the alleged conduct which is the subject matter of the interrogation and, unless circumstances warrant anonymity, shall identify the complainant. If it is known that the member being interrogated is a witness only, he shall be so informed.

B) 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 officer until the investigation is completed and all charges dropped or processed to conclusion. At his request, the member or his attorney may listen to, transcribe, or copy all or any portion of the tape.

The interrogation shall be conducted with as much confidentiality as possible. The interrogation of a member suspected of violating department rules and regulations shall be limited to questions which are reasonably related to the member's performance as it relates to the alleged violation.

C) If the member 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.

D) In all cases in which a member 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 unreasonably 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 member.

E) If the member under 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. If a member is requested to submit to any other type of test, he or she will be advised of the type of test and the member will be afforded an opportunity to obtain a similar independent test if available.

F) The investigation will be conducted without unreasonable delay and the member will be advised of the final outcome of the investigation.

## Section 2. Disciplinary Proceedings

Any member charged with a violation of department rules and regulations, incompetence, misconduct, negligence, insubordination, disloyalty or other serious disciplinary infraction may request a hearing provided such request is made in writing and delivered to the Chief or his representative no more than five days after the member is advised of the charge against him. No member shall be dismissed without first being given notice and an opportunity for a hearing whether he requests it or not. In the case of a member who has been suspended, the hearing shall, if requested by the member, be held no more than five days after the date when the suspension began.

The member shall be informed of the exact nature of the charge and shall be given sufficient notice of the hearing date and time to allow him an opportunity to consult legal counsel, conduct an investigation, and prepare a defense. The hearing, which shall be before the Chief, or in his absence or incapacity, the Acting Chief, shall be informal in nature. The member may be accompanied by legal counsel or a representative of the Union. The member shall have the right to confer with his representative at any time during the hearing and shall have the right to have his representative speak on his behalf. The member shall have the right to appeal from the decision of the Chief, to the ~~Civil Service Commission~~ City Manager as provided in Article 8 in any case involving a suspension. Any matters as to which a member has a right to a hearing under this Article shall not also be the subject of a grievance proceeding.



### Section 3 Personnel Files

A) Insofar as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of members 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 member.

B) Upon request, a member shall have the right to inspect his official personnel record. Inspection shall be during regular business hours and shall be conducted under supervision of the department. A member shall have the right to make duplicate copies for his own use. No records shall be withheld from a member's inspection. A member shall have a right to have added to his 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 a member's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five days thereafter, the member may file a written reply. If the Chief thereafter places the written reprimand in the member's personnel file, he shall also include the reply.

D) After two years, any officer may request that single incidents be purged from his personnel file. The request shall be submitted to a three member panel composed of a Union representative, the Police Chief or his representative, and the City Manager or his designee. The panel shall determine whether or not the request should be granted. The decision of the panel shall be final. Requests for purging may be made only once in a two year period for each individual incident.

### ARTICLE 4 - NON-DISCRIMINATION

All employees have the right to work in an environment free from discrimination unrelated to job performance. Intimidation and harassment of employees, whether by fellow employees or management personnel, including sexual harassment in all its various forms, is unacceptable conduct which may constitute grounds for disciplinary action. This provision shall not in any way prevent the Union from discharging its duty of fair representation of any of its members.

## ARTICLE 5 - NO STRIKE/NO LOCKOUT

During the term of this Agreement, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the City. During the term of this Agreement, neither the City nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

The Union agrees to notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work. Any or all employees who violate the provisions of this Article may be discharged or otherwise disciplined.

## ARTICLE 6 - CHECK-OFF

The employer agrees to deduct the Union's weekly membership dues (uniform amount per member) and benefit premiums from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by Maine Association of Police, and the aggregate deductions of all employees shall be submitted together with an itemized statement to the Union on a quarterly basis, after such deductions are made. The written authorization for payroll deductions of Union membership dues shall be irrevocable during the term of this Agreement except that an employee may revoke the authorization, effective upon the expiration date of this Agreement, provided the employee notifies, in writing, the Employer and Maine Association of Police at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.

The authorization for deduction of benefit fund contributions may be stopped at any time, provided the employee submits in writing, to the Employer and the Union a sixty (60) day notice of such intent. The Union shall indemnify the City and any Department of the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City or any Department of the City for the purpose of complying with the provisions of this Article.

## ARTICLE 7 - NEGOTIATIONS TIME-OFF

### Section 1.

The President or his designee shall be allowed reasonable time-off without loss of any benefits to represent members, at the members request, at any grievance procedure or departmental hearing and shall be allowed reasonable time to interview and represent a requesting member during all stages of a grievance procedure.

### Section 2.

Members of the Negotiating Committee 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.

### Section 3.

The Union shall supply a list of all members referred to in Section 1 and 2 to be kept at the Office of the Chief of Police for the purpose of verifying the status of the Union's President and Negotiating Committee.

## ARTICLE 8 - GRIEVANCE PROCEDURE

The purpose of the Grievance Procedure shall be to settle all grievances between the City and the Union, or one of its members, as quickly as possible so as to insure efficiency and to promote employee morale. Grievances arising under this Agreement shall be adjusted and settled as follows:

Step 1. The employee, or his representative, or the Union shall present the grievance in writing to the Police Chief, whose duty it shall be to give the grievance full consideration and to make an effort to settle the grievance within ten (10) administrative working days after its presentation.

Step 2. If the grievance remains unresolved or the decision of the Police Chief is unsatisfactory, the aggrieved member, or his representative, or the Union shall file an appeal with the City Manager within ten (10) administrative working days after receiving the decision of the Police Chief. The Manager shall promptly hear and decide the grievance and provide a written copy of this decision to the aggrieved party and/or Union within ten (10) administrative working days after hearing the grievance.

Step 3. In the event that the grievance remains unresolved and the decision of the City Manager is unsatisfactory, the aggrieved member, his representative, or the Union, may submit any or all of the issues involved to binding arbitration by giving written notice of such intention within ten (10) administrative working days after receiving the decision of the City Manager. If the parties are unable to agree upon an impartial arbitrator within ten (10) 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 American Arbitration Association and the proceedings shall thereafter be taken in accordance with the rules of the Association. 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.

The Employer and the Union shall bear the fees and expenses of the arbitrator equally. Each party shall be responsible for its own witness fees and expenses.

ARTICLE 9 - WAGES

Members of the Auburn Police Department Command Unit shall be paid in accordance with the attached following wage schedule: (~~Appendix A~~) for the term of this Agreement.

<b>Patrol Supervisors</b>			<b>Shift Commanders</b>		
	<b>0-5yrs.</b>	<b>6+</b>		<b>0-5yrs.</b>	<b>6+</b>
<b>FY07</b>			<b>FY07</b>		
<b>Annual</b>	47,738.08	49,170.22	<b>Annual</b>	53,175.20	54,771.60
<b>Weekly</b>	918.04	945.58	<b>Weekly</b>	1,022.60	1,053.30
<b>Hourly</b>	22.9510	23.6395	<b>Hourly</b>	25.5650	26.3325
<b>FY08</b>	<b>0-5yrs.</b>	<b>6+</b>	<b>FY08</b>	<b>0-5yrs.</b>	<b>6+</b>
<b>Annual</b>	49,170.22	50,645.33	<b>Annual</b>	54,771.60	56,414.75
<b>Weekly</b>	945.58	973.95	<b>Weekly</b>	1,053.30	1,084.90
<b>Hourly</b>	23.6395	24.3487	<b>Hourly</b>	26.3325	27.1225
<b>FY09</b>	<b>0-5yrs.</b>	<b>6+</b>	<b>FY09</b>	<b>0-5yrs.</b>	<b>6+</b>
<b>Annual</b>	50,645.33	52,164.69	<b>Annual</b>	56,414.75	58,107.19
<b>Weekly</b>	973.95	1,003.17	<b>Weekly</b>	1,084.90	1,117.45
<b>Hourly</b>	24.3487	25.0792	<b>Hourly</b>	27.1225	27.9361

The Patrol Supervisor pay scale will be reviewed and adjusted to maintain a 5% differential between the highest step on the Patrol/Detective pay scale and the wages for a patrol supervisor with one year of experience. The pay scale will also maintain a 5% differential between the highest paid Patrol Supervisor and the wages for a Shift Commander with one year of experience. A 3% differential will be maintained between the 0-5 years of experience and the 6+ years of experience step.

~~In addition to the wage schedule, each employee will be compensated the equivalent of one (1) week's pay for the 2004-05 and 2005-06 contract years. Said week's pay will be paid on the pay period closest to December 1, 2004 and December 1, 2005. Continuation of the week's pay for subsequent years will be negotiable and considered in conjunction with overall wage adjustments. For the purposes of this section a week's pay shall be equivalent to the employee's then current hourly wage rate x his/her normal work week hours. No overtime, compensation time or other accrued time shall be computed or added. Patrol Supervisors will receive \$550 and Shift Commanders will receive \$650 on the pay period closest to December 1<sup>st</sup> of contract years 2006-07, 2007-08 and 2008-09. The \$550 and \$650 pay will be included as wages when calculating pay differentials. Continuation of the said pay for~~

subsequent years will be negotiable and considered in conjunction with overall wage adjustments. At the employee's option said ~~week's~~ pay may be placed in to the employee's wellness account or deferred compensation account. Placement in either the wellness account or deferred compensation account must be in accordance with their respective rules, policies or provisions.

All employees will be subject to performance evaluations in order to receive performance steps on 7/1/06, 7/1/07, 7/1/08 or the anniversary date of promotion, whichever is applicable. All performance evaluations will be conducted within 45 days of the employee's anniversary date. If completed after the anniversary date, step increase will be retroactive for successful evaluations. Employees, whose step increase is withheld, due to performance evaluation, will receive progress evaluation no more than three (3) months from last anniversary date or completed evaluation process, whichever is greater.

EMT Bonus - Members of the Auburn Police Department covered by this Agreement shall receive \$10.00 per week incentive pay for taking the emergency medical training course and becoming certified as an EMT. Those members already certified who maintain their certification shall receive this incentive payment.

#### ARTICLE 10 - HOURS OF WORK

Members shall be employed for a work week averaging forty (40) hours per week. The City may implement a new work schedule which shall remain in effect throughout the fiscal year in which it is implemented and may not be changed again during that fiscal year, except by agreement of the parties. Prior to a change in the work schedule, the City shall meet and consult, but not negotiate, with the Union with respect to a work schedule change. The City reserves the right to make immediate temporary changes in the scheduling of any and all members of the bargaining unit in the event of an emergency.

## ARTICLE 11 - OVERTIME

Every member of the Union shall be paid at the rate of one and one half times their regular hourly rate of pay for each hour or portion of an hour in excess of their regular work week. Regular hourly rate of pay shall be determined by dividing 40 into their regular weekly salary. For the purpose of this paragraph hours worked shall not include hours compensated for by: Bereavement Leave, Reserve Service Leave, or Military Leave and Workmen's Compensation pay. Members called back to work shall receive a minimum of three (3) hours pay for the work which they are called back at the overtime rate.

Members of the bargaining unit may elect at their option, to accrue compensatory time at the rate of two (2) hours for every hour of overtime worked. Members may accumulate up to the maximums per contract year. Maximum accrual is per contract year: ~~2003/04 - 60 hours~~ ~~2004/05 - 70 hours~~ ~~2005/06 - 80 hours~~.

Any request for compensatory time for more than four (4) hours will require seventy two (72) hours notice, unless there is an emergency which prevents it. Compensatory time shall be granted at such time and in such time blocks as are mutually agreed upon between the member and his supervisor; permission to utilize time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected. Compensatory time shall be granted only when no replacement is required.

Members will have the right to carry over twenty two (22) hours or two (2) working days into the next fiscal year. Any days not carried over shall be converted to cash, and paid in the last pay day of the fiscal year at the member's overtime rate. Carryover in excess of twenty two (22) hours or two (2) working days must have the approval of the Chief or his/her designee. Members may 'cash out' any accrued compensatory time only at one and one-half times their hourly rate and only to a maximum of forty (40) hours regardless of the contract year and/or accrual maximum.

ARTICLE 12 - HOLIDAYS

Each employee covered by this Agreement shall, in addition to his/her regular weekly wage, be paid 1/4 of his/her weekly wage for each of the following holidays:

New Year's Day	Patriot's Day	Labor Day	Thanksgiving Day
Martin Luther King Day	Memorial Day	Columbus Day	Christmas Day
Washington's Birthday	Independence Day	Veteran's Day	

Further, each member shall be entitled to one floating holiday per year to be scheduled when no replacement for the member is necessary. At the beginning of the fiscal year, each member has the option of designating in writing one of the above holidays as a second floating holiday to be taken as a day off instead of receiving that holiday pay for that holiday.

Members who work at least fifty (50%) percent of their regularly scheduled work shift on Christmas and/or Thanksgiving will receive an additional three (3) hours pay at straight time.

Employees shall annually receive one (1) personal day off. Employees may schedule said day when no replacement is necessary for the member.



## ARTICLE 13 - VACATIONS

Each employee in the bargaining unit shall be entitled to ninety-six (96) hours or twelve (12) working days (whichever is greater), as per the superior officer's work schedule per year vacation leave each year with full pay after completion of six (6) month's 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 one-hundred and twenty-eight (128) hours or sixteen (16) working days (which ever is the greater) each year. At eighteen (18) years, an employee shall be entitled to one-hundred and sixty (160) hours or twenty (20) working days which ever is the greater paid vacation leave.

Vacation leave shall be credited on a monthly basis. 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 of thirty (30) days. 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 hourly 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. Provision shall be made, however, so that no employee forfeits any vacation leave.

## ARTICLE 14 - SICK LEAVE

Each employee shall be entitled to paid sick leave which is to be earned at the rate of one (1) working day for each calendar month of service. Unused sick leave may be accumulated for a maximum of 500 hours. One-half of the accumulated sick leave shall be paid upon employment termination or separation to an employee because of illness of a member of the employee's "immediate family" which is defined as a spouse, child or parent.

~~For each consecutive ninety (90) day period during which the member does not use a sick day, he/she will earn one (1) day off. The maximum number of sick leave incentive days earned per year is four (4). For an employee not at the sick leave maximum accumulation, the employee will be granted one sick day off, up to a maximum of three per year if he/she does not use sick time in the periods outlined below. For the purposes of this provision, sick leave donated to a catastrophic sick leave bank shall not be interpreted as sick leave use. If an employee is on Family/Medical Leave, regardless of the leave being used, the employee will not be eligible for a sick leave incentive day during that period. It will be the responsibility of the employee to report in writing to the Police Department administration, when he/she has earned a sick leave incentive day. This must be done within 14 days of having earned the said day. A sick leave incentive day may *only* be taken when the employee does not have to be replaced. An employee may elect to convert two (2) sick days (a minimum of 30 days of accrued sick time before being allowed to convert) and two (2) sick incentive days into cash value, at current hourly rate of pay, to be applied to the employee wellness account in a one year period. It shall be the employee's responsibility to notify the department of his/her eligibility for this incentive. Upon earning a sick leave incentive day an employee must elect to keep as sick incentive day or to have the current value (employee's current hourly wage x current work day hours) of the day placed into the employee's wellness account. The value of the wellness account may not exceed the limit noted in Article 18, Section 4. The day may only be taken on a day when the employee does not have to be replaced. The employee does not have to reach the maximum accrual in order to receive a sick leave incentive day. Employees who have reached the maximum accrual of sick days are not entitled to receive sick leave incentive days. During the contract year an employee can elect to convert two (2) sick days (not sick incentive days) into cash value, at current hourly rate of pay, to be applied to the employee wellness account.~~

First Sick Leave Incentive Day starts July 1<sup>st</sup> and ends October 31<sup>st</sup>  
Second Sick Leave Incentive Day starts November 1<sup>st</sup> and ends February 29<sup>th</sup>  
Third Sick Leave Incentive Day starts March 1<sup>st</sup> and ends June 30<sup>th</sup>

Employees at maximum sick accrual may contribute up to 3 vacation days per year into the Cafeteria Benefit Plan (Wellness Account).

## ARTICLE 15 - FUNERAL LEAVE

Leave of absence without loss of pay and without loss of sick leave shall be granted to any superior officer for five (5) consecutive calendar days because of death of a spouse or child and three (3) consecutive calendar days because of a death

in the immediate family plus any actual travel time reasonably required to return from out-of-state. Such leave shall commence no later than the date of death. Immediate family shall be defined to include mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents, grandchildren and another person living in the employee's household. Such additional time needed after the expiration of the funeral leave period shall be charged against the employee's sick leave. An employee may also be granted leave to attend the funerals of persons not mentioned in this Article at the discretion of the Chief, such leave time to be charged as sick leave.

#### ARTICLE 16 - MULTIPLE CHOICE CAFETERIA BENEFIT PLAN

Employees may participate in the Multiple Choice Cafeteria Benefit Plan in the annual amount of \$550. ~~2003-04 \$530~~ ~~2004-05 \$540~~ ~~2005-06~~

Use of the annual amount must be in accordance with the rules of the Multiple Choice Cafeteria Benefit Plan.

#### ARTICLE 17 - TUITION REIMBURSEMENT

The City will provide fifty (50%) percent reimbursement for the successful completion of job related courses which have prior approval by the Chief.

ARTICLE 18 - HEALTH 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 and the employee shall share in the cost of health insurance. Effective with the signing of the contract, City and employee cost share for annual health insurance premiums will be in accordance with the following schedule:~~

	<u>City</u>	<u>Employee</u>
<del>January 1, 2004 - June 30, 2004</del>	<del>90%</del>	<del>10%</del>
<del>July 1, 2004 - June 30, 2005</del>	<del>87.5%</del>	<del>12.5%</del>
<del>July 1, 2005 - June 30, 2006</del>	<del>85%</del>	<del>15%</del>
<del>July 1, 2006 - June 30, 2009</del>	<del>75%</del>	<del>25%</del>

All employees shall pay a portion of the health insurance premiums in accordance to the schedule outlined in Health Promotion Program in Appendix B. In the event that the Health Promotion Program is eliminated, through loss of funding or any other reason, the employee cost share will continue to be 15% of monthly premiums for the life of this agreement.

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 Wellness or ~~Multiple Choice Cafeteria~~ Benefit Plan Account. 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. Payment Program for Waiving Health Insurance Coverage

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

1. Any employee 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 (3) months of health insurance premiums. The health insurance waiver payment will be divided into 12 equal payments and paid monthly.

2. An employee who is eligible for a full family plan but opts to take either a "single parent plan" or a "single plan" shall receive an annual payment equal to three

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. Employees who are married to other City (non-school) employees covered by the health insurance shall be eligible for an amount equal to three (3) 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.~~

4. A new employee 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.

5. If the employee 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.

6. If an employee is reinstated (or covered for the first time) after receiving payment for waiving health insurance coverage, the employee shall repay the City the balance of the payment, pro-rated on a monthly basis.

7. In order to receive payment for waiving health insurance coverage or to be reinstated on the health insurance plan, the employee must submit written notice to the Personnel 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.

8. If an employee 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.

9. This section is effective with the signing of the contract and is not retroactive.

~~10. \$1,000 per year from savings realized by employees waiving health insurance coverage will be dedicated toward replacement or repair of physical fitness equipment.~~

An employee who waives health insurance coverage and is not contributing toward a health insurance premium, but who is otherwise eligible for the non-smoking bonus, shall have the non-smoking bonus (\$100) added to the health insurance waiver payment.

### Section 3. Terms and Conditions to Apply.

The extent of coverage provided under the existing insurance policies referred to in this agreement shall be governed by the terms and conditions set forth in said policies or plans in existence at the time of the dispute. Any questions or disputes concerning said insurance policies or plans or benefits hereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedures set forth in this agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability for the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other agreement.

### Section 4. Wellness Incentive.

The City will contribute for permanent employees, covered by this Agreement, \$250 to each employee's wellness account. Employees will contribute a minimum of \$150, through weekly deduction, to their wellness account. Use and reimbursement will be made in accordance with the City's Wellness program.

In addition, employees may contribute the cash value of up to a maximum of four (4) days from the following accrued leave to their Wellness Account:

- Two (2) sick leave incentive days.
- Two (2) sick days if the employee has at least 30 days of accrued sick leave.
- Three (3) vacation days if the employee is at maximum sick accrual.

Said days will be computed at the employee's current hourly rate X hours of current average workday (excluding overtime). Employees may accrue the wellness incentive to a maximum of \$2000. Exceptions to the maximum may be requested and reviewed by the Police Chief and the Human Resources Director. Employees who are discharged, retire or otherwise terminate their employment with the City shall be entitled to the balance of any employee contributions in their individual Wellness Account. Any contributions to the Wellness Account made by the City will be retained by the City.

## ARTICLE 19 - RETIREMENT

Employees shall be eligible, through Maine State Retirement System, for retirement at the end of 25 years of service in the department at half pay regardless of chronological age.

## ARTICLE 20 - CLOTHING ALLOWANCE

### Section 1. Purpose.

The City will furnish to employees an annual allowance for the purposes of purchasing, maintaining, replacing or repairing required uniforms, protective clothing or devices listed in **Appendix A**. Appendix B shall contain a primary and secondary list of clothing and equipment. An employee's primary clothing and equipment shall be maintained in good condition prior to purchasing secondary clothing and equipment. Employees not required to wear a uniform on a daily basis shall maintain a complete BDU and Class A uniform.

### Section 2. Reimbursement.

Employees will be reimbursed for eligible expenses through purchase order or submission of receipts. The Police Chief may establish policies and procedures regarding clothing allowance reimbursement.

### Section 3. Uniform Policy.

The Police Chief shall establish and maintain a uniform policy regarding uniform requirements and maintenance. A committee appointed by the Chief in consultation with the Union may be established on an as-needed basis to consider changes in style or quality of the uniform. The Police Chief shall have final approval of all uniform standards. Employees must maintain uniforms in accordance with the policy regardless of the amount of clothing allowance.

### Section 4. Separation

Employees who are discharged, retire or otherwise terminate their employment with the City shall not be entitled to the balance of any unused clothing allowance.

### Section 5. Allowance.

Permanent employees shall receive a maximum annual clothing allowance of ~~\$525 (2003/04)~~, \$550 ~~(2004/05 and 2005/06)~~. An employee can elect to take up to \$200 of the annual clothing allowance for the cleaning and maintenance of uniforms and equipment. The allowance will be available on the first day of the City's fiscal year.

## ARTICLE 21 - 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 not 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 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 (36) months from the date of incapacity or until the employee returns to active duty, is placed on disability retirement or resigns, 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 may deduct any benefits provided by Workers' Compensation or require the employee to assign to it the right to receive any such benefits that any such employee repay to it 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 to 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 immediately return to work as directed by the Chief or his designee.



## ARTICLE 22 - COURT TIME

Employees covered by this Agreement required to make an off-duty attendance at Court shall receive a minimum of three (3) hours pay at his overtime rate for each such attendance or time and one half (1 1/2) his regular base hourly rate for all hours in attendance, whichever is greater. Any compensation (from other than the City) received by the employee for attendance at any Court or official hearing shall be paid to the City.

## ARTICLE 23 - MANDATORY IN-SERVICE TRAINING

The Police Chief shall make available to all employees covered by this Agreement a minimum of 25 hours not-to-exceed a maximum of eighty (80) hours per year Mandatory-In-Service Training. Employees participating in this program shall be paid one and one half (1 and 1/2) times their regular hourly rate of pay for all hours of training received while not on a regularly scheduled shift under the provision of this program not-to-exceed eighty (80) hours in any single year. Payment for mandatory training hours will be paid in the payroll period in which it was worked. It is the intent to make available to all employees, as best as can be scheduled, an equal number of training hours. Attendance at mandatory training may be excused with the prior approval of the Chief.

## ARTICLE 24 - LIFE INSURANCE

The City will pay the life insurance premiums under the Maine Municipal Employees Health Trust Supplemental Life Insurance Plan up to the first \$23,000 of coverage for each member of the collective bargaining group provided that 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 members.
2. The member agrees to purchase the remaining premiums based upon 1X, 2X or 3X his/her base annual salary. If the member does not purchase the remaining life insurance coverage, then the member will not be eligible for the first \$23,000 of paid coverage by the City.

## ARTICLE 25 - INCONSISTENT RULES, REGULATIONS AND ORDINANCES

The provisions of this Agreement shall govern, where specifically applicable, any inconsistent rules, regulations or ordinances or any other provision or law notwithstanding. In all other cases the City Administrative Manual in effect on the date of this Agreement shall govern questions of intra-departmental procedure and working conditions in the department. The City shall cause to be drafted and put into effect all necessary ordinances to make existing ordinances consistent with this Agreement.

## ARTICLE 26 - SAFE EQUIPMENT

It shall be the responsibility of the City to maintain equipment in a safe working order. Officers shall be responsible to report defects in equipment to the Shift Commander.

## ARTICLE 27 - LIABILITY INSURANCE

The City of Auburn shall continue to provide employees with liability insurance with the limits of \$300,000 with respect to any action brought under the State of Maine Tort Claims and \$350,000 with respect to any action brought outside of the State of Maine Tort Claims Act including but not limited to false arrest, police brutality and civil rights violations. The cost of all legal fees and costs related to any action shall be paid by the City in addition to the stated claim limits. The City may provide such coverage through a private insurance company, a public self-funded risk pool or by self-insuring. The Union, through its attorney, shall have the right to review said policy and its terms.

## ARTICLE 28 - PHYSICAL EXAMINATIONS AND CONDITIONING

All employees will be required to take a physical examination annually at the City's expense. Said examinations may be provided by a physician chosen by the employee. Such examination shall be submitted to the employee's health insurance prior to reimbursement by the City. The City shall reimburse employees for any co-pay and additional expense, but in no case shall the City's total annual reimbursement exceed \$150 per employee. If the City's total reimbursement for the examination is less than \$150 then any remaining monies will be credited to the employee's ~~Multiple Choice~~ Cafeteria Benefit Plan in the following plan year and administered accordingly.

With the direction of the examining physician, each employee will be encouraged to undertake a voluntary physical fitness program. This program can be accomplished in either of the following ways:

- A) Participation in "life-line" program; or
- B) Undertaking an individualized program such as the Royal Canadian Air Force Program; or
- C) A program developed by the examining physician.

After the examination, the employee shall present to the Chief a written statement from his physician stating the examination has been performed in accordance with the physical examination form provided by the City and whether or not the employee is physically capable of performing his duties.

The City and the Union agree to the creation and participation in a joint labor/management task force charged with the responsibility of formulating a physical fitness program similar to the entrance requirements of the Maine Criminal Justice Academy. This task force will make its recommendations as soon as possible.

## 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 officer'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 officer on the City.
3. Where secondary employment impairs the officer's ability to discharge the duties and responsibilities of his City job.
4. Where an officer 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 Officer for the City of Auburn.

### ARTICLE 30 - MILITARY LEAVE

All employees who are members of the organized military reserves and who are required to perform field duty will be granted reserve service leave in accordance with applicable federal and state statutes, in addition to normal vacation time. In order for the Chief of Police to accommodate military leave and to provide adequate staffing for the department, the reservist must provide a copy of the written orders as soon as possible after they are received. For any such period of reserve service leave, the City will pay the difference (if any) between service pay, and the employee's regular pay.

### ARTICLE 31 - RECIPROCITY AGREEMENT

If an employee is injured on the job as a direct result of a violent action taken against him by a private individual(s) he shall have the first right to take civil action against said individual(s). However, if the employee 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 as well as any revenue derived from such action shall revert to the City.

### ARTICLE 32 - DRUG TESTING

The Auburn Police Department will develop and implement a "for cause" drug testing program in compliance with state statutes, and the Departments of Human Services and Labor drug testing regulations within the first year of the contract.

The City will meet and consult with the superior officers bargaining unit over those sections of the drug testing program which relate to current employees including but not limited to the following areas:

- ◆ What constitutes "for cause" for conducting drug tests on an employee;
- ◆ positions to be covered by the policy;
- ◆ level of illegal drug permitted in the sample;
- ◆ consequences of having a positive test;
- ◆ consequences of refusing to submit to the test;
- ◆ rehabilitation/treatment provided to an employee with a positive test;
- ◆ facilities at which the tests will be conducted;
- ◆ the sample collection process;
- ◆ notification of process to employees of written drug testing policies; and
- ◆ confidentiality of non-drug related medical information on the employee.

The drug testing program will not be implemented until the plan is approved by the Department of Labor.

### ARTICLE 33 - ACTIVE AGREEMENT

The Union and the City may, by mutual consent, agree 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 may agree to reopen and make any necessary amendments resulting from discussions and implementation of the annual Labor-Management Team Workplan (referenced in Article 35).

### ARTICLE 34 - DURATION OF AGREEMENT

This Agreement shall cover the period ~~July 1, 2003 through June 30, 2006~~ July 1, 2006 through June 30, 2009. This Agreement shall remain in effect until a subsequent agreement is reached.

### ARTICLE 35 - LABOR MANAGEMENT TEAM

The Union, its members, and the City agree to continue to participate in the Labor-Management Team. The purpose of the team 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, and realization of cost savings.

Annually, the team shall develop a workplan for the department. The workplan will be developed to identify and prioritize those issues/areas of improvements that the team will concentrate on in achieving the Team's goals. Each year's workplan is hereby incorporated into this agreement as Appendix C.

SIGNATURE PAGE - Auburn Command Unit Collective Bargaining Agreement

~~July 1, 2003 - June 30, 2006~~ July 1, 2006 - June 30, 2009

Dated \_\_\_\_\_

City of Auburn

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President, Maine Association of Police  
Command Unit

\_\_\_\_\_  
Staff Representative, MAP

## APPENDIX A

### UNIFORM ISSUANCE AND REPLACEMENT LIST

#### Primary

Hats - (2)  
Shirts - 6 (3 winter/3 summer)  
Pants - 3  
Shoes - 2 (1 winter/ 1 summer)  
Jacket  
Raincoat & Hat Cover  
2 Ties  
1 Set Leather Gloves  
1 Tactical Jumpsuit  
Chief

#### Secondary

Leather Gear or Web Gear  
Sweaters  
Patches  
Cap Insignia  
Name Tags  
Attaché' Case  
Patches  
Rank Insignias  
Cap Insignia - 1  
Other items as approved by the Police

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(1) - City will clean or replace uniforms or equipment which becomes contaminated with hazardous materials, including bodily fluids, as needed.

(2) - All items must be returned to the department upon termination.



## Appendix 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's health risk analysis.

A health care educator will be assigned and responsible to work with each and every member 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 member. Once established, the educators will work with the member to provide wellness goals and benchmarks. Educational material and motivation will be a core part of the program.

After the initial consultation, each member 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 member, 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 members. 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, 2006. Alternatively, an employee may participate in the Health Promotion Program and make his/her intentions known to participate by July 1, 2006. The program's implementation date is July 1, 2006. During the first year of the program (7/1/06 to 6/30/07), employees and their spouses need only agree to participate in the program to obtain the 10% health insurance premium savings. After July 1, 2007, 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:

3% savings (1.5% 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;

3% savings (1.5% each) when both agree to participate in an exercise program tailored by the Health Care Educator in conjunction with the employee's physician;

2% savings (1% each) non smokers and those who quit smoking;

2% savings (1% each) obtained BMI (body mass index) goals, or related weight management program.

NOTE: In the Employee Only and Employee with Child plans, the percentages for participation in the four components double for the Employee, i.e., 1.5% becomes 3% and 1% becomes 2%.

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:

- a. the employee/spouse has participated in the Health Risk Assessment;
- b. has made reasonable progress and improvement since the last measurement;
- c. 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. The City will contribute \$400 to the Medical Spending Account. 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.

~~APPENDIX D~~  
APPENDIX C

Effective with the signing of the Contract the following employees shall be reclassified to the position of Patrol Supervisor. Said position shall carry the rank of Lieutenant. Job duties and requirements shall be in accordance with the job descriptions. Said employees shall be paid in accordance with the wage schedule attached to this contract.

Eric Audette  
~~Tim Condon~~  
Rick Coron  
Tim Cogle  
Jim Robicheau  
Scott Watkins

~~During the term of this agreement, the City will review potential reclassification and/or reorganization of the Shift Commander positions. The results of the review will be shared with the unit.~~

# City Council

## Agenda Information Sheet

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**Council Meeting Date 8/7/06      Agenda Item No. 4**

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**SUBJECT:**

**PUBLIC HEARING – RENEWAL OF LIQUOR LICENSE AND SPECIAL  
AMUSEMENT PERMIT FOR MIDNIGHT BLUES  
CLUB AND RESTAURANT, 34 COURT STREET**

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**INFORMATION:**

The above named establishment has all filed application for renewal of their Liquor License and Special Amusement Permit. The Police Department has recommended denial of both these licenses.

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**STAFF COMMENTS/RECOMMENDATION:**

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**REQUESTED ACTION:**

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**VOTE:**

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# City Council

## Agenda Information Sheet

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**Council Meeting Date 8/7/06      Agenda Item No. 5**

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**SUBJECT:**

**PUBLIC HEARING – SPECIAL AMUSEMENT PERMIT APPLICATIONS FOR GREAT FALLS GRILL, 2 GREAT FALLS PLAZA; CLUB TEXAS, 150 CENTER STREET; GRITTY MCDUFF’S, 66-72 MAIN STREET; AND HILTON GARDEN INN, 14 GREAT FALLS PLAZA**

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**INFORMATION:**

The above named establishments have all filed application for a Special Amusement Permit. All appropriate departments, Treasurer, Fire, Police and Planning & Permitting have given their approvals to these applications.

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**STAFF COMMENTS/RECOMMENDATION:**

Staff recommends approval of these permit applications

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**REQUESTED ACTION:**

Motion for issuance of these permits

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**VOTE:**

# City Council

## Agenda Information Sheet

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**Council Meeting Date:** August 7, 2006      **Agenda Item No. 6**

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**SUBJECT:**

**RESOLVE – AUTHORIZING THE CITY MANAGER TO ACCEPT STATE  
URBAN/RURAL INITIATIVE FUNDS FOR ROAD  
IMPROVEMENTS**

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**INFORMATION:**

The Urban/Rural Initiative Program (formerly known as the Local Road Assistance Program) provides State funding assistance to municipalities to help pay for capital improvements for roads. To be eligible to receive the funds, the Council must vote to accept the money from the State and commit to use the funds only for road improvements and maintenance.

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**STAFF COMMENTS/RECOMMENDATION:**

Staff recommends that the Council approve the Resolve to accept the funds for capital improvements for roads.

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**REQUESTED ACTION:**

Motion for passage of the Resolve.

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**VOTE:**

# City of Auburn

CITY COUNCIL, AUBURN, MAINE

DATE: August 7, 2006

**TITLE: RESOLVE – AUTHORIZING THE CITY MANAGER TO ACCEPT  
STATE URBAN/RURAL INITIATIVE FUNDS FOR  
ROAD IMPROVEMENTS**

Be It Resolved by the Auburn City Council That:

The City Council certifies that the Funds received from the State pursuant to the Urban/Rural Initiative Program will be used only for capital road improvements and maintenance and that the City Manager is authorized to accept these funds from the State of Maine.

Motion for acceptance:

Seconded by:

Vote:

Action by the City Council:

Date:

Attest:

City Clerk