

**LEWISTON CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
FEBRUARY 5, 2013**

6:00 p.m. Executive Session - To discuss Acquisition of Property of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

6:30 p.m. Executive Session - To discuss labor negotiations regarding the International Association of Firefighters, Local 785.

7:00 p.m. Regular Meeting

Pledge of Allegiance to the Flag.
Moment of Silence.

Public Comment period - Any member of the public may make comments regarding issues pertaining to Lewiston City Government (maximum time limit is 15 minutes for all comments)

ALL ROLL CALL VOTES FOR THIS MEETING WILL BEGIN WITH THE COUNCILOR OF WARD 4.

CONSENT AGENDA: All items with an asterisk (*) are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member or a citizen so requests, in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

- * 1. Annual authorization for the Public Works Department to post certain roads, from March 1st to May 1st, prohibiting vehicles having a gross vehicle weight of over 23,000 pounds.
- * 2. Resolve Accepting the City of Lewiston's Comprehensive Annual Financial Report for the Year ended June 30, 2012.
- * 3. Resolve authorizing the Municipal Officers of the City of Lewiston to settle with the current Tax Collector, Nancy I. Mennealy, for the payments received and outstanding/uncollected property taxes for Tax Years 2004 through 2013.
- * 4. Resolve authorizing the Municipal Officers of the City of Lewiston to recommit outstanding and uncollected property taxes for Tax Years 2004 to 2013 to newly appointed Tax Collector/Deputy Treasurer Pamela M. LaBelle.

REGULAR BUSINESS:

- 5. Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for the Franco American Heritage Center, 46 Cedar Street.
- 6. Public Hearing and First Passage regarding an amendment to the Parks & Recreation Ordinance and the Animals Ordinance regarding the renaming of Pierce Street Park to the Mark W. Paradis Park.
- 7. Public Hearing for the Fiscal Year 2014 Lewiston Capital Improvement Program.
- 8. Order authorizing the City Administrator to execute parking agreements with Twin Cities, LLC and TD Bank.
- 9. Order authorizing the Mayor to Execute Amendment Number Two to the Employment Agreement between the City of Lewiston and Edward A. Barrett.

10. Resolve supporting a Portland North Passenger Transit Service linking the municipalities from Portland to Lewiston and Auburn.
11. Resolve extending the term of the Ad-Hoc Advisory Committee on Downtown Neighborhood Action.
12. Reports and Updates.
 - A) Joint Agency Budget Committee
13. Any other City Business Councilors or others may have relating to Lewiston City Government.

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LEWISTON CITY COUNCIL
MEETING OF FEBRUARY 5, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 6:00pm

SUBJECT:

Executive Session to discuss Acquisition of Property of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

INFORMATION:

The Maine State Statutes, Title 1, section 405, define the permissible grounds and subject matters of executive sessions for public meetings.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To enter into an Executive Session, pursuant to MRSA Title 1, section 405(6)(c), to discuss Acquisition of Property, of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

LEWISTON CITY COUNCIL

MEETING OF FEBRUARY 5, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 6:30pm

SUBJECT:

Executive Session to discuss labor negotiations regarding the International Association of Firefighters, Local 785.

INFORMATION:

The Maine State Statutes, Title 1, section 405, define the permissible grounds and subject matters of executive sessions for public meetings.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

ERAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To enter into an Executive Session pursuant to MRSA Title 1, section 405 (6) (D) to discuss Labor Negotiations regarding the International Association of Firefighters, Local 785.

LEWISTON CITY COUNCIL

MEETING OF FEBRUARY 5, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 1

SUBJECT:

Annual authorization for the Public Works Department to post certain roads, from March 1st to May 1st, prohibiting vehicles having a gross vehicle weight of over 23,000 pounds.

INFORMATION:

The Public Works Department is requesting authorization to post certain roads prohibiting vehicles having a gross vehicle weight of over 23,000 pounds. This action is necessary in order to prevent damage to the base and pavement of the roads during the spring thaw. This is a standard item that most municipalities do each spring.

Approval is recommended.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/KMM

REQUESTED ACTION:

	1	2	3	4	5	6	7	M
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To authorize the Public Works Department to post the following roads prohibiting vehicles having a gross vehicle weight of over 23,000 pounds:

From March 1, 2013 to May 1, 2013:

- Ferry Road - From Cottage Road to River Road
- River Road - From Ferry Road to Solid Waste Facility
- Dyer Road - From Lisbon Road to Ferry Road
- Pinewoods Road - From Ferry Road to Town Line
- Gayton Road - From Lisbon Road to Town Line
- Webster Road - From Old Lisbon Road to Crowley Road
- Merrill Road - From College Road to Main Street
- Sleeper Road - From Merrill Road to Town Line
- Randall Road - From Sunrise Lane to Grove Street
- Grove Street - From Randall Road to Town Line
- Old Greene Road - From North Temple Street to Town Line
- No Name Pond Road - From Old Greene Road to Town Line
- Pond Road - From Cherrywood Drive to No Name Pond Road



Department of Public Works

David A. Jones, P.E.
Director



TO: Ed Barrett, City Administrator
FROM: Dave Jones, Public Works Director
DATE: January 23, 2013
SUBJECT: Weight Limit Road Postings

The Department of Public Works is requesting that the Lewiston City Council authorize the posting of the following roads prohibiting vehicles having a gross weight greater than 23,000 pounds. The proposed posting would be from March 1, 2013 to May 1, 2013, but exceptions could be made if road conditions are favorable and on a case-by-case basis by the Director of Public Works or his designee. The posting could potentially be lifted earlier if weather and road conditions are favorable.

This posting is to prevent damage to the road base and pavement during the critical period of time when the frost is thawing from the road base. Historically, this period of time is when the roads are the most susceptible to damage from heavy weight traffic. The streets and roadways deemed for the weight limit posting are those with an open ditch drainage system and no under drains. The thirteen roads proposed for posting are as follows:

Ferry Road –	from Cottage Road to River Road
River Road –	from Ferry Road to the Solid Waste Facility
Dyer Road –	from Lisbon Road to Ferry Road
Pinewoods Road –	from Ferry Road to Town Line
Gayton Road –	from Lisbon Road to Town Line
Webster Road –	from Old Lisbon Road to Crowley Road
Merrill Road –	from College Road to Main Street
Sleeper Road –	from Merrill Road to Town Line
Randall Road –	from Sunrise Lane to Grove Street
Grove Street –	from Randall road to Town Line
Old Greene Road –	from North Temple Street to Town Line
No Name Pond Road –	from Old Greene Road to Town Line
Pond Road –	from Cherrywood Drive to No Name Pond Road

Exempted vehicles would be all vehicles or combination of vehicles 23,000 pounds or less, emergency response vehicles, school buses, fuel delivery trucks, State or municipal highway maintenance vehicles, or authorized vehicles under the direction of a public jurisdiction engaged in emergency maintenance of a public highway thereof.

This posting is in accordance with Lewiston City Ordinance 70-100.

LEWISTON CITY COUNCIL

MEETING OF FEBRUARY 5, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 2

SUBJECT:

Resolve Accepting the City of Lewiston's Comprehensive Annual Financial Report for the Year ended June 30, 2012.

INFORMATION:

City Finance Director Heather Hunter, along with representatives of the City's auditing firm of Runyon, Kersteen & Ouellette made a presentation to the City Council during a recent workshop session regarding the annual financial report for the fiscal year ending June 30, 2012.

This agenda item is asking the City Council to adopt a Resolve to accept the Financial Report as presented by the outside auditors.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/Kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To adopt the Resolve Accepting the City of Lewiston's Comprehensive Annual Financial Report for the Year Ended June 30, 2012.



**City of Lewiston Maine
City Council Resolve
February 5, 2013**



Resolve, Accepting the City of Lewiston's Comprehensive Annual Financial Report for the Year Ended June 30, 2012

Be It Resolved by the City Council of the City of Lewiston

that the City of Lewiston's Comprehensive Annual Financial Report, including its General Purpose Financial Statements for the year ended June 30, 2012 as prepared by City Finance staff and the Independent Auditor's Report thereon prepared by Runyon, Kersteen Ouellette, is hereby accepted in its entirety.

LEWISTON CITY COUNCIL

MEETING OF FEBRUARY 5, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 3

SUBJECT:

Resolve authorizing the Municipal Officers of the City of Lewiston to settle with the current Tax Collector, Nancy I. Mennealy, for the payments received and outstanding/uncollected property taxes for Tax Years 2004 through 2013.

INFORMATION:

Under state statutes, when a municipality has a change in Tax Collectors, the municipality needs to settle with the outgoing Tax Collector the exact amounts of taxes due and payable to the City for each outstanding tax year. This agenda item outlines the amounts due to the City for the 2004 through 2013 tax years and discharges the outgoing Tax Collector, Nancy Mennealy from any liability or obligation to collect the balances due to the City.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Resolve authorizing the Municipal Officers of the City of Lewiston to settle with the current Tax Collector, Nancy I. Mennealy, for the payments received and outstanding/uncollected property taxes for Tax Years 2004 through 2013.

**City of Lewiston, Maine
City Council Resolve
February 5, 2013**

RESOLVE, Settling the Payments Received and the Outstanding/Uncollected Property Taxes for Tax Years 2004 through 2013.

WHEREAS, The current Tax Collector/Investment Officer, Nancy I. Mennealy, is retiring as of February 28, 2013, after 43 years of service with the City of Lewiston; and

WHEREAS, Title 36 M.R.S.A. ss 763 provides that: "When a Tax Collector is resigning the position of Tax Collector before the time set for perfecting his collections, said officers may settle with him for the money he has received on his tax lists, demand and receive from him such tax lists of outstanding taxes and discharge him therefrom;" and

WHEREAS, The outstanding and uncollected property taxes for tax years 2004 through 2013 as of January 29, 2013 are as follows:

2004	\$277.99
2005	\$1,350.52
2006	\$2,426.52
2007	\$4,724.81
2008	\$7,348.19
2009	\$12,789.32
2010	\$135,488.47
2011	\$146,707.37
2012	\$778,186.25
2013	<u>\$23,249,173.73</u>
TOTAL	\$24,338,473.17

NOW, therefore, be it resolved by the City Council of the City of Lewiston that

under the authority contained in Title 36 M.R.S.A. ss 763 as amended, we hereby discharge the current Tax Collector, Nancy I. Mennealy, from further liability or obligation to collect the balance due of the 2004 to 2013 property taxes in the amount of \$24,338,473.17.



Finance Department



Heather Hunter
Director of Finance/Treasurer
hhunter@lewistonmaine.gov

TO: Edward A. Barrett, City Administrator
Mayor Robert E. Macdonald and
Members of the City Council

FROM: Heather Hunter, Finance Director

SUBJECT: **Tax Collector Appointment**

DATE: January 30, 2013

After 43 years of municipal service, Nancy Mennealy is retiring on February 28, 2013. I have hired and it has been confirmed by the City Administrator that Pamela LaBelle be appointed as Tax Collector/Deputy Treasurer, serving the role of Treasury Manager. Pam is a valuable and dedicated employee with 10 years of municipal experience. Her appointment will afford the City a smooth transition as she has worked closely with Nancy and the other treasury staff over the last year and possesses institutional knowledge gleaned from the utility billing's lien processing and collection.

Additionally, State Law Title 36 M.R.S.A. ss 763 requires the formal housekeeping item during periods of Tax Collector transitions to transfer outstanding balances from the former employee to the newly appointed employee. The general purpose of the law is to settle all payments received and establishes current outstanding real estate and personal property tax balances by year and discharge the former Tax Collector with continued collection responsibility. Further, to ensure future collection efforts are legally binding, those outstanding balances must be recommitted under the newly appointed Tax Collector. The City of Lewiston is considered to be a primary assessing area and Joseph Grube serves as our Chief Assessor; therefore, under his authority and execution, the Certificate of Recommitment will be completed and files as necessary.

The attached Council Orders allow the process to transition sequentially: the outstanding balances with the former Tax Collector are settled and then those balances are recommitted for collection by the new Tax Collector.

LEWISTON CITY COUNCIL

MEETING OF FEBRUARY 5, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 4

SUBJECT:

Resolve authorizing the Municipal Officers of the City of Lewiston to recommit outstanding and uncollected property taxes for Tax Years 2004 to 2013 to newly appointed Tax Collector/Deputy Treasurer Pamela M. LaBelle.

INFORMATION:

Under state statutes, when a municipality has a change in Tax Collectors, the municipality needs to settle with the outgoing Tax Collector the exact amounts of taxes due and payable to the City for each outstanding tax year. The municipality then needs to recommit the amount of the outstanding and uncollected taxes to the incoming Tax Collector, in order to authorize and empower him/her to enforce the collection of these taxes on behalf of the municipality. This agenda item recommits the outstanding taxes to incoming Tax Collector Pamela M. LaBelle.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/klmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Resolve authorizing the Municipal Officers of the City of Lewiston to recommit outstanding and uncollected property taxes for Tax Years 2004 to 2013 to newly appointed Tax Collector/Deputy Treasurer Pamela M. LaBelle.

**City of Lewiston, Maine
City Council Resolve
February 5, 2013**

RESOLVE, Recommitting Outstanding and Uncollected Property Taxes for Tax Years 2004 to 2013

WHEREAS, There has been a change in the Tax Collector's office as a result of the retirement of the current Tax Collector, Nancy I. Mennealy, and the appointment of Pamela M. LaBelle as the new Tax Collector/Deputy Treasurer; and

WHEREAS, The total outstanding property taxes for tax years 2004 through 2013 as of January 29, 2013, is as follows:

2004	\$277.99
2005	\$1,350.52
2006	\$2,426.52
2007	\$4,724.81
2008	\$7,348.19
2009	\$12,789.32
2010	\$135,488.47
2011	\$146,707.37
2012	\$778,186.25
2013	<u>\$23,249,173.73</u>
TOTAL	\$24,338,473.17; and

WHEREAS, Title 36 M.R.S.A. ss 763 authorizes the Municipal Officers in a Primary Assessing Area to recommit outstanding taxes to the newly appointed Tax Collector/Deputy Treasurer, Pamela M. LaBelle; and

WHEREAS, Joseph Grube, the City of Lewiston's Chief Assessor, will perform the actual recommitment and complete the Certificate of Recommitment;

NOW, therefore, be it resolved by the City Council of the City of Lewiston that

There is hereby committed, and newly appointed Tax Collector/Deputy Treasurer, Pamela M. LaBelle, is hereby authorized to collect, the aforementioned uncollected property taxes in the amount of \$24,338,473.17 for tax years 2004 through 2013, and Chief Assessor, Joseph Grube is authorized to complete the Certificate of Recommitment.

LEWISTON CITY COUNCIL

MEETING OF FEBRUARY 5, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 5

SUBJECT:

Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for the Franco American Heritage Center, 46 Cedar Street.

INFORMATION:

We have received a renewal application for a Special Amusement Permit for Live Entertainment from the Franco American Heritage Center, 46 Cedar Street.

The Police Department has reviewed and approved the application.

There was no reference to this business or property address in the Council Constituent Concern log, as maintained by the Administrator's Office.

The business owner has been notified of the public hearing and requested to attend.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/klm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To grant a Special Amusement Permit for Live Entertainment to the Franco American Heritage Center, 46 Cedar Street.

**CITY OF LEWISTON
APPLICATION FOR SPECIAL AMUSEMENT PERMIT**

Date of Application: 01.28.13 Expiration Date: 2.17.2013 License fee: \$116.00

- Class A - restaurants with entertainment, which does not have dancing
- Class B - lounges/bars with entertainment, which does not have dancing
- Class C - either restaurants or lounges/bars with entertainment, including dancing
- Class D - function halls with entertainment, including dancing
- Class E - dance hall or nightclub that admits persons under the age of 21
- Class F - "chem-free" dance hall or nightclub for patrons aged 18 years and older, with no liquor service

Renewal Applicants: Has any or all ownership changed in the 12 months? Yes No

****PLEASE PRINT****

Business Name: FRANCO AMERICAN HERITAGE CENTER Business Phone: 783-1585

Location Address: 46 CEDAR ST. LEWISTON ME 04210

(If new business, what was formerly in this location: _____)

Mailing Address: 46 CEDAR ST. LEWISTON ME 04210

Contact Person: EDMOND L. GAY Home Phone: 783-6942

Owner of Business: FRANCO CENTER Date of Birth: 05.24.42

Address of Owner: 46 CEDAR ST. LEWISTON, ME

Manager of Establishment: LOUIS MORIN Date of Birth: 10/25/65

Owner of Premises (landlord): _____

Address of Premises Owner: _____

Does the issuance of this license directly or indirectly benefit any City employee(s)? Yes No
If yes, list the name(s) of employee(s) and department(s): _____

Have any of the applicants, including the corporation if applicable, ever held a business license with the City of Lewiston? Yes No If yes, please list business name(s) and location(s): _____

Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of the law? Yes No If yes, please explain: _____

Franco-American Heritage Center

Officers

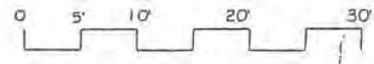
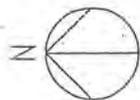
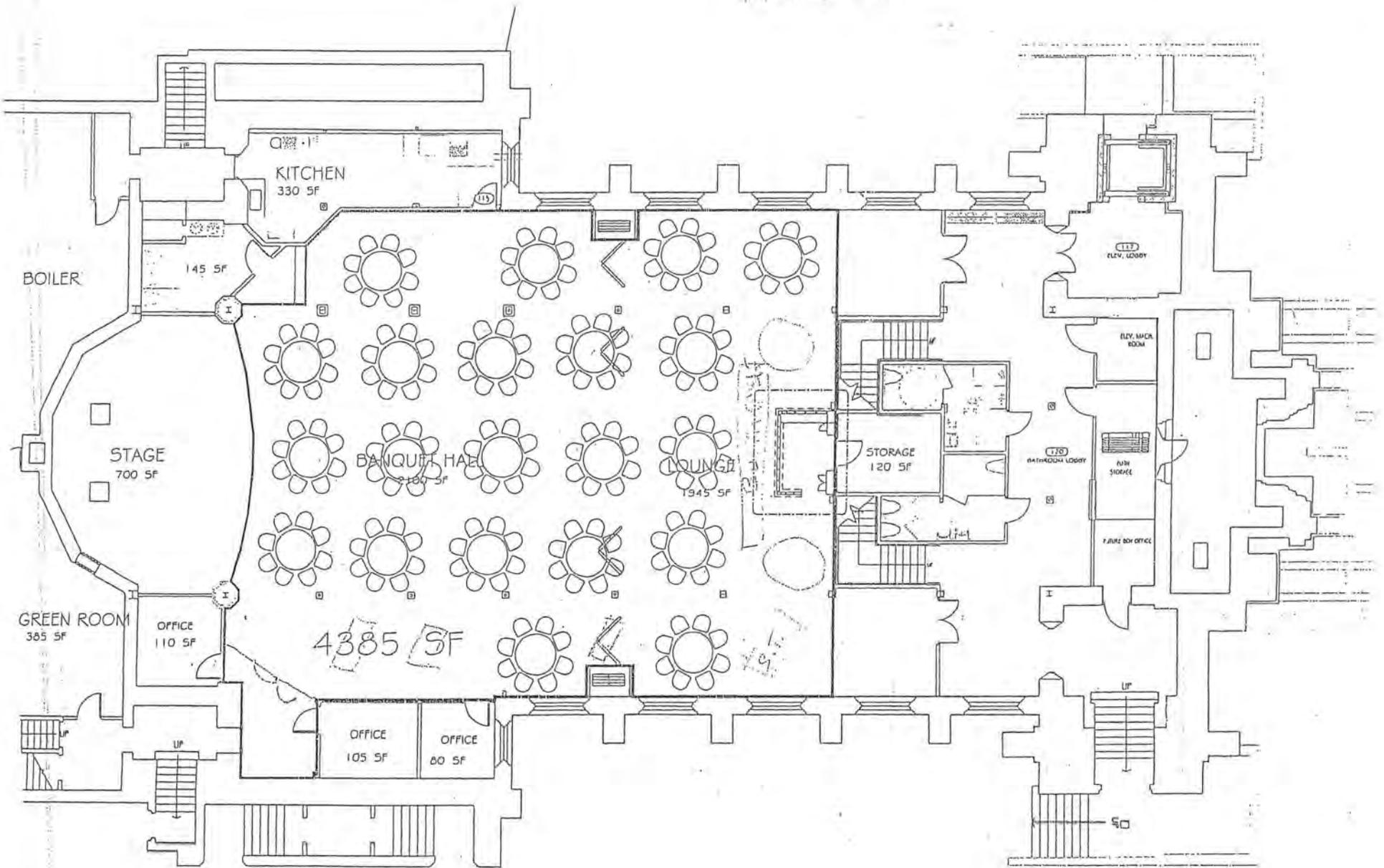
President - Raymond Lagueux - dob 6/25/45

Vice President - Laurent F. Gilbert, Sr. - dob 6/7/45

Treasurer - Gerald Langelier - dob 7/31/38

Secretary - Michael Courchesne - dob 3/16/68

0143-103-



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POLICE DEPARTMENT

Michael J. Bussiere
Chief of Police



TO: Kelly Mercier, Deputy City Clerk

FR: Lt. Adam D. Higgins, Support Services

DT: January 4, 2013

RE: Liquor License/Special Amusement Permit – **Franco American Heritage Center**

We have reviewed Liquor License/Special Amusement Permit Application and have no objections to the following establishment;

**Franco American Heritage Center
46 Cedar St.**



171 Park St • Lewiston, Maine • 04240 • Phone 207-513-3137 • Fax 207-795-9007
www.lewistonpd.org



Professionalism

Integrity

Compassion

Dedication

Pride

Dependability

LEWISTON CITY COUNCIL

MEETING OF FEBRUARY 5, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 6

SUBJECT:

Public Hearing and First Passage regarding an amendment to the Parks & Recreation Ordinance and the Animals Ordinance regarding the renaming of Pierce Street Park to the Mark W. Paradis Park.

INFORMATION:

Attached are proposed amendments to the Parks & Recreation Ordinance and the Animals Ordinance regarding the name change of Pierce Street Park to Mark W. Paradis Park and a housekeeping item to eliminate references to the Multi-Purpose Center playground since it is now the Longley School playground.

The Council approved a Resolve during a previous meeting to formally change the name of Pierce Street Park to name it after former City Councilor Mark Paradis. This agenda item incorporates these changes into the Ordinance.

Note: Underlines are additions and strike-outs are ~~deletions~~.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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That the proposed amendments to the City Code of Ordinances, Chapter 54 "Parks and Recreation" and Chapter 14 "Animals" regarding the renaming of Pierce Street Park and the Multi-Purpose Center playground, receive first passage by a roll call vote and that the public hearing on said ordinance be continued to the next regular City Council meeting.

AN ORDINANCE PERTAINING TO CITY PARKS

THE CITY OF LEWISTON HEREBY ORDAINS:

Chapter 54 of the Code of Ordinances of the City of Lewiston, Maine is hereby amended as follows:

CHAPTER 54

PARKS AND RECREATION

Sec. 54-7. Unlawful to be in the following city parks during certain hours; exception.

It shall be unlawful for any person to be or remain in Chasey Park, Franklin Pasture Athletic Complex, Gaslight Park, Judge Armand A. Dufresne, Jr. Plaza, a section of Kennedy Park bounded by Spruce Street, Park Street, and the extension of Chestnut Street to Bates Street, Knox Street Park, Leeds Park, Lewiston Athletic Park, Lincoln Street Boat Launch and Park, Lionel Potvin Park, Marcotte Park, Mark W. Paradis Park, Mayher Park, ~~Multi-Purpose Center playgrounds~~, ~~Pierce Street Park~~, Randall Road Softball Complex, Raymond Park, Ricker Park, Simard-Payne Police Memorial Park, Smiley Park, St. Mary's playground (Oxford Street), Sunnyside Park and Veterans Memorial Park in the city between the hours of 9:00 p.m. and 5:00 a.m., unless such person is in lawful employment, participating in a program or activity sponsored or authorized by the city.

Sec. 54-8. Public drinking of alcoholic beverages prohibited.

(a) *Definitions.* As used in this section, the following terms have the following meanings:

Public park, playground or recreational facility means any of the following city-owned or operated public fields, parks, playgrounds and recreational facilities:

- Chasey Park;
- Child's Park;
- Couture Park;
- Farwell School grounds;
- Franklin Pasture Athletic Complex;
- Gaslight Park;
- Holy Family athletic field;
- Judge Armand A. Dufresne, Jr. Plaza;
- Kennedy Park;
- Knox Street Park;
- Leeds Park;

Lewiston Athletic Park;
Lewiston Memorial Armory;
Lincoln Street Boat Launch and Park;
Lionel Potvin Park;
Longley School grounds;
Marcotte Park;
Mark W. Paradis Park
Martel School grounds;
Mayer Park;
McMahon School grounds;
Montello School grounds;
~~Multi-Purpose Center grounds;~~
Pettengill School grounds;
~~Pierce Street Park;~~
Randall Road Softball Complex;
Raymond Park;
Ricker Park;
Simard-Payne Police Memorial Park;
Smiley Park;
St. Mary's playground (Oxford Street);
Sunnyside Park;
Veterans Memorial Park.

Note: additions are underlined; deletions are ~~struck-out~~.

AN ORDINANCE PERTAINING TO CITY PROPERTY

THE CITY OF LEWISTON HEREBY ORDAINS:

Chapter 14 of the Code of Ordinances of the City of Lewiston, Maine is hereby amended as follows:

CHAPTER 14

ANIMALS

ARTICLE IX. PUBLIC LANDS, PARKS AND PLAYGROUNDS: CONTROL OR PROHIBITION OF DOMESTIC ANIMALS

DIVISION 2. CITY PROPERTY

Sec. 14-39. Parks, cemeteries, playgrounds and athletic fields.

- (c) All domestic animals shall not be permitted in the following public parks and playground areas: Lionel Potvin Park, St. Mary's Playground (Oxford Street), Marcotte Park playground area, Kennedy Park playground area, ~~Pierce Street Park~~, Knox Street Playground, Mark W. Paradis Park, River Valley basketball courts and Sunnyside Park playground area.

Note: additions are underlined; deletions are ~~struck-out~~.

LEWISTON CITY COUNCIL

MEETING OF FEBRUARY 5, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 7

SUBJECT:

Public Hearing for the Fiscal Year 2014 Lewiston Capital Improvement Program.

INFORMATION:

The municipal Capital Improvement Program (LCIP) is required by State Law and the City Charter. The LCIP is an important and necessary planning tool for the City's consideration in financial and development issues. It is a working document, and adoption does not constitute approval and/or funding of the various projects within the program. Each project will require funding approval from the City Council at a later date. The complete LCIP booklet was distributed to Council around January 15 for review.

This agenda item is for a Public Hearing to receive citizen input and comment regarding the contents of the Plan. Adoption of the LCIP is scheduled for the February 19 City Council meeting.

The Planning Board and Finance Committee will be reviewing the LCIP and making recommendations at the next City Council meeting.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

Receiving input from the residents is an important part of the LCIP process.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To conduct a public hearing to receive citizen input and comment regarding the Fiscal Year 2014 Capital Improvement Program.

(No action or vote is required by the City Council.)

**FY 2014 Lewiston Capital Imp. Project Summary
by Department /Agency**

1/28/2013 Revised

PROJECT	PAGE	FY2014		FY2015		FY2016		FY2017		FY2018	
AIRPORT:											
Equipment Replacement - Loader/Sweeper	17	180,000	F/S								
		10,000	Other								
		10,000	COB								
Equipment Replacement - 15 ft. Mower Attachment	18	15,000	Other								
		15,000	COB								
EMERGENCY 9-1-1:											
Server Upgrade/Virtualization Project - Phase III	19	49,500	Other								
		49,500	CBI								
Replacement/Expansion of Recording System	22			10,750	Other						
				10,750	COB						
Radio Replacement Project	24					1,025,000	Other				
						1,025,000	CBI				
TRANSIT (AVCOG)											
Purchase 2 Replacement Buses for the Fixed Route Bus System	26	320,000	F/S	320,000	F/S	320,000	F/S	360,000	F/S	360,000	F/S
		40,000	Other	40,000	Other	40,000	Other	45,000	Other	45,000	Other
		40,000	COB	40,000	CBI	40,000	CBI	45,000	CBI	45,000	CBI
ECONOMIC & COMMUNITY DEVELOPMENT:											
Acquisition/Demolition Fund	27	350,000	CBI								
		50,000	COB								
Wayfinding Signage	28	50,000	CBI	50,000	CBI						
Acquisition of Lewiston Steam Substation (CMP)	29			253,000	CBI						
Demolition of Bates Mill #5	30	2,500,000	CBI								
Demolition of 411 College St. (former Pettingill School)	31	130,000	CBI								
Riverfront Island Master Plan Implementation	32	720,000	F/S	1,000,000	CBI	1,000,000	CBI	1,000,000	CBI	1,000,000	CBI
Comprehensive Plan: Zoning & Land Use Code Implementation	33	50,000	COB								
City Clerk/ Voter Registration											
Voting Booth Replacement	34	14,700	COB	14,700	COB						
MIS DEPARTMENT:											
Software Replacement	35	221,225	CBI	230,775	CBI						
Hardware Replacement	36	132,600	CBI	130,400	CBI						
Software Upgrades for Current Software	37	42,500	COB								
FIRE DEPARTMENT:											
Apparatus Replacement Engine # 4 (2002 E-One Pumper)	38			500,000	CBI						
PUBLIC WORKS - (BLDG)											
City Parking Garage Wayfinding Signs Improvements - BLDG 1	40	100,000	CBI								
PW Vehicle/Equipment Wash Facility - BLDG 2	41	450,000	CBI								
Main St. Fire Station Expansion - BLDG 3	42			350,000	CBI						
Armory Exterior Envelope Energy Project - BLDG 4	43	200,000	CBI								
City Hall Interior & Exterior Steps Rehab - BLDG 5	44			120,000	CBI	100,000	CBI				
City Buildings Security System - BLDG 6	45			50,000	CBI						
Police Department Building Expansion - BLDG 8	46					50,000	CBI	2,450,000	CBI		
City Hall Window Replacement Project - BLDG 9	47					500,000	CBI				
Sabattus St. Fire Station Relocation or Rehab. - BLDG 10	48							50,000	CBI	1,000,000	CBI
Recreation Dept. Office Renovation - BLDG 11	49							100,000	CBI		
Lisbon St. Fire Station Expansion - BLDG 12	50									50,000	CBI
Central Fire Station Roof Replacement - BLDG 13	51									140,000	CBI

PROJECT	PAGE	FY2014		FY2015		FY2016		FY2017		FY2018	
Kennedy Park Master Plan Improvements	80					152,000	CBI				
Marcotte Park Playground Improvements	81	150,000	Other	150,000	Other						
		75,000	CBI	75,000	CBI						
PUBLIC WORKS - MUNICIPAL GARAGE (MG)											
Equipment Replacement	82	1,348,750	CBI	1,058,000	CBI	981,500	CBI	1,288,000	CBI	1,070,000	CBI
Fleet Tracking System (GPS System)	88									58,000	CBI
SCHOOL DEPARTMENT:											
Martel School: Site Work for 2 Portable Classrooms	89	50,000	SCHBI								
Geiger School: Site Work for 4 Portable Classrooms	90	55,000	SCHBI								
LHS: Waterproof Exterior Walls	91	69,000	SCHBI								
District Classroom Door Lock Replacement		104,000	SCHBI								
Montello School: Restroom Renovations & Flooring Abatement	92			203,000	SCHBI						
Improvements at Lewiston High School	93			177,000	SCHBI						
Montello School Roof Replacement	94					600,000	SCHBI				
New School Project (Replace Martel School)	95							28,500,000	F/S		
								1,500,000	SCHBI		
PUBLIC WORKS - WATER DIVISION (W)											
LAWPC Land Acquisition Program	96	187,558	WOB	174,905	WOB	178,094	WOB	181,379	WOB	184,762	WOB
(Lake Auburn Watershed Protection Commission)		187,558	Other	174,905	Other	178,094	Other	181,379	Other	184,762	Other
Lewiston-Auburn Water Treatment Program	97	250,000	WBI								
		250,000	Other								
Distribution Water Main Replacement/Rehab	98	1,713,000	WBI	1,723,000	WBI	1,705,000	WBI	1,638,400	WBI	1,650,000	WBI
Water Meter Replacement/Testing Program	100	160,000	WBI								
Dual River Crossing	102							2,000,000	WBI		
Water Storage Tanks Mixing System	103	100,000	WBI								
Equipment Replacement Program - Water	104	155,000	WOB	103,000	WOB	43,000	WOB	75,000	WOB	89,000	WOB
PUBLIC WORKS - SEWER DIVISION (S)											
Rehab. of Old Sanitary Sewer Mains	107	556,000	SBI	350,000	SBI	1,000,000	SBI	1,000,000	SBI	1,000,000	SBI
Pump Station Upgrades	108	280,000	SOB	42,000	SOB	56,000	SOB	25,000	SOB	27,000	SOB
Interceptor Inspection & Rehabilitation	110	200,000	SBI								
Inflow/Infiltration Removal Program	112	450,000	SBI	450,000	SBI	50,000	SIF	50,000	SIF	50,000	SIF
Equipment Replacement Program - Sewer	113	47,000	SOB	47,000	SOB	35,000	SOB	35,000	SOB	28,000	SOB
Jepson Brook Drainage Area	114	1,000,000	SBI								
		1,000,000	SWBI								
Oak Street Sewer Separation	115	200,000	SBI								
		200,000	SWBI								
CSO 15 Year Master Plan Update	116	75,000	SBI								
		75,000	SWBI								
PUBLIC WORKS - STORM DRAINAGE (SD)											
Jepson Brook Drainage Area Channel Study Phase II	117	100,000	SWBI								
Hart Brook Water Quality Restoration	118	150,000	SWBI	250,000	SWBI	100,000	SWBI	100,000	SWBI	100,000	SWBI
Storm Drain for Road Rehabilitation Projects	119	282,000	SWBI	192,000	SWBI	217,000	SWBI	175,000	SWBI	200,000	SWBI
Bellevue Avenue Drainage Improvements	120	75,000	SWBI								
Gould Road Storm Drain Repair	121	150,000	SWBI								
TOTALS		34,465,891		23,014,185		23,146,688		50,307,158		14,813,524	
City Bond Issue	CBI	7,320,375		5,166,175		5,926,070		7,157,000		4,423,000	
City Operating Budget	COB	1,241,600		999,450		965,765		918,000		902,000	
Community Dev. Block Grant		50,000		50,000		50,000		50,000		50,000	
Federal/State Funding	F/S	13,910,300		11,851,000		10,085,165		34,316,000		5,020,000	
Other Agency/Municipality	Other	4,023,058		625,655		1,493,094		476,379		479,762	
School Operating Budget	SCHOB	-		-		-		-		-	
School Bond Issue	SCHBI	515,000		380,000		632,500		1,500,000		-	

PROJECT	PAGE	FY2014	FY2015	FY2016	FY2017	FY2018
Water Bond Issue	WBI	2,223,000	2,133,000	2,115,000	4,048,400	2,060,000
Water Operating Budget	WOB	342,558	277,905	221,094	256,379	273,762
Sewer Operating Budget	SOB	327,000	89,000	91,000	60,000	55,000
Sewer Bond Issue	SBI	2,481,000	1,000,000	1,200,000	1,200,000	1,200,000
Sewer Impact Fees	SIF	-	-	50,000	50,000	50,000
Storm Water Operating Budget	SWOB	-	-	-	-	-
Storm Water Bond Issue	SWBI	2,032,000	442,000	317,000	275,000	300,000
TOTALS		34,465,891	23,014,185	23,146,688	50,307,158	14,813,524
Bond Issues		14,571,375	9,121,175	10,190,570	14,180,400	7,983,000
20yr						
CBI (City Bond Issue)		2,500,000	1,000,000	1,000,000	4,375,000	2,000,000
SCHBI (School Bond Issue)					1,500,000	
WBI (Water Bond Issue)		1,713,000	1,723,000	1,705,000	3,638,400	1,650,000
SBI (Sewer Bond Issue)		2,006,000	450,000	1,000,000	1,000,000	1,000,000
SWBI (Storm Water Bond Issue)		1,000,000				
sub-total		7,219,000	3,173,000	3,705,000	10,513,400	4,650,000
15yr						
CBI (City Bond Issue)		2,788,750	2,608,000	3,801,500	2,113,000	1,780,000
SCHBI (School Bond Issue)				600,000		
WBI (Water Bond Issue)						
SBI (Sewer Bond Issue)		400,000	550,000	200,000	200,000	200,000
SWBI (Storm Water Bond Issue)		482,000	192,000	217,000	175,000	200,000
sub-total		3,670,750	3,350,000	4,818,500	2,488,000	2,180,000
10yr						
CBI (City Bond Issue)		1,374,525	1,092,775	620,000	474,000	350,000
SCHBI (School Bond Issue)		187,000	380,000			
WBI (Water Bond Issue)		410,000	410,000	410,000	410,000	410,000
SBI (Sewer Bond Issue)						
SWBI (Storm Water Bond Issue)						200,000
sub-total		1,971,525	1,882,775	1,030,000	884,000	760,000
5yr						
CBI (City Bond Issue)		657,100	465,400	504,570	195,000	293,000
SCHBI (School Bond Issue)		328,000		32,500		
WBI (Water Bond Issue)		100,000				
SBI (Sewer Bond Issue)		75,000				
SWBI (Storm Water Bond Issue)		550,000	250,000	100,000	100,000	100,000
sub-total		1,710,100	715,400	637,070	295,000	393,000
Total		14,571,375	9,121,175	10,190,570	14,180,400	7,983,000

PROJECT	PAGE	FY2014		FY2015		FY2016		FY2017		FY2018	
Don Roux Field - Artificial Turf	76	376,000	Other								
		187,000	CBI								
		187,000	SCWB								
Franklin Pasture - Track Resurfacing	77	135,000	Other								
		50,000	CBI								
		50,000	SCWB								
McMahon Park Improvements	79	10,000	Other								
		10,000	COB								
Marcotte Park Playground Improvements	81	150,000	Other	150,000	Other						
		75,000	CBI	75,000	CBI						
Equipment Replacement	82	1,348,750	CBI	1,058,000	CBI	981,500	CBI	1,288,000	CBI	1,070,000	CBI
Fleet Tracking System (GPS System)	88									58,000	CBI
Martel School: Site Work for 2 Portable Classrooms	89	50,000	SCWB								
Geiger School: Site Work for 4 Portable Classrooms	90	55,000	SCWB								
LHS: Waterproof Exterior Walls	91	69,000	SCWB								
District Classroom Door Lock Replacement		104,000	SCWB								
LAWPC Land Acquisition Program	96	187,558	WOB	174,905	WOB	178,094	WOB	181,379	WOB	184,762	WOB
(Lake Auburn Watershed Protection Commission)		187,558	Other	174,905	Other	178,094	Other	181,379	Other	184,762	Other
Lewiston-Auburn Water Treatment Program	97	250,000	WBI								
		250,000	Other								
Distribution Water Main Replacement/Rehab	98	1,713,000	WBI	1,723,000	WBI	1,705,000	WBI	1,638,400	WBI	1,650,000	WBI
Water Meter Replacement/Testing Program	100	160,000	WBI								
Dual River Crossing	102							2,000,000	WBI		
Water Storage Tanks Mixing System	103	100,000	WBI								
Equipment Replacement Program - Water	104	155,000	WOB	103,000	WOB	43,000	WOB	75,000	WOB	89,000	WOB
Rehab. of Old Sanitary Sewer Mains	107	556,000	SBI	350,000	SBI	1,000,000	SBI	1,000,000	SBI	1,000,000	SBI
Pump Station Upgrades	108	280,000	SOB	42,000	SOB	56,000	SOB	25,000	SOB	27,000	SOB
Interceptor Inspection & Rehabilitation	110	200,000	SBI								
Inflow/Infiltration Removal Program	112	450,000	SBI	450,000	SBI	50,000	SIF	50,000	SIF	50,000	SIF
Equipment Replacement Program - Sewer	113	47,000	SOB	47,000	SOB	35,000	SOB	35,000	SOB	28,000	SOB
Jepson Brook Drainage Area	114	1,000,000	SBI								
		1,000,000	SWBI								
Oak Street Sewer Separation	115	200,000	SBI								
		200,000	SWBI								
CSO 15 Year Master Plan Update	116	75,000	SBI								
		75,000	SWBI								
Jepson Brook Drainage Area Channel Study Phase II	117	100,000	SWBI								
Hart Brook Water Quality Restoration	118	150,000	SWBI	250,000	SWBI	100,000	SWBI	100,000	SWBI	100,000	SWBI
Storm Drain for Road Rehabilitation Projects	119	282,000	SWBI	192,000	SWBI	217,000	SWBI	175,000	SWBI	200,000	SWBI
Bellevue Avenue Drainage Improvements	120	75,000	SWBI								
Gould Road Storm Drain Repair	121	150,000	SWBI								
City Hall Interior & Exterior Steps Rehab - BLDG 5	44			120,000	CBI	100,000	CBI				
City Buildings Security System - BLDG 6	45			50,000	CBI						
Replacement/Expansion of Recording System	22			10,750	Other						
				10,750	COB						
Apparatus Replacement Engine # 4 (2002 E-One Pumper)	38			500,000	CBI						

PROJECT	PAGE	FY2014	FY2015	FY2016	FY2017	FY2018
Sabattus St. from Main St. to Pond Rd. Signal Improvements	58		711,000	F/S		
			79,000	CBI		
Lisbon St. Rehab from Chestnut St. to Main St.	59		918,000	F/S		
			102,000	CBI		
Lisbon St., Chestnut St. and Bates St. Signals	60		702,000	F/S		
			78,000	CBI		
Hydro-Electric Generation Turbine Repairs	75		125,000	CBI	400,000	
Montello School: Restroom Renovations & Flooring Abatement	92		203,000	SCHOB		
Improvements at Lewiston High School	93		177,000	SCHOB		
Radio Replacement Project	24				1,025,000	Other
					1,025,000	CBI
Police Department Building Expansion - BLDG 8	46				50,000	CBI
City Hall Window Replacement Project - BLDG 9	47				500,000	CBI
Bartlett St. Rehab from East Ave. to College Street	64				1,350,000	F/S
					150,000	CBI
River Rd. Rehab from MTA to Alfred A Plourde Parkway	66				114,885	F/S
					12,765	COB
Upper Franklin Lights	78				32,500	CBI
					32,500	SCHOB
Kennedy Park Master Plan Improvements	80				152,000	CBI
Montello School Roof Replacement	94				600,000	SCHOB
Sabattus St. Fire Station Relocation or Rehab. - BLDG 10	48				50,000	CBI
Recreation Dept. Office Renovation - BLDG 11	49				100,000	CBI
Lisbon St. Fire Station Expansion - BLDG 12	50					50,000
Central Fire Station Roof Replacement - BLDG 13	51					140,000
Birch Street Road and Sidewalk Rehabilitation	56				925,000	CBI
Downtown/Riverfront Bicycle and Pedestrian Imp.	69				120,000	F/S
					30,000	COB
Bikeway/Pedestrian Path Gully Brook to Boat Ramp	70				496,000	F/S
					124,000	CBI
South Avenue from Lisbon Street to Lincoln Street	71				180,000	F/S
Rehabilitation Project					20,000	COB
Lisbon Street - Adams St. to Chestnut St. (pavement preservation)	72					360,000
New School Project (Replace Martel School)	95				28,500,000	F/S
					1,500,000	SCHOB
TOTALS		34,465,891	23,014,185	23,146,688	50,307,168	14,773,524
City Bond Issue	CBI	7,320,375	5,166,175	5,926,070	7,157,000	4,423,000
City Operating Budget	COB	1,241,600	999,450	965,765	918,000	862,000
Community Dev. Block Grant	CD	50,000	50,000	50,000	50,000	50,000
Federal/State Funding	F/S	13,910,300	11,851,000	10,085,165	34,316,000	5,020,000
Other Agency/Municipality	Other	4,023,058	625,655	1,493,094	476,379	479,762
School Operating Budget	SCHOB	-	-	-	-	-
School Bond Issue	SCHOB	515,000	380,000	632,500	1,500,000	-
Water Bond Issue	WBI	2,223,000	2,133,000	2,115,000	4,048,400	2,060,000
Water Operating Budget	WOB	342,558	277,905	221,094	256,379	273,762
Sewer Operating Budget	SOB	327,000	89,000	91,000	60,000	55,000

PROJECT	PAGE	FY2014	FY2015	FY2016	FY2017	FY2018
Sewer Bond Issue	SBI	2,481,000	1,000,000	1,200,000	1,200,000	1,200,000
Sewer Impact Fees	SIF	-	-	50,000	50,000	50,000
Storm Water Operating Budget	SWOB	-	-	-	-	-
Storm Water Bond Issue	SWBI	2,032,000	442,000	317,000	275,000	300,000
TOTALS		34,465,891	23,014,185	23,146,688	50,307,158	14,773,524
Bond Issues		14,571,375	9,121,175	10,190,570	14,180,400	7,983,000
20yr						
CBI (City Bond Issue)		2,500,000	1,000,000	1,000,000	4,375,000	2,000,000
SCBI (School Bond Issue)					1,500,000	
WBI (Water Bond Issue)		1,713,000	1,723,000	1,705,000	3,638,400	1,650,000
SBI (Sewer Bond Issue)		2,006,000	450,000	1,000,000	1,000,000	1,000,000
SWBI (Storm Water Bond Issue)		1,000,000				
sub-total		7,219,000	3,173,000	3,705,000	10,513,400	4,650,000
15yr						
CBI (City Bond Issue)		2,788,750	2,608,000	3,801,500	2,113,000	1,780,000
SCBI (School Bond Issue)				600,000		
WBI (Water Bond Issue)						
SBI (Sewer Bond Issue)		400,000	550,000	200,000	200,000	200,000
SWBI (Storm Water Bond Issue)		482,000	192,000	217,000	175,000	200,000
sub-total		3,670,750	3,350,000	4,818,500	2,488,000	2,180,000
10yr						
CBI (City Bond Issue)		1,374,525	1,092,775	620,000	474,000	350,000
SCBI (School Bond Issue)		187,000	380,000			
WBI (Water Bond Issue)		410,000	410,000	410,000	410,000	410,000
SBI (Sewer Bond Issue)						
SWBI (Storm Water Bond Issue)						200,000
sub-total		1,971,525	1,882,775	1,030,000	884,000	760,000
5yr						
CBI (City Bond Issue)		657,100	465,400	504,570	195,000	293,000
SCBI (School Bond Issue)		328,000		32,500		
WBI (Water Bond Issue)		100,000				
SBI (Sewer Bond Issue)		75,000				
SWBI (Storm Water Bond Issue)		550,000	250,000	100,000	100,000	100,000
sub-total		1,710,100	715,400	637,070	295,000	393,000
Total		14,571,375	9,121,175	10,190,570	14,180,400	7,983,000

FY 2014 Lewiston Capital Improvement Program Project Description Form

Project Title: PW Storage & Improvements

Operational Funding Division: Public Works - General **Project Name:** PW Storage & Improvements

Est. Total Cost FY 2014:	310,000	Est. Total Cost FY 2014-18:	310,000
City Share FY 2014:		City Share FY 2014-2018	

Project Description:

(1) Construct an approximate 60' x 90' pre-engineered metal building with basic lighting for use as cold storage for off-season equipment. Location will be at the PW Operations Center. The building will have minimal lighting and power with two (2) garage doors (one on each end to allow drive-through access). Floor will have a 20' wide concrete center aisle with paving on either side. Est cost ~\$200,000. (2)
 Construct an approximate 4,900 SF roof structure covering four (4) roll-off container bays at the drop-off area at the Solid Waste facility. The truss system will require a 70' clear span to allow equipment access. Est cost ~\$110,000.

Consistency with the Comprehensive or Strategic Plans or other related planning documents:

This project is consistent with the City Council's vote to lease the underutilized shredder building on River Rd.

Justification for project implementation/construction and segments, if applicable:

Two facility requirements were identified as part of the leasing of the shredder building on River Road. (1)
 The shredder building had been used to store off-season equipment to protect it from the weather. For example, during harsh winters expensive street sweepers, paving and mowing equipment is stored inside to protect it from being damaged. During summer months, snow blowers, sidewalk plows and other equipment was stored in the shredder building. The lease will make the current space unavailable. (2)
 The tipping floor in the shredder building was used to store sheet rock and the drop-off of solid waste from local customers. Both of these need to be protected from rain & snow to retain value (sheet rock) and improve handling (solid waste). The recommended method was to install a roof structure over 4 roll-off container bays in the drop-off area.

Future maintenance costs if known, including contracts and special service requirements:

How were cost estimates obtained:

Cost estimates were obtained by City staff, consultants and local contractors.

FUNDING SOURCES

Source	Amount				
City Operating Budget					
City Bond Issue	310,000				
Federal/State Funding		Agency:		Approval Received?	
Other Agency/Municipality		Agency:		Approval Received?	Yes No
Total Project Costs	310,000				

IMPLEMENTATION SCHEDULE (Fiscal Years)

	2014	2015	2016	2017	2018	Future
Total Project Cost	310,000					
Non-City Share						
City Share	310,000	0	0	0	0	0

**FY 2014 Lewiston Capital Improvement Program
Project Description Form**

1/15/2013

Project Title: District Classroom Door Lock Replacement

Operational Funding Division: School **Project Name:** _____

Est. Total Cost FY 2014:	104,000	Est. Total Cost FY 2014-18:	104,000
City Share FY 2014:	104,000	City Share FY 2014-2018	104,000

Project Description:
Materials and labor to install 325 new locking mechanisms that allow securing doors directly from the inside.

Consistency with the Comprehensive or Strategic Plans or other related planning documents:
Project will expand security in all school buildings for any room that may be occupied by K-12 students.

Justification for project implementation/construction and segments, if applicable:
Project is one measure of response to upgrading school lock down capability.

Future maintenance costs if known, including contracts and special service requirements:

How were cost estimates obtained:
Joe Perryman, Facilities Director, and vendors

FUNDING SOURCES

Source	Amount				
City Operating Budget					
City Bond Issue	104,000				
Federal/State Funding		Agency: _____	Approval Received?	<u>Yes</u>	<u>No</u>
Other Agency/Municipality		Agency: _____	Approval Received?	<u>Yes</u>	<u>No</u>
Total Project Costs	104,000				

IMPLEMENTATION SCHEDULE (Fiscal Years)

	2014	2015	2016	2017	2018	Future
Total Project Cost	104,000					
Non-City Share						
City Share	104,000	0	0	0	0	0

. Attach on separate page(s)/sheet additional information (if needed)

DISPLAY AD

**CITY OF LEWISTON, MAINE
FISCAL YEAR 2014
CAPITAL PROGRAM PUBLIC HEARING**

Notice is hereby given in accordance with Article VI, Section 6.07 of the City Charter of a Public Hearing before the City Council to be held on the Capital Program. Any interested citizen may appear and will be heard before final action on said program.

**HEARING DATE: TUESDAY, FEBRUARY 5, 2013
TIME: 7:00PM
PLACE: COUNCIL ROOM – CITY HALL**

The following are the proposed Local Funding amounts:

FY2014	\$16,118,533	FY2015	\$10,537,530
FY2016	\$11,568,429	FY2017	\$15,514,779
	FY2018		\$9,313,762

NOTE: Detailed explanation of the Capital Improvement Program is available for inspection at the City Clerk's Office and Lewiston Public Library during working hours as well as available on the city's website. The City of Lewiston is an EOE. For more information, please visit our website at www.lewistonmaine.gov and search for the Non-Discrimination Policy.

Kathleen M. Montejo, City Clerk

-END-

DISPLAY AD - SUN JOURNAL – WEDNESDAY, JANUARY 23, 2013

2 columns wide by 4 or 4 ½ inches high

PROOF REQUESTED - 777-4621 Fax

TO: Attn: Venise, Advertising Dept. 784-3062 fax
FROM: Lewiston City Clerk's Office 777-4621 fax

Please bill the City Clerk's Dept. Thank you.

LEWISTON CITY COUNCIL
MEETING OF FEBRUARY 5, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 8

SUBJECT:

Order authorizing the City Administrator to execute parking agreements with Twin Cities, LLC and TD Bank.

INFORMATION:

The City has been working with Twin Cities LLC, which owns Bates Mill #3, to prepare a new monthly parking arrangement for the 800 employees at TD Bank in Mill 3. This agenda item is for approval of a new parking Agreement which outlines the revised rate structure and will increase parking revenue for the City over the term of the lease.

Please see the memorandum from Lincoln Jeffers for additional details.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Order authorizing the City Administrator to execute parking agreements with Twin Cities, LLC and TD Bank.



**City of Lewiston Maine
City Council Order
February 5, 2013**



Order, Authorizing the City Administrator to Execute Parking Agreements with Twin Cities, LLC and TD Bank

Whereas, Twin Cities LLC owns Bates Mill #3 and leases space to TD Bank; and

Whereas, Twin Cities and TD Bank have recently renegotiated this space lease and extend it through October 2025; and

Whereas, under the previous lease, the City provided parking to TD Bank at a variety of monthly rates; and

Whereas, in order to assist in the renegotiation and extension of the lease, the City has worked with Twin Cities and TD Bank to consolidate prior parking agreements into a new monthly structure; and

Whereas, the revised rates will ensure the City a continued parking revenue stream, simplify the rate structure, and increase parking income over the term of the lease; and

Whereas, working with Twin Cities and TD Bank to allow for the banks continued presence and employment in Lewiston is in the best interest of the City;

Now, therefore, be It Ordered by the City Council of the City of Lewiston that

The City Administrator is hereby authorized to execute agreements with Twin Cities LLC and TD Bank relating to parking for TD Bank employees and visitors at their Bates Mill location in a form as substantially attached hereto.

Economic and Community Development

Lincoln Jeffers

Director



To: Honorable Mayor and Members of the City Council
From: Lincoln Jeffers
RE: Twin Cities LLC Parking Agreement
Date: January 31, 2013

Twin Cities, LLC (Twin Cities) owns Bates Mill #3. TD Bank occupies the entire building, currently employing approximately 800 people there. Twin Cities recently negotiated and executed a new lease for the building that extends TD Bank's term in Mill #3 through October 2025. There are also two 5 year options.

People's Heritage Bank, which was acquired by TD Bank, was the pioneering Class A office tenant at the Bates Mill. Their tenancy in Mill #7 began 1999, predating the Chestnut Street Parking Garage. With the bank's initial parking needs being met with surface parking, the initial rates were low: 33 spaces free, 300 spaces at \$28.33 per month, and 165 spaces at \$42 per month. These parking lease rates were coterminous with the Bates Mill #3 real estate lease. Independent of the parking spaces linked to the real estate leases, TD Bank pays for an additional 355 spaces at \$55 per month.

Current market rate monthly parking rates vary between \$42 and \$55 depending upon the program.

To assist Twin Cities in their effort to renegotiate and extend TD Bank's tenancy in Bates Mill #3, Twin Cities has requested assistance from the city in the form of reduced parking fees for 333 of the approximately 850 spaces the bank uses for workers at Bates Mill #3. Attached is an Agreement between the City and Twin Cities that provides the details of the proposed parking arrangements.

To summarize, Twin Cities will purchase up to 333 spaces from the City at the monthly rate of \$35 per space from February 1, 2013 through January 31, 2018. Starting on February 1, 2018 and continuing through October 31, 2025 the rate will increase to \$40 per month. If the office space lease options are exercised, parking rates will be at full market value. Between February 1, 2013 and January 31, 2016, Twin Cities will pay for all 333 spaces, regardless of bank utilization. Starting February 1, 2016 and for the remainder of the term, Twin Cities will not be required to pay for all 333 spaces and can change the number from time to time, as demand warrants, upon providing 30 days' notice.

Also attached is an agreement between TD Bank and the City that provides clarity and a definitive date for when the legacy rates will end. The 33 spaces that previously had been provided for free will be included in the spaces paid for by Twin Cities. The \$28.33 and \$42 rates will end on January 31, 2016, after which fair market rents as agreed to by the bank and City will apply.

A proforma that illustrates the financial implications of the agreements is attached. The proforma compares what the city would have received in revenue had TD Bank simply exercised their options (in which case the legacy rates would have remained in place) vs. the proposed agreement. I've also included a scenario from early in our discussions that compares revenues that would have been received had TD Bank decided to leave Bates Mill vs. the proposed.

TD Bank is a major employer in Lewiston/Auburn with a significant portion of their back office operations, which service the entire eastern seaboard, housed at the Bates Mill. TD Bank has been a key partner in the redevelopment of the complex, and the extension of their commitment to the Bates Mill until at least October 2025 is of great benefit to the city. Their presence is an important element and building block for implementation of the Riverfront Island Master Plan. The proposed parking lease agreements will sunset some heavily discounted rates and provide a discount going forward that is moving closer to market. Staff recommends that the Council approve the attached agreements and authorize the City Administrator to execute them.

AGREEMENT

This Agreement made and entered into as of the ____ day of January, 2013 by and between the City of Lewiston, a body corporate and politic (the "City") and Twin Cities, LLC, a Maine limited liability company ("Twin Cities") witness the following:

WHEREAS, Twin Cities is the owner of Building 3, so-called, at the Bates Mill Complex (the "Building"); and

WHEREAS, Twin Cities has requested the City's commitment to make parking spaces available to Twin Cities for use by tenants of the Building; and

WHEREAS, the City is willing to provide such commitment on the terms and provisions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Spaces. City hereby commits to provide Twin Cities with three hundred thirty three (333) (the "Spaces"). All of the Spaces shall be available to, and rented by, Twin Cities during the period February 1, 2013 through January 31, 2016. Commencing February 1, 2016, so many of the Spaces as Twin Cities shall request from time to time upon 30 days prior written notice to City shall be made available by City to Twin Cities. Twin Cities may cease utilizing Spaces after February 1, 2016 upon 30 days prior written notice from Twin Cities to City. Any reduction in the number of Spaces utilized by Twin Cities shall be without prejudice to its right to resume utilizing some or all of the remaining Spaces in the future.

2. Location. The Spaces shall be located at the parking facilities currently used by employees of TD Bank, N.A. and will be available on an open, first-come, first served basis, except of parking spaces reserved for disabled persons. City shall manage its parking facilities so that at all Spaces may be used simultaneously, and City and Twin Cities shall negotiate in good faith the assignment of Spaces to a particular facility, and any changes in such assignment. The Spaces shall be for use by tenants of the Building and their guests and invitees, and may not be made available by Twin Cities for any other purpose.

3. Cost: Payment. The rate shall be \$35.00 per month, per Space utilized until January 31, 2018. Commencing February 1, 2018 and continuing until October 31, 2025, the monthly per Space rate shall be \$40.00. Twin Cities shall make payment for utilized Spaces on a monthly basis.

4. Term. City's commitment to provide Spaces hereunder shall continue until October 31, 2025. Twin Cities shall have two options to renew this Agreement, each for a five year term, and each of which shall be exercised, if at all, no less than 60 days prior to expiration of the then current term. The rate for each renewal term shall be fair market value.

5. Assignment. Twin Cities shall have the right to assign the benefits of this Agreement to a subsequent owner of the Building, but each such owner shall be subject to the use

restrictions of Section 1. Upon the assumption in writing by a subsequent owner of the payment obligations of Twin Cities hereunder and notice thereof to City, Twin Cities shall be released from any further responsibility in respect thereof.

IN WITNESS WHEREOF, City and Twin Cities have caused this Agreement to be executed as of the date first above written.

City of Lewiston

By: _____

Twin Cities, LLC

By: _____

AGREEMENT

This Agreement made and entered into as of the ____ day of January, 2013 by and between City of Lewiston, a body corporate and politic (the "City") and TD Bank, NA, a national banking association ("Bank"), witness the following:

WHEREAS, Bank is the tenant of Building 3, so-called, at the Bates Mill Complex (the "Building"); and

WHEREAS, in connection with its occupancy of the Building, Bank is currently renting various parking spaces from the City, including 300 spaces at a monthly rental of \$28.33 per space and 165 spaces at a monthly rental of \$42.00 per space (the foregoing 465 spaces being hereinafter referred to as the "Spaces"); and

WHEREAS, Bank has requested the City's commitment to continuing the above-referenced rates through January 31, 2016 and to continuing make the Spaces available to Bank for use by its employees working in the Building so long as Bank is a tenant of the Building; and

WHEREAS, City is willing to provide such commitment on the terms and provisions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Spaces. City hereby commits to provide the Spaces to Bank so long as it is a tenant of the Building. Bank may terminate its right to use Spaces hereunder upon 30 days prior written notice to City. Bank may assign its rights hereunder to a successor tenant of the Building.

2. Location. The Spaces shall be located at the parking facilities currently used by employees of Bank and will be available on an open, first-come, first served basis, except of parking spaces reserved for disabled persons. City and Bank shall negotiate in good faith the assignment of Spaces to a particular facility, and any changes in such assignment. The Spaces shall be for use by employees of Bank at the Building and Bank's guests and invitees at the Building, and may not be made available by Bank for any other purpose. Spaces shall be used at the sole risk of Bank, its guests, invitees and employees, and without any liability on the part of City for damage to, or loss of, property or injury to, or death of, any person.

3. Cost; Payment. The rates set forth above shall apply through January 31, 2016. Commencing February 1, 2016, the Spaces shall be available at fair market value as agreed by Bank and City from time to time. Bank shall make payment for all Spaces used on a monthly basis.

4. Superseding Effect. This Agreement is intended to supersede any other agreement between City and Bank that may be in effect with respect to the Spaces.

IN WITNESS WHEREOF, Bank and Twin Cities have caused this Agreement to be executed as of the date first above written.

TD Bank, NA

By: _____

City of Lewiston

By: _____

Twin City Parking Proposal for Mill #3

Current Year 1 -3				
# spaces	rate	annual	Payee	
300	\$ 28.33	\$ 101,988	TDB	
33	Free	\$ -	TDB	
165	\$ 42	\$ 83,160	TDB	
355	\$ 55	\$ 234,300	TDB	
853	Total	\$ 419,448		

If lease options renewed, parking rates would remain as shown above.

Proposed Years 1-3				
# spaces	rate	annual	Payee	
300	\$ 28.33	\$ 101,988	TDB	
165	\$ 42	\$ 83,160	TDB	
333	\$ 35	\$ 139,860	TCL	
55	\$ 50	\$ 33,000	TDB	
853	Total	\$ 358,008		
Proposed Years 4-5				
333	\$ 35	\$ 139,860	TCL	
520	\$ 50	\$ 312,000	TDB	
853	Total	\$ 451,860		
Proposed Years 6-13				
# spaces	rate	annual		
333	\$ 40	\$ 159,840	TCL	
520	\$ 50	\$ 312,000	TDB	
853	Total	\$ 471,840		

Historic Rates compared to Proposed					
Years	current	proposed	difference	net	
1	\$ 419,448	\$ 358,008	\$ (61,440)	\$ (61,440)	
2	\$ 419,448	\$ 358,008	\$ (61,440)	\$ (122,880)	
3	\$ 419,448	\$ 358,008	\$ (61,440)	\$ (184,320)	
4	\$ 419,448	\$ 451,860	\$ 32,412	\$ (151,908)	
5	\$ 419,448	\$ 451,860	\$ 32,412	\$ (119,496)	
6	\$ 419,448	\$ 471,840	\$ 52,392	\$ (67,104)	
7	\$ 419,448	\$ 471,840	\$ 52,392	\$ (14,712)	
8	\$ 419,448	\$ 471,840	\$ 52,392	\$ 37,680	
9	\$ 419,448	\$ 471,840	\$ 52,392	\$ 90,072	
10	\$ 419,448	\$ 471,840	\$ 52,392	\$ 142,464	
11	\$ 419,448	\$ 471,840	\$ 52,392	\$ 194,856	
12	\$ 419,448	\$ 471,840	\$ 52,392	\$ 247,248	
13	\$ 419,448	\$ 471,840	\$ 52,392	\$ 299,640	
	\$ 5,452,824	\$ 5,752,464			

Lease Not Extended Compared to Proposed			
Years	current	proposed	
1	\$ 419,448	\$ 358,008	
2	\$ 419,448	\$ 358,008	
3	\$ 419,448	\$ 358,008	
4		\$ 451,860	
5		\$ 451,860	
6		\$ 471,840	
7		\$ 471,840	
8		\$ 471,840	
9		\$ 471,840	
10		\$ 471,840	
11		\$ 471,840	
12		\$ 471,840	
13		\$ 471,840	
	\$ 1,258,344	\$ 5,752,464	

Twin City Parking Proposal for Mill #3

Current Year 1-3				
# spaces	rate	annual	Payee	
300	\$ 28.33	\$ 101,988	TDB	
33	Free	\$ -	TDB	
165	\$ 42	\$ 83,160	TDB	
355	\$ 55	\$ 234,300	TDB	
853	Total	\$ 419,448		

If lease options renewed, parking rates would remain as shown above.

Proposed Years 1-3				
# spaces	rate	annual	Payee	
300	\$ 28.33	\$ 101,988	TDB	
165	\$ 42	\$ 83,160	TDB	
333	\$ 35	\$ 139,860	TCL	
55	\$ 50	\$ 33,000	TDB	
853	Total	\$ 358,008		
Proposed Years 4-5				
333	\$ 35	\$ 139,860	TCL	
520	\$ 50	\$ 312,000	TDB	
853	Total	\$ 451,860		
Proposed Years 6-13				
# spaces	rate	annual		
333	\$ 40	\$ 159,840	TCL	
520	\$ 50	\$ 312,000	TDB	
853	Total	\$ 471,840		

Historic Rates compared to Proposed					
Years	current	proposed	difference	net	
1	\$ 419,448	\$ 358,008	\$ (61,440)	\$ (61,440)	
2	\$ 419,448	\$ 358,008	\$ (61,440)	\$ (122,880)	
3	\$ 419,448	\$ 358,008	\$ (61,440)	\$ (184,320)	
4	\$ 419,448	\$ 451,860	\$ 32,412	\$ (151,908)	
5	\$ 419,448	\$ 451,860	\$ 32,412	\$ (119,496)	
6	\$ 419,448	\$ 471,840	\$ 52,392	\$ (67,104)	
7	\$ 419,448	\$ 471,840	\$ 52,392	\$ (14,712)	
8	\$ 419,448	\$ 471,840	\$ 52,392	\$ 37,680	
9	\$ 419,448	\$ 471,840	\$ 52,392	\$ 90,072	
10	\$ 419,448	\$ 471,840	\$ 52,392	\$ 142,464	
11	\$ 419,448	\$ 471,840	\$ 52,392	\$ 194,856	
12	\$ 419,448	\$ 471,840	\$ 52,392	\$ 247,248	
13	\$ 419,448	\$ 471,840	\$ 52,392	\$ 299,640	
	\$ 5,452,824	\$ 5,752,464			

Lease Not Extended Compared to Proposed			
Years	current	proposed	
1	\$ 419,448	\$ 358,008	
2	\$ 419,448	\$ 358,008	
3	\$ 419,448	\$ 358,008	
4		\$ 451,860	
5		\$ 451,860	
6		\$ 471,840	
7		\$ 471,840	
8		\$ 471,840	
9		\$ 471,840	
10		\$ 471,840	
11		\$ 471,840	
12		\$ 471,840	
13		\$ 471,840	
	\$ 1,258,344	\$ 5,752,464	

LEWISTON CITY COUNCIL

MEETING OF FEBRUARY 5, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 9

SUBJECT:

Order authorizing the Mayor to Execute Amendment Number Two to the Employment Agreement between the City of Lewiston and Edward A. Barrett.

INFORMATION:

The City of Lewiston entered into an agreement to employ Edward A. Barrett as City Administrator on December 1, 2009 that was subsequently amended in December 2011. The attached Order would authorize the Mayor to execute an amendment to that agreement that would extend its term for an additional two years until June 30, 2016 and provide for a 2% salary increase effective for the pay check issued January 2, 2013, the same adjustment provided to other non-represented employees. A copy of the amendment is attached along with a copy of the current employment agreement.

These changes come forward following completion by the City Council of the Administrator's annual evaluation.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Order authorizing the Mayor to execute Amendment Number Two to the employment agreement between the City of Lewiston and Edward A. Barrett.



**City of Lewiston Maine
City Council Order
February 5, 2013**



Order, Authorizing the Mayor to Execute the Second Amendment to the Employment Agreement between the City and Edward A. Barrett.

Whereas, the City entered into an agreement with Edward A. Barrett on December 1, 2009 under which he assumed the position of City Administrator; and

Whereas, in accordance with that agreement, the City Council has evaluated the performance of the City Administrator; and

Whereas, based upon that evaluation, the City Council wishes to extend the term of the employment agreement for two years from June 30, 2014 to June 30, 2016; and

Whereas, the Council also wishes to adjust the Administrator's salary by 2% effective in January 2013, the same increase provided to other non-represented employees of the City;

Now, therefore, be It Ordered by the City Council of the City of Lewiston that

the Mayor is authorized to execute a second amendment to the employment agreement with Edward A. Barrett, a copy of which is attached hereto.

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF LEWISTON AND EDWARD A. BARRETT**

The employment agreement dated December 1, 2009 made and entered into by and between the CITY OF LEWISTON (Androscoggin County), State of Maine, a municipal corporation, hereinafter sometimes referred to as "City," and Edward A. Barrett of Lewiston, State of Maine, hereinafter sometimes referred to as "Employee," is hereby amended as follows as of this the 5th day of January, 2013.

1. Section 2. Term, Subsection A is replaced in its entirety as follows:

A. This Agreement shall remain in effect beginning January 11, 2010 and ending June 30, 2016, unless otherwise terminated pursuant to the terms of this Agreement. The parties may extend this Agreement by mutual written agreement.

2. Section 3. Compensation, Subsection A is amended as follows:

A. Base Salary: The City agrees to pay the Administrator an annual base salary of one hundred and nineteen thousand five hundred and three dollars (\$119,503) effective with the pay check issued January 2, 2013, payable in installments in accordance with the City's usual payroll practices and procedures for management employees.

IN WITNESS WHEREOF, the City of Lewiston has caused this agreement to be signed and executed in its behalf by its Mayor, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

CITY OF LEWISTON

Witness

By _____
Its Mayor

Witness

By _____
Edward A. Barrett

City Administrator Employment Agreement

This Agreement, made and entered into this 1st day of December, 2009, by and between the City of Lewiston, Maine, a municipal corporation (hereinafter the "City"), and Edward A. Barrett (hereinafter the "Administrator").

WITNESSETH:

WHEREAS, the City Council of the City desires to appoint Administrator to serve as City Administrator of the City of Lewiston, as provided in Section 3.01 of the Charter of the City of Lewiston (the "City Charter");

WHEREAS, it is the desire of the City and the Administrator to specify the terms and conditions of his employment as Administrator;

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, the parties agree as follows:

Section 1. Duties.

The City agrees to hire and employ Administrator as City Administrator of the City. The Administrator accepts such employment and agrees to perform the functions and duties specified in the City Charter, City Ordinances, and the laws of the State of Maine, and to perform such other duties and functions as the City Council shall from time to time assign to the Administrator.

Section 2. Term.

A. This Agreement shall remain in effect beginning January 11, 2010 and ending June 30, 2012, unless otherwise terminated pursuant to the terms of this Agreement. The parties may extend this Agreement by mutual written agreement.

B. This Agreement may be terminated and the Administrator may be removed from office by the City Council for cause in accordance with the procedures set forth in Section 3.04

of the City Charter. In the event the Administrator's employment is terminated for cause, the City's only obligation to the Administrator shall be to pay all compensation and benefits accrued, but unpaid, as of the date of termination.

C. This Agreement may be terminated and the Administrator may be removed from office by the City Council without cause. In the event the City Council terminates the employment of the Administrator without cause during the term of this Agreement, the City agrees (1) to pay the Administrator a lump sum cash payment equal to six (6) calendar months of the Administrator's then current salary, less applicable withholdings and deductions, and (2) for the same period of 6 months following termination to contribute toward the Administrator's health insurance premiums, if any, an amount equivalent to the monthly health insurance premium contribution that the City would have paid toward Administrator's health insurance if he had remained employed. No other benefits or compensation, excluding vacation accrued through the date of termination, shall be due and payable by the City to Administrator in the event of termination without cause. The City and Administrator agree that termination of this Agreement and removal of the Administrator without cause shall not require compliance with the procedures set forth in Section 3.04 of the Charter or 30-A M.R.S.A. §2601, and that in the event of termination of this Agreement without cause the Administrator expressly waives any rights or claims based upon Section 3.04 of the Charter or 30-A M.R.S.A. §2601.

D. The Administrator may terminate this Agreement and resign from employment as City Administrator upon forty-five (45) days written notice to the Council. In the event the Administrator resigns from employment, the City's only obligation to the Administrator shall be to pay all compensation and benefits accrued, but unpaid, as of the date of resignation.

Section 3: Compensation.

A. Base Salary: The City agrees to pay the Administrator an annual base salary of one hundred and ten thousand dollars (\$110,000) payable in installments in accordance with the City's usual payroll practices and procedures for management employees. Administrator's annual base salary shall increase to one hundred and sixteen thousand dollars (\$116,000) six months after beginning employment under this Agreement.

B. The City agrees to evaluate the performance and to review the Administrator's compensation and term of employment annually in December of each year. The City may adjust Administrator's compensation and authorize extension of the term of this Agreement, when approved by the Council in its discretion.

Section 4: Health, Dental, and Income Protection.

The City agrees to provide to Administrator and his dependents the same dental insurance and income protection coverage and benefits afforded to other non-union City employees under City policy. The City agrees to pay toward Administrator's health insurance coverage an amount equal to the health insurance premium contribution that the City pays for other non-union City employees under City policy, whether Administrator participates in the City's health insurance plan or another health plan chosen by Administrator.

Section 5: Retirement.

The City shall contribute an amount equal to nine percent (9%) of Administrator's base salary to a deferred compensation plan selected by Administrator through either the ICMA Retirement Corporation's 457 Deferred Compensation Plan or The Hartford's 457 Deferred Compensation program.

Section 6: Automobile.

During the term in which the Administrator is engaged in the performance of his duties and responsibilities pursuant to this Agreement, the City agrees to provide a four hundred dollar (\$400.00) monthly allowance for automobile expenses in recognition of the requirements of the position. The City is under no obligation to reimburse Administrator for any automobile costs that exceed this amount or for any other automobile costs.

Section 7: Dues and Subscriptions.

The City agrees to budget and pay for the professional dues and subscriptions of the Administrator necessary for his continuation and full participation in the International City Management Association, the Maine Town and City Management Association, and the National League of Cities.

Section 8: Professional Development.

The City agrees to pay, within the budgetary constraints of the Administrator's professional development budget, the necessary expenses of the Administrator to continue his professional development and to adequately pursue official functions of the City, including but not limited to attending and participating in the annual conferences of the ICMA, the Maine Municipal Association, the Maine Town and City Management Association, and such other national, regional and state governmental groups and committees thereof which Administrator serves as a member,

Section 9: General Expenses

A. The City recognizes that certain expenses of a non-personal and job-related nature will be incurred by the Administrator for purposes other than those provided for specifically in this Agreement. The City agrees to reimburse or to pay such reasonable expenses, within the

constraints of the budget approved for such expenses, upon receipt and approval of duly executed expense vouchers, receipts, statements, or personal affidavits from the Administrator.

B. The City will pay thirty dollars (\$30) per month toward the cost of cell phone expenses incurred by Administrator during his employment.

C. The City will reimburse Administrator up to three thousand dollars (\$3,000) for Administrator's expenses in relocating his residence to Lewiston, provided such expenses are incurred within nine (9) months after Administrator's commencement of employment.

D. Recognizing that Administrator will incur additional housing expenses during the transition of his residence to Lewiston, the City will pay Administrator one thousand dollars (\$1,000) per month during the first six (6) months of his employment to defray Administrator's housing expenses.

E. If Administrator submits his resignation from employment with the City within 12 months after commencing employment under this Agreement, Administrator shall reimburse the City for any relocation expenses and housing expenses paid to him under Section 9(C) and 9(D), and the City may deduct such expenses from any compensation due to Administrator.

Section 10: Vacation and Holidays.

A. The Administrator shall accrue twenty (20) work days of paid vacation time on an annual basis. The entire vacation to be accrued during a calendar year shall be available for Administrator's use at the beginning of the calendar year, provided that the amount of accrued vacation paid upon termination of employment shall be pro-rated based on the number of months actually worked by Administrator.

B. The Administrator shall be entitled to the same paid holidays as granted to other non-union City employees in accordance with City policy.

Section 11: Sick Leave.

The Administrator shall accumulate sick leave at the same rate as other non-union City employees in accordance with City policy. Administrator shall receive credit for twelve (12) sick leave days upon commencement of employment under this Agreement.

Section 12: Hours of Work.

The City and the Administrator recognize that the Administrator must devote a great deal of time outside normal office hours on business for the City, and to that end the Administrator shall be allowed to establish an appropriate work schedule.

Section 13: Residency.

The Administrator shall establish his residency within the City of Lewiston within nine (9) months after commencement of employment.

Section 14: Indemnification.

City shall defend, save harmless and indemnify Administrator against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Administrator's duties as City Administrator.

Section 15: Outside Work.

The Administrator shall not participate in any non-City connected business or employment without prior approval of the City Council.

Section 16: Bonding.

The City shall bear the full cost of any fidelity or other bonds required of the Administrator under any law or ordinance. In the event that Administrator shall become

ineligible for continued bonding, such ineligibility shall constitute cause for termination under the terms of this Agreement and the Charter.

Section 17: Other Terms and Conditions.

The City Council, in consultation with Administrator, may fix such other reasonable terms and conditions of employment, as it may determine from time to time, relating to the Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other federal or state law.

Section 18: General Provisions.

A. The text of this written Agreement and any amendments approved by the City Council and executed by the City and the Administrator constitute the entire understanding between the parties with respect to the employment of Edward A. Barrett as the City Administrator of the City of Lewiston.

B. This Agreement shall be binding upon the City and the Administrator, and their heirs, successors, and assigns.

C. This Agreement shall become effective upon execution.

Section 19: Severability.

If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Section 20: Notices. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, first class, certified or registered mail, postage prepaid, addressed as follows:

1) City: City of Lewiston
Attention: Mayor
City Hall
27 Pine Street
Lewiston, Maine 04240

With a copy to: City Clerk
City of Lewiston
City Hall
27 Pine Street
Lewiston, Maine 04240

2) Administrator: Edward A. Barrett
370 Grandview Avenue
Bangor, Maine 04401

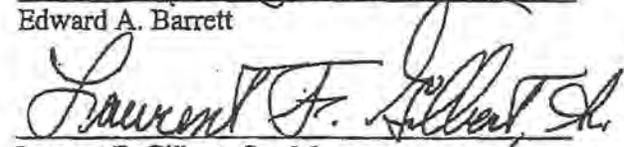
Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice or may be hand-delivered to the recipient. Notice shall be deemed given as of the date of personal service or three (3) days after the date of deposit of such written notice in the course of transmission in the United States Postal Service.

IN WITNESS WHEREOF, the City of Lewiston has caused this Agreement to be signed and executed on its behalf by its Mayor, and the Administrator has signed and executed this Agreement on the date first above written.


WITNESS


WITNESS


Edward A. Barrett


Laurent F. Gilbert, Sr., Mayor
City of Lewiston, Maine
Pursuant to vote of the City Council on
December 1st, 2009

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF LEWISTON AND EDWARD A. BARRETT**

The employment agreement dated December 1, 2009 made and entered into by and between the CITY OF LEWISTON (Androscoggin County), State of Maine, a municipal corporation, hereinafter sometimes referred to as "City," and Edward A. Barrett of Lewiston, State of Maine, hereinafter sometimes referred to as "Employee," is hereby amended as follows as of this the 6th day of December, 2011.

1. Section 2. Term, Subsection A is replaced in its entirety as follows:

A. This Agreement shall remain in effect beginning January 11, 2010 and ending June 30, 2014, unless otherwise terminated pursuant to the terms of this Agreement. The parties may extend this Agreement by mutual written agreement.

2. Section 3. Compensation, Subsection A is amended as follows:

A. Base Salary: The City agrees to pay the Administrator an annual base salary of one hundred and seventeen thousand one hundred and sixty dollars (\$117,160) effective with the pay check issued July 6, 2011, payable in installments in accordance with the City's usual payroll practices and procedures for management employees.

3. Section 5. Retirement is amended by adding the following provision:

Administrator may also participate in the City's Retirement Health Savings (RHS) Program and shall be permitted to transfer a maximum of five (5) vacation days per year to an RHS account.

IN WITNESS WHEREOF, the City of Lewiston has caused this agreement to be signed and executed in its behalf by its Mayor, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

CITY OF LEWISTON

Witness

By _____
Its Mayor

Witness

By _____
Edward A. Barrett

LEWISTON CITY COUNCIL
MEETING OF FEBRUARY 5, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 10

SUBJECT:

Resolve supporting a Portland North Passenger Transit Service linking the municipalities from Portland to Lewiston and Auburn.

INFORMATION:

This Resolve supports the concept of commuter service between Portland and the Lewiston/Auburn area. Adoption of the Resolve would put the City Council on record supporting joint efforts with the cities of Portland and Auburn to establish passenger service between the metro areas. The Resolve does not define the mode of transportation for the commuter service and leaves that open for various options.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/Kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Resolve supporting a Portland North Passenger Transit Service linking the municipalities from Portland to Lewiston and Auburn.



**City of Lewiston Maine
City Council Resolve
February 5, 2013**



Resolve, Supporting a Portland North Passenger Transit Service Linking the Municipalities from Portland to Lewiston and Auburn.

Whereas, the City of Lewiston wishes to study and evaluate the feasibility of developing high-quality passenger transit service between Portland and Lewiston-Auburn; and

Whereas, there is a growing need for fast, economical, and environmentally sound transit service between Portland, Lewiston, and Auburn that will support employment, medical, and entertainment opportunities within our neighboring regions; and

Whereas, the municipalities of both regions support the goal of reducing single-passenger vehicle trips and working toward developing transit service utilizing existing transit corridors; and

Whereas, MaineDOT conducted the Portland North Project, part of a New Starts Federal Transportation Program, in 2010 with a focus on addressing congestion mitigation in communities north of Portland; and

Whereas, Federal New Starts and Small Starts Transportation Programs have recently instituted new and broader standards designed to achieve land use, economic development, environmental, congestion mitigation, and economic opportunity goals; and

Whereas, the municipalities of the Portland and Lewiston-Auburn regions view this study as part of a broader collaboration where communities can assist each other in addressing commuting, employment, and other sustainable practices that enhances livability; and

Whereas, the participating municipalities desire to work through the Portland region MPO, Portland Area Comprehensive Transportation System (PACTS), and the Lewiston-Auburn MPO, Androscoggin Transportation Resource Center (ATRC), to jointly conduct and manage the study;

Now, therefore, be It Resolved by the City Council of the City of Lewiston that

the municipalities of Lewiston, Auburn, and Portland hereby endorse this Resolve and look forward to collaborative efforts through ATRC and PACTS toward seeking project funding and management and to work together on completing the feasibility evaluation of future high quality passenger commuter service between Portland, Lewiston, and Auburn; and

Be it Further Resolved, that the Lewiston City Council hereby directs the City Administrator to take whatever steps are necessary to work with officials of PACTS, ATRC, the municipalities of Auburn and Portland, and other communities within these regions on seeking program funding to advance this project toward implementation.

The City of Lewiston is an EOE. For more information, please visit our website @www.ci.lewiston.me.us and click on the Non-Discrimination Policy.



City of Lewiston Executive Department

EDWARD A. BARRETT
City Administrator

PHIL NADEAU
Deputy City Administrator



January 31, 2013

To: Honorable Mayor and Members of the City Council
Fr: Edward A. Barrett
Su: Commuter Service – Portland to/from Lewiston/Auburn

The attached resolve would put the City Council on record supporting joint efforts with the cities of Portland and Auburn to establish commuter service between our area and Portland. A similar resolve has been adopted by the Portland and Auburn Councils.

This is an issue which has received considerable discussion in recent years, including various studies of the feasibility of train service. As written, the resolve supports the concept of commuter service without specifying the means, which could be via other modes such as public transit buses.

I would recommend your approval.

LEWISTON CITY COUNCIL
MEETING OF FEBRUARY 5, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 11

SUBJECT:

Resolve extending the term of the Ad-Hoc Advisory Committee on Downtown Neighborhood Action.

INFORMATION:

The Downtown Neighborhood Action Committee was established in September 2010 for a two year period to work on the implementation of the Downtown Neighborhood Action Plan. The Committee's term was up January 2013 but the Committee has requested an extension of an additional two years to continue their work. City Administration supports this request.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/Kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Resolve extending the term of the Ad-Hoc Advisory Committee on Downtown Neighborhood Action.



**City of Lewiston Maine
City Council Resolve
February 5, 2013**



Resolve, Extending the Term of the Ad-Hoc Advisory Committee on Downtown Neighborhood Action.

Whereas, the Advisory Committee on Downtown Neighborhood Action was established on September 21, 2010; and

Whereas, the purpose of this committee is to work toward the implementation of the Downtown Neighborhood Action Plan and monitor its progress; and

Whereas, among the projects undertaken by the committee are the repeal of the overnight winter parking ban and associated efforts to educate downtown residents about the change; improvements to Paradis park; providing advice to City staff on downtown infrastructure projects such as the Walnut Street reconstruction project and the addition of bike lanes on Pine, Ash, and Park Street; and working with the City Arborist to identify locations for additional trees; and

Whereas, the committee's initial term of existence expired on January 1, 2013; and

Whereas, the committee is recommending that its term be extended for an additional two years until January 1, 2015;

Now, therefore, be It Resolved by the City Council of the City of Lewiston that

in accordance with the September 21, 2010 Resolve establishing an Ad-Hoc Advisory Committee on Downtown Neighborhood Action (attached) and the recommendation of the Committee, the Committee's term is hereby extended for an additional two years until January 1, 2015.



City of Lewiston Executive Department

EDWARD A. BARRETT
City Administrator

PHIL NADEAU
Deputy City Administrator



January 31, 2013

To: Honorable Mayor and Members of the City Council

Fr: Edward A. Barrett

Su: Term Extension – Ad Hoc Advisory Committee on Downtown Neighborhood Action

The Downtown Neighborhood Committee was established in September 2010 with its term initially set to expire on January 1, 2013. At expiration, the City Council was expected to review the progress made by the Committee and determine whether it should continue to exist.

Since its inception the Committee has been active in pursuing its mission of working toward the implementation of the Downtown Neighborhood Action Plan and monitoring its progress. Among its projects are: working to repeal the overnight winter parking ban; educating downtown residents on the emergency parking ban system now in effect; improving Paradis Park; advising staff on downtown infrastructure projects such as the scheduled Walnut Street reconstruction; advocating for new downtown bike lanes; and working with the City Arborist to identify downtown locations for additional street trees.

At its last meeting, the Committee requested that the Council extend its term for an additional two years. I would support that request and recommend your approval of the attached resolve.



**City of Lewiston Maine
City Council Resolve
September 21, 2010**



Resolve, Establishing an Ad-Hoc Advisory Committee on Downtown Neighborhood Action

Whereas, the Lewiston Downtown Neighborhood Task Force began its work of engaging citizens in the process of community and economic development within the downtown residential neighborhood in April 2007; and

Whereas, the Task Force completed the Downtown Neighborhood Action Plan in February 2009; and

Whereas, this report was subsequently accepted by the City Council; and

Whereas, the report includes numerous recommendations addressing such areas as housing, infrastructure, and parks; and

Whereas, it is essential that efforts be consistently undertaken to implement the report's recommendations and, where necessary, to establish implementation priorities and recommended funding levels; and

Whereas, establishing a special committee composed of area stakeholders and interested citizens can be a vehicle for such implementation efforts;

Now, therefore, be It Resolved by the City Council of the City of Lewiston that

There is hereby established an Ad-Hoc Advisory Committee on Downtown Neighborhood Action.

1. Purpose. The purpose of this committee shall be to develop a plan for implementing the Downtown Neighborhood Action Plan and monitoring its implementation.
2. Duties. The committee shall:
 - a. Prioritize and facilitate the implementation of the recommendations included in the Downtown neighborhood Action Plan;

- b. Work with other individuals and entities to implement the overall and district-specific actions articulated in the Plan;
 - c. Work with the City Council and Economic and Community Development staff to recommend modifications to and/or the creation of city grant/loan programs for downtown building improvements;
 - d. Work with the Planning Board and the City Council toward ensuring that the City undertake the necessary studies recommended in the district specific actions of the plan;
 - e. Work with the Planning board and City Council to develop flexible land use regulations including zoning, parking requirements, and space and bulk standards in order to attract and expedite downtown neighborhood development;
 - f. Develop recommendations to the City Council on funding initiatives within the residential downtown through such mechanisms as the Community Development Block Grant Program and Lewiston Capital Improvement Program; and
 - g. Work with other individuals and entities to seek the involvement and resources of private foundations, institutions, local charities, civic organizations, and state and federal agencies in implementing various aspects of the plan, subject to the approval of the City Council;
 - h. Report at least annually to the City Council on progress.
3. **Composition and Appointment.** The Committee shall be composed of seven regular members to be appointed by the Mayor as follows:
- a. Two residents of the study area to include at least one representative of the Visible Community;
 - b. A representative from the City's Community Development Block Grant Committee;
 - c. An individual whose business is located in or near the study area;
 - d. A landlord who owns residential property in or near the study area;
 - e. Two representatives of the general public who reside outside of the downtown residential district as defined in the Plan
- In addition, up to two members of the City Council may be appointed by the Mayor as ex-officio members.
4. **Term.** The Committee shall remain in existence until January 1, 2013. On or before August 31, 2013, the Committee shall make a recommendation to the City Council as to whether: (a) the term of the ad-hoc committee should be extended; or (b) the committee should be transitioned to a standing committee; or (c) the committee should cease to exist.
5. **Staff Support.** The City Administrator shall assign the necessary City Staff to support the work of the committee and shall designate a staff coordinator to handle the Committee's logistics.
6. **By-Laws.** The Committee shall operate under By-laws created by the Committee, which shall, to the extent practicable, incorporate the attached draft By-Laws.

#12



City of Lewiston Executive Department

EDWARD A. BARRETT
City Administrator

PHIL NADEAU
Deputy City Administrator



January 31, 2013

To: Honorable Mayor and Members of the City Council
Fr: Edward A. Barrett
Su: Joint Agency Budget Committee

At Monday's joint meeting with Auburn, a consensus was reached to continue the approach taken last year toward joint agency funding by continuing the Joint Agency Budget Committee. There was interest, however, in refining the Committee's procedures.

Attached please find an outline of the proposed organization and procedures for this committee.

I understand that Auburn will be reviewing this next week as well. After both Councils have reviewed and any changes are made, we should be in a position to have this committee begin its work.

Joint Agency Budget Committee Organization and Process

Mission/Purpose

The mission of the Joint Agency Budget Committee is to

- Review and evaluate the budgets and work plans submitted by agencies jointly funded by Lewiston and Auburn;
- Presenting a funding recommendation to the respective Councils including, where appropriate, recommendations for program/operational changes that will improve financial performance;
- Upon request, meet to review any differences of opinion between the governing bodies of Lewiston and Auburn and present a recommendation to the Councils as to how it might be resolved.

Composition

The committee will be comprised of 4 members: 2 councilors from each community appointed by the respective Mayors. A Chair Person shall be selected for each meeting, with the position of Chair alternating between communities. The Councilors representing the community that will provide the chair for the meeting shall designate the individual to serve as chair. Auburn shall chair the first meeting in even years; Lewiston in odd years.

TERM

The term of members appointed to the Committee shall be for a single budget year. Should the cities wish to continue the Committee in future years, new appointments must be made; however, members who have served on the prior year's committee shall be eligible to be appointed to the committee for subsequent years.

STAFF SUPPORT

The City Manager of Auburn and the City Administrator of Lewiston, along with the respective Finance Directors, shall provide staff support to the committee.

MEETINGS

The Committee shall establish the times and places of its meetings, taking care to meet periodically in each community. Meetings shall be open to the public and notice of such meetings shall be posted by the respective City Clerks.

REPORT

The Committee shall prepare and provide to the elected officials of both communities a report outlining its recommendations as to the appropriate level at which each agency should be funded. This report shall be provided sufficiently in advance to allow its recommendations to

be reviewed prior to the respective governing bodies adopting a final budget for the coming year.

PARTICIPATION OF OTHER COUNCILORS

All members of the respective governing bodies in attendance at any meeting of the Committee shall be provided the privilege of participating in the meeting through asking questions and engaging in discussion; however, only the designated members of the Committee shall have a vote.

Any Councilor designated as a city's formal representative to the governing body of a joint agency shall be notified of the place, date, and time that agency's budget will be considered and offered the opportunity to appear before the Committee and participate in its discussions.

RECOMMENDATIONS NOT BINDING

The recommendations of the Committee shall be advisory to the respective governing bodies, and each Council shall retain the right to make further budget adjustments and to meet separately with individual agencies to seek additional information regarding their budgets and work plans.

DISAGREEMENTS BETWEEN COUNCILS

In the event that the City Councils fail to agree on the funding level of any agency, either Council may request that the Committee meet to review the disagreement and make a recommendation for its resolution.