

**LEWISTON CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
APRIL 3, 2018**

6:00 p.m. Executive Session

ES-1. Executive Session regarding a Legal Matter.

6:15 p.m. Budget Workshop

General Government (except Economic Development, Parking & Buildings)
Planning & Code Enforcement – Protective Inspection

pgs. 38, 41-47
pgs. 58

7:00 p.m. Regular Meeting

Pledge of Allegiance to the Flag

Mayor's Presentation – Recognition of Assistant City Clerk Erica Soiett for earning her state certification.

Acceptance of the minutes of the March 20, 2018 meeting.

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 7.

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. Resolve accepting a grant from the Stephen & Tabitha King Foundation to replace outdated automatic defibrillators (AED's) for the fire and police departments.
- * 2. Authorization to accept transfer of forfeiture funds.

REGULAR BUSINESS:

- 3. Budget Public Hearing for the Fiscal Year 2019 Year.
- 4. Resolve rescinding the balance of the Connors School Project Bond Authorizations.
- 5. Approval of Election Warrant calling for a Special Municipal Election to be held on Tuesday, May 8, 2018 for the School Budget Validation Referendum and a Special School Referendum, and Recommendations from the City Clerk/Registrar of Voters on actions necessary to conduct said election.
- 6. Order authorizing the Mayor to execute Amendment Number Eight to the Employment Agreement between the City of Lewiston and Edward A. Barrett.
- 7. Executive Session to review application submitted under Title 36, section 841 (2).
- 8. Request for Abatement of Property Taxes for application submitted under Title 36, section 841 (2).
- 9. Reports and Updates.
- 10. Any other City Business Councilors or others may have relating to Lewiston City Government.
- 11. Executive Session pursuant to MRSA Title 1, section 405(6)(A) to discuss a personnel matter.

LEWISTON CITY COUNCIL
MEETING OF APRIL 3, 2018

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. ES-1

SUBJECT:

Executive Session regarding a Legal Matter.

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 state statutes outline the issues that will be discussed in executive session.

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)(E) to discuss a legal matter.

LEWISTON CITY COUNCIL
MEETING OF APRIL 3, 2018

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 1

SUBJECT: Resolve, Accepting a Grant from the Stephen & Tabitha King Foundation to Replace Outdated Automatic External Defibrillators (AED's) for the Fire and Police Department.

INFORMATION:

We have been notified by the Stephen & Tabitha King Foundation that we have been awarded \$15,000 to replace 12 outdated Automatic External Defibrillators (AED's) for Fire and Police department vehicles. Ancillary equipment, such as electrode pads, face masks, and a training unit are also included.

No matching funds are required from the City.

The attached resolve will accept these funds with gratitude.

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, Accepting a Grant from the Stephen & Tabitha King Foundation to Replace Outdated Automatic External Defibrillators (AED's) for the Fire and Police Department.



COUNCIL RESOLVE

Resolve, Accepting a Grant from the Stephen & Tabitha King Foundation to Replace Outdated Automatic External Defibrillators (AED's) for the Fire and Police Department.

Whereas, the City currently deploys 12 Automatic External Defibrillators in Police and Fire emergency response vehicles; and

Whereas, these units are outdated and in need of replacement; and

Whereas, the Stephen & Tabitha King Foundation has awarded the City \$15,000 to replace these units and to purchase related ancillary equipment; and

Whereas, no local match is required under this grant;

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

The City Council hereby accepts a grant from the Stephen & Tabitha King Foundation in the amount of \$15,000 for the purpose of replacing 12 outdated Automatic External Defibrillators and to purchase related ancillary equipment. Further, the City Council hereby expresses its thanks and appreciation, and that of our residents, to the Foundation for its support.

LEWISTON CITY COUNCIL
MEETING OF APRIL 3, 2018

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 2

SUBJECT:

Authorization to accept transfer of forfeiture funds.

INFORMATION:

The Lewiston Police Department is requesting that the City Council authorize the acceptance of funds, in the amounts outlined below, as reimbursement for costs associated with assisting in a criminal investigation. The funds are available to the Lewiston Police Department due to its substantial contribution to the investigation of this or a related criminal case.

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 pursuant to Title 15, Maine Revised Statutes Annotated, Section 5824(3) and Section 5822(4)(A), the City Council hereby acknowledges and approves of the transfer of \$2,538.00 and one Remington Rifle, Model 7600, Serial Number 835736, or any portion thereof, in the case of the State of Maine vs. Steven Pelletier, CR-17-3171 Court Records, being funds forfeited pursuant to the court process. It is further acknowledged that these funds shall be credited to the 'City of Lewiston Drug Enforcement Program' account.

STATE OF MAINE
Androscoggin, ss

UNIFIED CRIMINAL COURT
Docket No. CR-17-3171

State of Maine	}	
	}	Municipality of Lewiston
v.	}	Approval of Transfer
	}	15 M.R.S.A. §5824(3) & §5822(4)(A)
Steven Pelletier	}	
Defendant;	}	
	}	
And	}	
	}	
\$2,538.00 U.S. Currency	}	
Defendant(s) In Rem #1	}	
One Remington Model 7600 Rifle,	}	
Serial # 8357836	}	
Defendant(s) In Rem #2	}	

NOW COMES the municipality of Lewiston, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) to the transfer of the above captioned Defendant(s) in Rem #1 and #2, or any portion thereof, on the grounds that the Lewiston Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the municipality of Lewiston, Maine does hereby approve of the transfer of the Defendant(s) In Rem #1 and #2, or any portion thereof, pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) by vote of the Lewiston municipal legislative body on or about

Dated: _____

Municipal Officer
Lewiston, Maine
(Impress municipal legislative body seal here)

LEWISTON CITY COUNCIL
MEETING OF APRIL 3, 2018

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 3

SUBJECT:

Budget Public Hearing for the Fiscal Year 2019 Budget.

INFORMATION:

The City Council schedules and conducts two public hearings regarding the budget to receive citizen input and comment. The first budget public hearing will be held during this meeting and the final budget public hearing is scheduled for May 1, to be held before the final vote regarding budget adoption.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

This public hearing is part of the budget process to receive citizen input.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To conduct the first budget public hearing to receive citizen input and communication regarding the proposed Fiscal Year 2019 Municipal Budget.

**CITY OF LEWISTON
BUDGET PUBLIC HEARING NOTICE**

Notice is hereby given in accordance with Article VI, Section 6.07(a) of the City Charter of a Public Hearing on the City Budget for Fiscal Year 2019. All citizens are invited to attend and provide the City Council with written and/or oral comments and ask questions concerning the City's proposed budget, excluding the School Department.

HEARING DATE: Tuesday, April 03, 2018

TIME: 7:00 P.M.

**PLACE: City Council Chambers, City Building
PROPOSED BUDGET - FISCAL YEAR 2019**

REVENUE SOURCE

General Property Taxes	\$ 34,901,717
Anticipated Revenues Municipal	<u>11,916,039</u>
TOTAL	\$ 46,817,756

EXPENDITURES

Municipal	\$ 44,101,198
County Tax	<u>2,716,558</u>
TOTAL	\$ 46,817,756

WATER DIVISION

Projected Revenues	\$ 5,301,340
Projected Expenditures	5,691,154

SEWER DIVISION

Projected Revenue	\$ 6,636,051
Projected Expenditures	6,902,619

STORM WATER DIVISION

Projected Revenues	\$ 2,910,000
Projected Expenditures	3,058,416

The City of Lewiston is an EOE. For more information, please visit our website at www.lewistonmaine.gov and click on the Non-Discrimination Policy.

Kathleen M. Montejo, MMC
City Clerk

LEWISTON CITY COUNCIL

MEETING OF APRIL 3, 2018

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 4

SUBJECT:

Resolve, Rescinding the Balance of the Connors School Project Bond Authorizations.

INFORMATION:

The School Superintendent is asking the City Council to rescind a prior bond authorization for a new school project. The project for the Robert V. Connors School came in under budget and therefore he is asking for the difference to be rescinded since it did not need to be borrowed. The Superintendent is asking the Council to rescind the authorization for these bonds .

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, Rescinding the Balance of the Connors School Project Bond Authorizations.



COUNCIL RESOLVE

Resolve, Rescinding the Balance of the Connor School Project Bond Authorizations.

Whereas, on June 20, 2017, the City Council approved issuing \$49,749,244 of General Obligation Bonds to construct and equip the Robert V. Connors School and the issuance of \$2,151,360 of General Obligation Bonds to expand the capacity of the gymnasium, fully air condition the building, and install an artificial turf surface; and

Whereas, the project bids came in well under budget, and the bonds were sold for the combined reduced amount of \$44,721,394; and

Whereas, the remaining combined authorization of \$7,179,210 is no longer needed and should be rescinded;

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

\$7,132,611 in authorized bonds for constructing and equipping the Robert V. Connors School and \$46,599 in authorized bonds to expand the capacity of the gymnasium, fully air condition the building, and install an artificial turf surface are hereby rescinded.

LEWISTON CITY COUNCIL

MEETING OF APRIL 3, 2018

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 5

SUBJECT:

Approval of the Election Warrant calling for a Special Municipal Election to be held on Tuesday, May 8, 2018 for the School Budget Validation Referendum and a Special School Referendum, and Recommendations from the City Clerk/Registrar of Voters on actions necessary to conduct said election.

INFORMATION: Under the Maine State Statutes, the municipal officers shall issue an election warrant calling for a municipal election. The City Clerk will be conducting a special city election on May 8, 2018 for the purpose of voting in the School Budget Validation Referendum and Special School Referendum. The special Referendum will be for authorization for the School to join a Regional Service Center with other school districts. Please see the attached letter from the School Superintendent for additional details.

Recommendations on election related issues:

- A. That the hours for acceptance of registrations in person only, prior to the May 8th election, as required by MRSA Title 21A, sec. 122, 6A(2), be set at 8:30am to 4:00pm, April 18 through May 7, 2018.
- B. That the names of those persons who register during the closed session for registration shall be recorded in accordance with MRSA Title 21A, sec. 122, subsec. 7B.
- C. Pursuant to Title 21A, sec 759(7), absentee ballots will be processed at the polling place at 7:00am and any and all remaining shall be processed at 8:00pm, if necessary.
- D. To appoint the City Clerk as the City's Election Warden and the Assistant City Clerk as the City's Ward Clerk, for the May 8 election.

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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Be It Ordered by the City Council that the Election Warrant be issued for the Special Municipal Election to be held on Tuesday, May 8, 2018 for the purpose of voting for the School Budget Validation Referendum and Special School Referendum, and to approve the following recommendations from the City Clerk/Registrar of Voters on actions necessary to conduct the Special Municipal Election:

- A. That the hours for acceptance of registrations in person only, prior to the May 8th election, as required by MRSA Title 21A, sec. 122, 6A(2), be set at 8:30am to 4:00pm, April 18 through May 7, 2018.
- B. That the names of those persons who register during the closed session for registration shall be recorded in accordance with MRSA Title 21A, sec. 122, subsec. 7B.
- C. Pursuant to Title 21A, sec 759(7), absentee ballots will be processed at the polling place at 7:00am and any and all remaining shall be processed at 8:00pm, if necessary.
- D. To appoint the City Clerk as the City's Election Warden and the Assistant City Clerk as the City's Ward Clerk, for the May 8 election.

WARRANT FOR SPECIAL MUNICIPAL ELECTION
CITY OF LEWISTON

County of Androscoggin, SS.

To Brian O'Malley, a constable of Lewiston, Maine: You are hereby required in the name of the State of Maine to notify the voters of the City of Lewiston of the election described in this warrant.

To all voters of the City of Lewiston: You are hereby notified that a Special Municipal Election in this municipality will be held on Tuesday, May 8, 2018, at the Longley Elementary School gymnasium, 145 Birch Street.

Said election being held for the purpose of voting on the School Budget Validation Referendum and a Special School Referendum.

BUDGET BALLOT:

Ballot Question One:

"Do you favor approving the Lewiston School Department's budget for the upcoming school year that was adopted by the Lewiston City Council?"

Ballot Question Two - Non-Binding:

"I find the school budget for the upcoming school year that was adopted by the City Council to be:

1) Too High; 2) Acceptable; 3) Too Low"

REFERENDUM BALLOT:

Ballot Question One:

"Do you approve Lewiston Public Schools joining a regional service center with other area school districts in order to improve educational efficiencies and preserve state subsidy, as set forth in an application to be approved by the Commissioner of the Maine Department of Education?"

The polls shall be opened at 7:00 a.m. and closed at 8:00 p.m.. Absentee ballots will be processed at the polls at 7:00 A.M. and 8:00 P.M., if necessary.

Dated at Lewiston, Maine on April 3, 2018.

ATTEST: _____
Kathleen M. Montejo, City Clerk

LEWISTON PUBLIC SCHOOLS



36 Oak Street
Lewiston, ME 04240
www.lewistonpublicschools.org
TDD: 207-795-4100
FAX: 207-795-4177

Administration: 207-795-4100
Business: 207-795-4104
Curriculum: 207-795-4103
ELL Program: 207-795-4105
Maintenance: 207-795-4107
Nutrition: 207-795-4106
Payroll: 207-795-4109
Special Education: 207-795-4108
Technology: 207-753-6416

March 29, 2018

Kathleen Montejo
City Clerk
City of Lewiston
27 Pine Street
Lewiston, ME 04240

Dear Kathy,

This letter is to confirm that on March 19, 2018 the Lewiston School Committee approved in a 1st read a regional service center agreement that under state law requires the approval of Lewiston voters. The 2nd read will take place in the School Committee meeting now scheduled for Monday, April 2, 2018, prior to the April 3rd City Council meeting.

Our intent is to be able to bring this to voters during the budget validation referendum scheduled for May 8, 2018, and we request that the City Council set this election date at your April 3, 2018 meeting. As you have noted, a May 8th vote will be much less costly then proceeding on June 12th, the statewide Election Day because of the additional costs for voting machine ballots required for that day.

The ballot question as provided by our attorney, Dan Stockford, should read as follows:

Do you approve Lewiston Public Schools joining a regional service center with other area school districts in order to improve educational efficiencies and preserve state subsidy, as set forth in an application to be approved by the Commissioner of the Maine Department of Education?

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink that reads "Bill Webster". The signature is written in a cursive, flowing style.

William Webster, Jr.
Superintendent

LEWISTON CITY COUNCIL
MEETING OF APRIL 3, 2018

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 6

SUBJECT: Order, Authorizing the Mayor to Execute Amendment Number Eight 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, February 2013, and December 2013, August 2015, December 2015, August 2016, and June 2017. The agreement is scheduled to expire on June 30, 2018. The attached Order would authorize the Mayor to execute an amendment to that contract to extend its term to June 30, 2019. All other terms and conditions will remain unchanged.

A copy of the amendment is attached.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

This is the annual employee agreement between the City and the City Administrator.

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 eight to the employment agreement between the City of Lewiston and Edward A. Barrett.



COUNCIL ORDER

Order, Authorizing the Mayor to Execute the Eight 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, the Council wishes to adjust extend the term of the agreement until June 30, 2019 under the existing terms and conditions;

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

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

**EIGHTH 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 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 3rd day of April, 2018.

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, 2019, unless otherwise terminated pursuant to the terms of this Agreement. The parties may extend this Agreement by mutual written agreement.

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

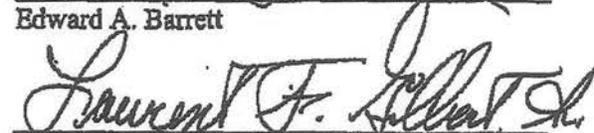
Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice or may be hand-delivered to the recipient. Notice shall be deemed given as of the date of personal service or three (3) days after the date of deposit of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

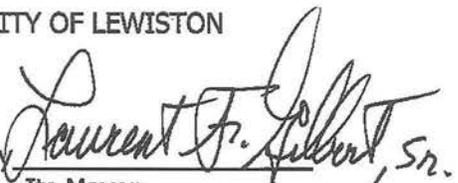
Administrator may also participate in the City's Retirement Health Savings (RHS) Program and shall be permitted to transfer a maximum of five (5) vacation days per year to an RHS account.

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.


Witness


Witness

CITY OF LEWISTON

By 
Its Mayor

By 
Edward A. Barrett

**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:

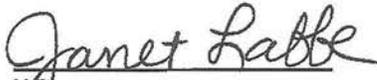
A. This Agreement shall remain in effect beginning January 11, 2010 and ending June 30, 2016, unless otherwise terminated pursuant to the terms of this Agreement. The parties may extend this Agreement by mutual written agreement.

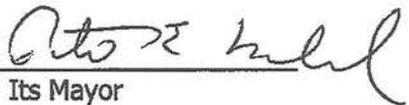
2. Section 3. Compensation, Subsection A is amended as follows:

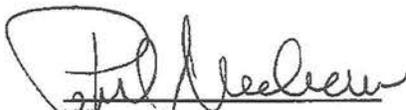
A. Base Salary: The City agrees to pay the Administrator an annual base salary of one hundred and nineteen thousand five hundred and three dollars (\$119,503) effective with the pay check issued January 2, 2013, payable in installments in accordance with the City's usual payroll practices and procedures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

THIRD 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 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 17th day of December, 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, 2018 unless otherwise terminated pursuant to the terms of this Agreement. The parties may extend this Agreement by mutual written agreement.

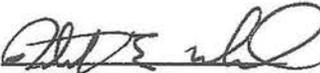
2. Section 3. Compensation, Subsection A is amended as follows:

- 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) payable in installments in accordance with the City's usual payroll practices and procedures for management employees. Should the City's non-unionized employees receive a salary adjustment during the City's Fiscal Year 2014, the Administrator shall receive the same percentage adjustment in his base salary, such adjustment to be effective at the same date as the adjustment for other non-unionized personnel.

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.


Witness

CITY OF LEWISTON

By 
Its Mayor


Witness

By 
Edward A. Barrett

**FOURTH 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 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 11th day of August, 2015.

1. 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 twenty-one thousand two hundred and ninety dollars (\$121,290) payable in installments in accordance with the City's usual payroll practices and procedures for management employees. The City Administrator shall receive the same percentage adjustment in his base salary as the City's non-unionized employees received during the City's Fiscal Year 2015, such adjustment to be retroactive to payroll checks issued on January 7, 2015, the same retroactive date used for the non-union adjustment.

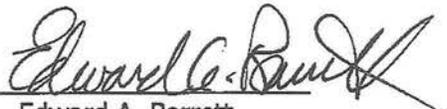
IN WITNESS WHEREOF, the City of Lewiston has caused this agreement to be signed and executed in its behalf by its Mayor, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.


Witness

CITY OF LEWISTON

By 
Its Mayor


Witness

By 
Edward A. Barrett

FIFTH 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 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 15th day of December, 2015.

1. Section 4. Compensation, Subsection A is amended as follows:

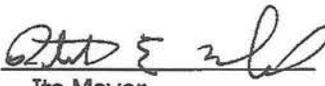
- A. Base Salary: The City agrees to pay the Administrator an annual base salary of one hundred twenty-four thousand nine hundred and fifty-six dollars (\$124,956) payable in installments in accordance with the City's usual payroll practices and procedures for management employees. The City Administrator shall receive the same percentage adjustment in his base salary as the City's non-unionized employees received during the City's Fiscal Year 2016, such adjustment to be retroactive to payroll checks issued on July 1, 2015, the same retroactive date used for the non-union adjustment.

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.


Witness


Witness

CITY OF LEWISTON

By 
Its Mayor

By 
Edward A. Barrett

SIXTH 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 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 9th day of August, 2016.

1. Section 4. Compensation, Subsection A is amended as follows:

- A. Base Salary: The City agrees to pay the Administrator an annual base salary of one hundred twenty-seven thousand four hundred and fifty-five dollars (\$127,455) payable in installments in accordance with the City's usual payroll practices and procedures for management employees. The City Administrator shall receive the same percentage adjustment in his base salary as the City's non-unionized employees received during the City's Fiscal Year 2017, such adjustment to be retroactive to payroll checks issued on July 6, 2015, the same retroactive date used for the non-union adjustment.

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

SEVENTH 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 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 2-20th day of June, 2017.

1. Section 4. Compensation, Subsection A is amended as follows:

- A. Base Salary: The City agrees to pay the Administrator an annual base salary of one hundred twenty-seven thousand four hundred and fifty-five dollars (\$127,455) payable in installments in accordance with the City's usual payroll practices and procedures for management employees. Employer agrees to handle future cost of living increases in the same fashion as such increases are handled for other non-union 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

LEWISTON CITY COUNCIL
MEETING OF APRIL 3, 2018

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 7

SUBJECT:

Executive Session to review application submitted under Title 36, section 841 (2)

INFORMATION:

The Maine State Statutes, Title 1, section 405, define the permissible grounds and subject matters of executive sessions for public meetings. The City Council shall meet in executive session to review an application submitted under Title 36, section 841 (2).

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

Entering into executive session is permitted and defined under Maine State Statutes.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To enter into executive session to review an application submitted under M.R.S.A., Title 36, section 841 (2).

LEWISTON CITY COUNCIL
MEETING OF APRIL 3, 2018

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 8

SUBJECT:

Request for Abatement of Property Taxes for application submitted under Title 36, section 841 (2).

INFORMATION:

Since applications and supporting material submitted under Title 36, section 841 (2) are confidential by state statutes, the Council has received this material separately in executive session.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator reserves comment on this matter until the Council meeting.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve (or to deny) a (partial or full) abatement in the amount of _____ of property taxes for years _____, for Case Number 2018-01; said application submitted under M.R.S.A., Title 36, section 841 (2).

(Complete motion to be determined as a result of the executive session hearing.)

LEWISTON CITY COUNCIL
MEETING OF APRIL 3, 2018

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 11

SUBJECT:

Executive Session pursuant to MRSA Title 1, section 405(6)(A) to discuss a personnel matter.

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:

Entering into executive session is permitted and defined under Maine State Statutes.

EVAB/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)(A) to discuss a personnel matter.