

**LEWISTON CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
JANUARY 22, 2019**

6:00 p.m. Workshop

- A. Presentation of Annual Audit
- B. Update on Choice Neighborhood Planning and Implementation

7:00 p.m. Regular Meeting

Pledge of Allegiance to the Flag

Mayoral Proclamation recognizing the Italian Bakery

Update from Lewiston Youth Advisory Council

Acceptance of the minutes of the January 8, 2019 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 2.

REGULAR BUSINESS:

1. Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for The Cage, 97 Ash Street.
2. Resolve, Adopting an Updated and Amended Purchasing Policy.
3. Resolve, Approving an Extension of the agreement with LWS Development for the Purchase and Sale of Real Estate at 188 Lincoln Street.
4. Order, Authorizing the Mayor to execute Amendment Number Nine to the Employee Agreement between the City of Lewiston and Edward A. Barrett.
5. Appointments to Board of Library Trustees.
6. Appointments to the Voter Registration Appeals Board.
7. Order, Authorizing execution of a Municipal Quitclaim Deed for real estate located at 938 Sabattus Street.
8. Reports and Updates.
 - Sabattus Street Fire Station update
9. Any other City Business Councilors or others may have relating to Lewiston City Government.
10. Executive Session regarding consultation with City Attorney.

LEWISTON CITY COUNCIL
WORKSHOP AGENDA
TUESDAY, JANUARY 22, 2019
6:00 PM

1. Presentation of Annual Audit

The City's outside audit firm, RHR Smith, will be present to present the City's audit for the fiscal year ending June 30, 2018. A copy of the audit and summary information have been separately provided.

2. Update on Choice Neighborhood Planning and Implementation Grant

Misty Parker of the economic development department will be updating the Council on the progress of the City's Choice Neighborhood Planning and Implementation Grant. See the attached memo.

EXECUTIVE SESSION
IMMEDIATELY FOLLOWING THE REGULAR MEETING

1. Executive Session – Consultation with the City Attorney on a Legal Issue.

CITY OF LEWISTON

FINANCIAL OVERVIEW

Presented by:
 Ron Smith
RHR SMITH & COMPANY

Recently, the City of Lewiston completed the financial audit process. The School Department is part of the City and has been included in the City's financial statements. We are pleased to report that the City received an unmodified opinion, which means the financial statements are fairly stated in all material respects.

Further, the City reported no significant deficiencies or material weaknesses related to its internal controls. The remainder of this publication is dedicated to providing you with the financial results for fiscal year 2018.

Finally, we wish to express our appreciation to Heather Hunter and to all the members of her staff who were so helpful to us during the audit process.

Review

2. General Fund – Revenues
3. General Fund – Expenditures
6. General Fund – Equity
4. Fund Balance Analysis – City and School, FY 2009 – 2018
6. Unassigned Fund Balance as a Percentage of Budget
7. Workers' Compensation Reserve
8. Debt per capita as compared to other communities



This presentation is intended as a tool to assist the City of Lewiston's Council and management in understanding its financial operating results. The information contained in this publication should be read in conjunction with the audited financial statements and related disclosures and should not be used for any other purposes without the expressed consent of RHR SMITH & COMPANY.

CITY OF LEWISTON

GENERAL FUND – REVENUES

	Budget	Actual	Variance
Real estate taxes	\$54,676,799	\$54,716,466	\$39,667
Excise taxes	4,245,600	4,993,077	747,477
Licenses and permits	362,649	492,010	129,361
Intergovernmental	58,226,289	58,164,208	(62,081)
Charges for services	1,104,925	1,336,459	231,534
Fines	172,000	210,518	38,118
Interest, rents and royalties	1,495,082	1,699,982	204,900
Miscellaneous	101,850	264,436	163,586
Total revenues	120,385,594	121,878,156	1,492,562
Transfers in	25,000	723,718	698,718
Total revenues and other financing sources	\$120,410,594	\$122,601,874	\$2,191,280

CITY OF LEWISTON

GENERAL FUND – Expenditures

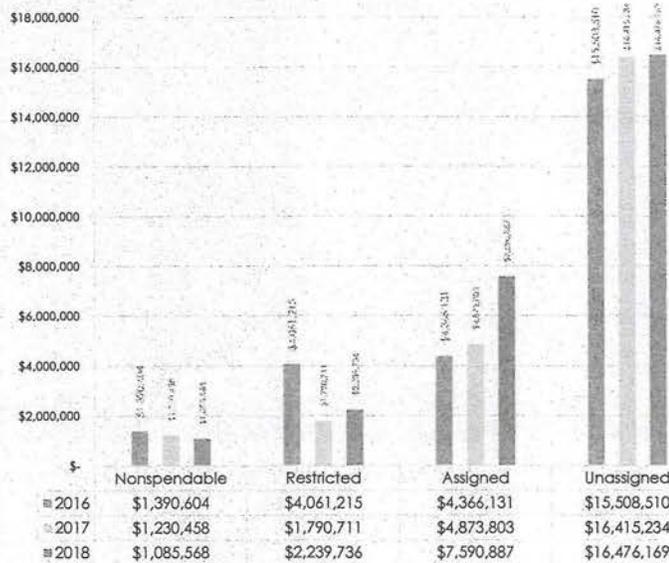
	Budget	Actual	Variance
General government	\$4,134,652	\$4,036,943	\$97,709
Public safety	14,754,556	14,436,710	317,846
Public works	10,129,455	9,997,036	132,416
Human services	1,186,714	875,746	310,968
Recreation	623,450	593,024	30,426
Library	1,324,542	1,295,732	28,810
Intergovernmental	4,506,109	4,506,272	(163)
Education	68,252,045	67,690,073	561,972
Miscellaneous	7,220,863	6,894,095	326,768
Total expenditures	112,132,386	110,325,634	1,806,752
Transfers out	14,113,678	14,113,678	10,183
Total expenditures and other financing uses	\$126,246,064	\$124,439,312	\$1,816,935

Actual expenditures include encumbrances of approximately \$4.9 million for approved FY 2018 capital purchases that have not yet taken place. Once encumbrances are removed, the City has expenditures and transfers out below budget of \$6.706M.

3

CITY OF LEWISTON

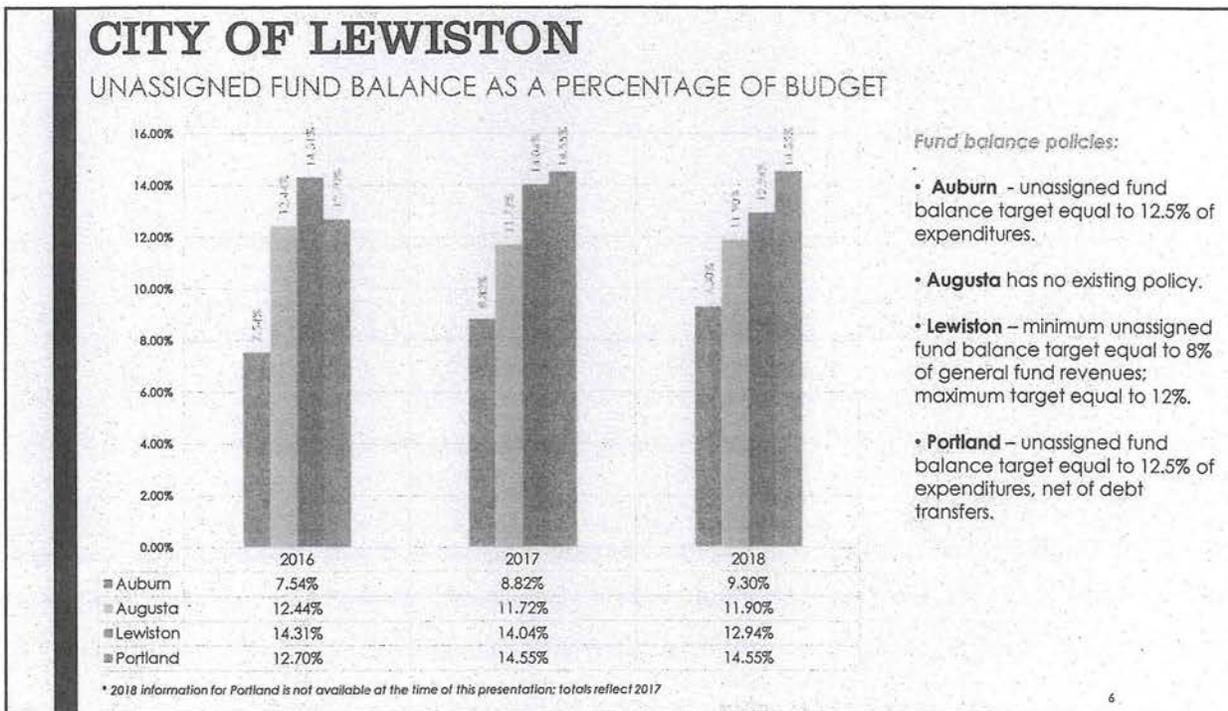
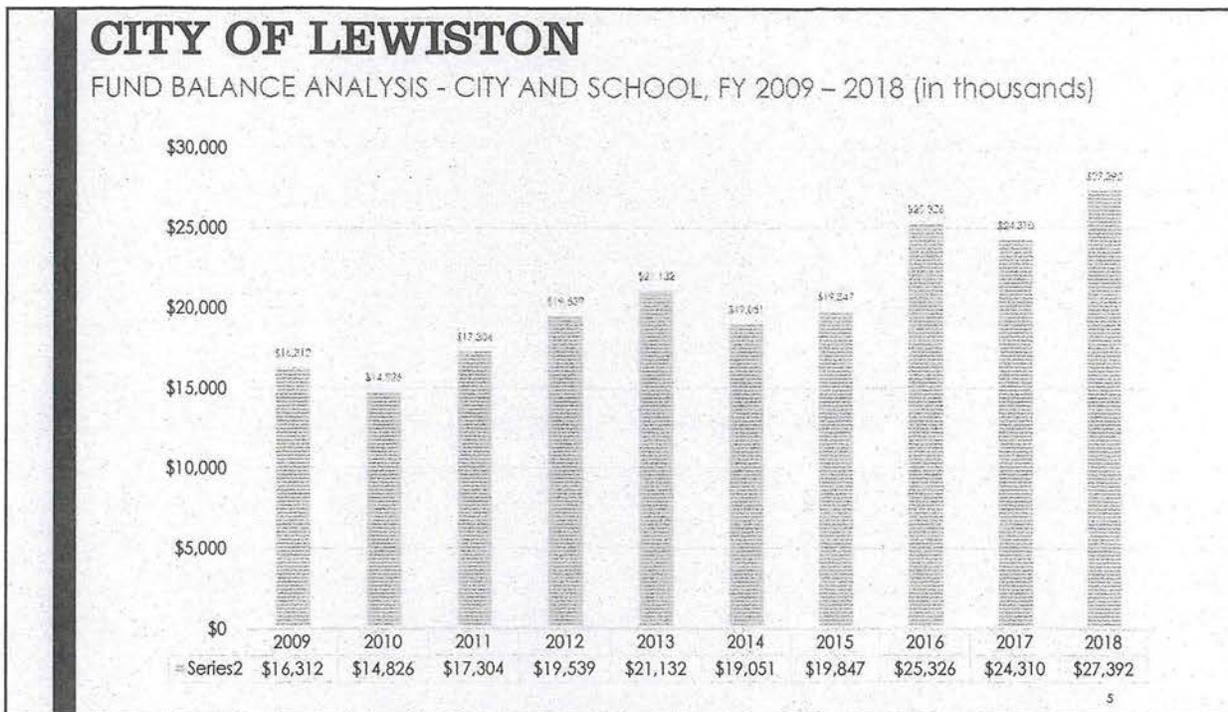
GENERAL FUND – EQUITY

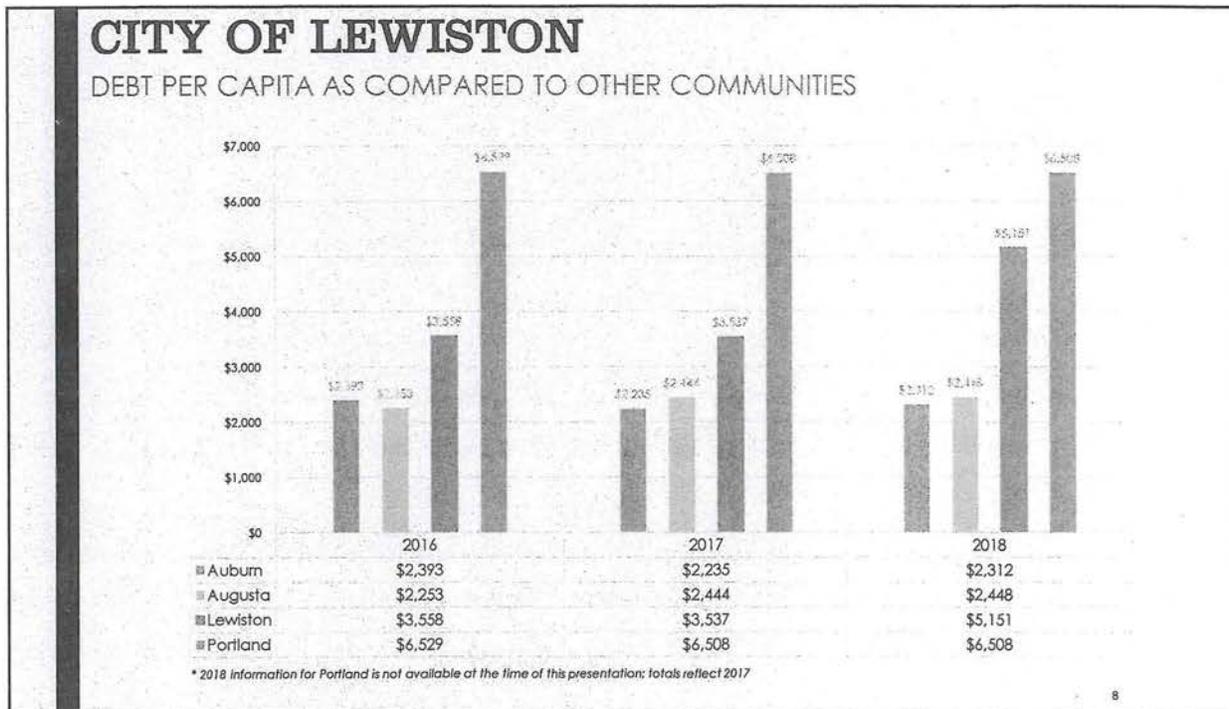
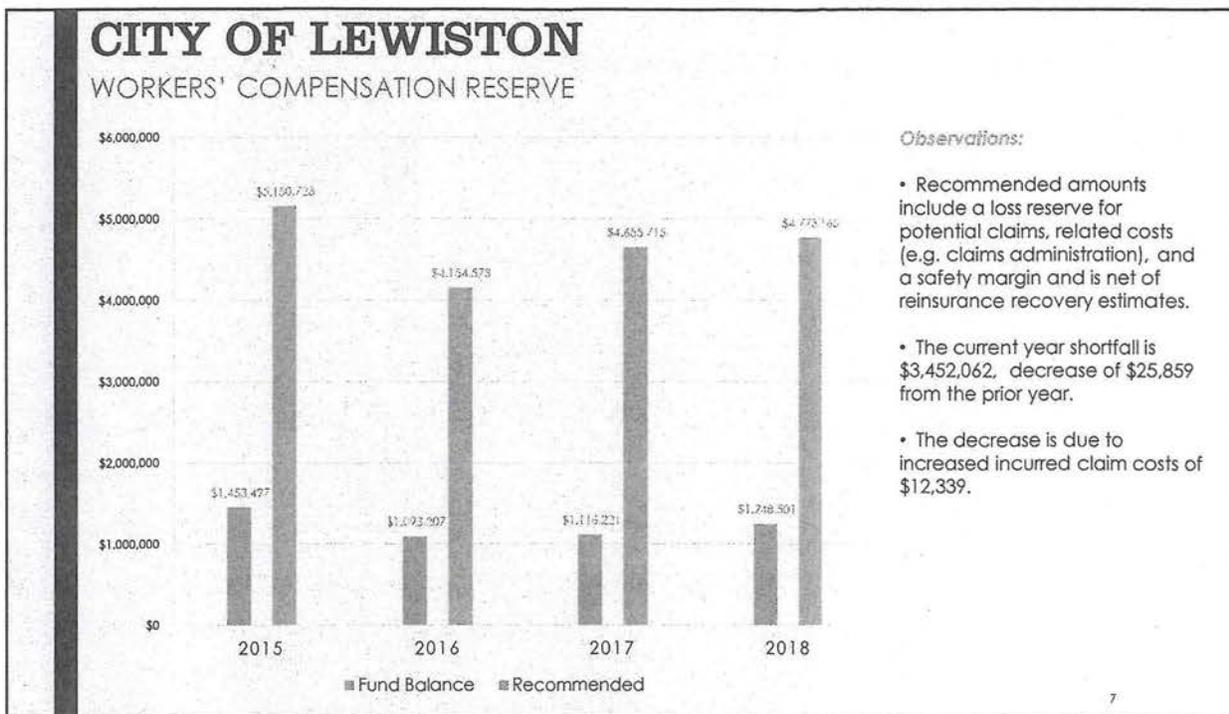


Observations:

- **Nonspendable fund balance** includes prepaid expenditures, inventory and a long-term note receivable.
- **Restricted fund balance** is equal to the School Department's general fund fund balance.
- **Assigned fund balance** includes amounts set aside for asset acquisition, future workers' compensation and unemployment claims, compensated absences, and encumbrances.
- **Total fund balance** increased 3.08 million from the prior fiscal year.

4





Economic and Community Development

Misty Parker

Economic Development Manager



To: Honorable Mayor and Members of the City Council
From: Misty Parker
RE: Choice Neighborhood Initiative Update
Date: January 16, 2019

Last spring the U.S. Department of Housing and Urban Development (HUD) awarded a total of nearly \$5 million to six communities to help create plans to redevelop severely distressed HUD assisted housing and revitalize neighborhoods. Funded through HUD's *Choice Neighborhoods Initiative*, these grants will help communities develop comprehensive, homegrown plans to revitalize and transform these neighborhoods. The City of Lewiston, in partnership with Community Concepts, Inc as Co-applicant, were awarded a \$1.3 million Choice Neighborhood Planning and Action grant. Only two other cities, Los Angeles and Philadelphia, received this level of funding. Of this funding, \$950,000 is reserved for action activities to begin implementing the plan.

HUD's Choice Neighborhoods Initiative promotes a comprehensive approach to transforming neighborhoods struggling to address the interconnected challenges of distressed housing, inadequate schools, poor health, high crime, and lack of capital. Choice Neighborhoods is focused on three core goals:

- **Housing:** Replace distressed public and assisted housing with high-quality mixed-income housing that is well-managed and responsive to the needs of the surrounding neighborhood.
- **People:** Improve outcomes of households living in the target housing related to employment and income, health, and children's education; and
- **Neighborhood:** Create the conditions necessary for public and private reinvestment in distressed neighborhoods to offer the kinds of amenities and assets, including safety, good schools, and commercial activity, that are important to families' choices about their community.

Through the Choice Neighborhoods planning process, local governments, housing authorities, residents, nonprofits, private developers, school districts, police departments, and other civic organizations create a common vision and develop effective strategies to revitalize the neighborhood. The resulting plan lays the foundation for revitalizing the distressed public and/or assisted housing units, transforming the surrounding neighborhood, and promoting opportunities for families. Lewiston will start by focusing on the redevelopment of Maple Knoll,

the qualifying distressed public assisted housing development in our neighborhood, and plan outward to revitalize the area.

The City of Lewiston and Community Concepts Inc partnered with Healthy Neighborhoods, a group of community focused people committed to transforming the Tree Street neighborhood, to help govern the planning process. Healthy Neighborhoods is working every day in the tree streets to engage residents in transforming the neighborhood and ensure residents' voices are being heard.

The planning process is now halfway complete, with a majority of the work this past summer focused on establishing an existing conditions assessment and listening and learning from residents through strategic public outreach. This workshop will provide an update on the opportunity the Choice Neighborhood program provides for the tree street neighborhood, where we are in the planning process, and next steps.

LEWISTON CITY COUNCIL

MEETING OF JANUARY 22, 2019

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 1

SUBJECT:

Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for The Cage, 97 Ash Street.

INFORMATION:

We have received a renewal application for a Special Amusement Permit for Live Entertainment from The Cage, 97 Ash 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.

ERB/kmn

REQUESTED ACTION:

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To grant a Special Amusement Permit for Live Entertainment to The Cage, 97 Ash Street.

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

Date of Application: 1-15-19

Expiration Date: 2-16-2020

- Class A - \$125.00 - restaurants with entertainment, which **does not have dancing**
- Class B - \$125.00 - lounges/bars with entertainment, which **does not have dancing**
- Class C - \$150.00 - either restaurants or lounges/bars with entertainment, including dancing
- Class D - \$150.00 - function halls with entertainment, including dancing
- Class E - \$150.00 - dance hall or nightclub that admits persons under the age of 21
- Class F - \$150.00 - "chem-free" dance hall or nightclub for patrons aged 18 yrs and older, with no liquor

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

****PLEASE PRINT****

Business Name: The Cage Business Phone: 207-783-0668

Location Address: 97 Ash St. Lewiston, Maine 04240

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

Mailing Address: 97 Ash St. Lewiston, Maine 04240

Email address: _____

Contact Person: Randy Collins Phone: 207-576-3668

Owner of Business: The Cage Inc. Date of Birth: _____

Address of Owner: 97 Ash St. Lewiston, Maine

Manager of Establishment: Randy Collins Date of Birth: 2-24-52

Owner of Premises (landlord): ROP Inc.

Address of Premises Owner: 97 Ash St. Lewiston, Maine

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): _____

Same As Above

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: _____

CORPORATION APPLICANTS: *Please attach a list of all principal officers, date of birth & town of residence*

Corporation Name: The Cage Inc

Corporation Mailing Address: 97 Ash St. Lewiston, Maine 04240

Contact Person: Randy Collins Phone: 576-3668

Do you permit dancing on premises? Yes No (If yes, you must first obtain a dance hall permit from the State Fire Marshall's Office) If yes, do you permit dancing or entertainment after 1:00 AM? Yes No

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? 1000 Ft

Please describe the type of proposed entertainment:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> dancing | <input type="checkbox"/> stand up comedian | <input type="checkbox"/> piano player |
| <input type="checkbox"/> music by DJ | <input type="checkbox"/> karaoke | <input type="checkbox"/> other, please list _____ |
| <input type="checkbox"/> live band/singers | <input type="checkbox"/> magician | <input type="checkbox"/> other, please list _____ |

If new applicant, what is your opening date?: _____

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto.

I/We hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We hereby waive any rights to privacy with respect thereto.

Signature: Randy J. Collins Title: President Date: 1-15-19

Printed Name: Randy J. Collins

Hearing Date: 1/22/19



POLICE DEPARTMENT

Brian O'Malley
Chief of Police



TO: Kelly Brooks, Deputy City Clerk

FR: Lt. David St.Pierre, Support Services

DT: December 04, 2018

RE: Liquor License/*Special Amusement Permit – **The Cage**

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

The Cage
97 Ash St., Lewiston, Maine



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 JANUARY 22, 2019

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 2

SUBJECT: Resolve, Adopting an Updated and Amended Purchasing Policy.

INFORMATION: The federal government has changed certain regulations governing purchases that involve federal funds. As a result, revisions to our purchasing policy are required for compliance. There were two changes to the policy that were not federally mandated. The first is in 3.5.2.2. The former version assumed that all architect, engineering, and consulting services would involve Public Works' projects. This is not always the. When non-Public Works projects have been involved in the past, we have had to come to the Council for approval to vary the review committee from the membership required by the current policy. This section now includes the flexibility for other department heads, staff, community members, and such to be recommended by the City Administrator and appointed by the Finance Committee to serve on various selection committees.

The last change is the removal of section 3.10 in its entirety (that section is attached for your convenience). It was deemed by the Finance Committee that this is a Purchasing Policy and this section does not relate to purchasing, but to the disposition of assets.

A number of other, non-substantive, changes have been made to improve readability.

These changes have been reviewed and are recommended by the Finance Committee.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.



REQUESTED ACTION:

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To approve the proposed amendments to the City's Purchasing Policy, City Policy Manual 46, as recommended by the City Administrator and the Finance Director.



Finance Department

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



TO: Mayor Shane D. Bouchard
And Members of the City Council

FROM: Heather Hunter, Finance Director

SUBJECT: **Amended Purchasing Policy**

DATE: January 14, 2019

Changes made at the Federal level to procurement regulations required when federal funds are used necessitate amending the City's Purchasing Policy. Given the number of iterations these changes required to ensure Federal compliance, I regret that there is not one sole "tracked changes" version easily illustrating the differences. I've attached the recently approved Finance Committee version with verbiage underlined to highlight the federally required insertions. Although there may have been additional minor changes to the policy to assist in readability, there were no substantive changes to the monetary thresholds needed for Finance Committee approval.

There were two changes to the policy that were not federally mandated. The first change is in 3.5.2.2. The former version assumed that all architect, engineering, and consulting services would involve Public Works' projects. This is not always the case as we prepare to solicit consulting assistance on land-use issues and marketing services. When non-Public Works projects have been involved in the past, we have had to come to the Council for approval to vary the review committee from the membership required by the current policy. This section now includes the flexibility for other department heads, staff, community members, and such to be recommended by the City Administrator and appointed by the Finance Committee to serve on various selection committees.

The last change I wish to highlight is the removal of section 3.10 in its entirety (that section is attached for your convenience). It was deemed by the Finance Committee that this is a Purchasing Policy and this section does not relate to purchasing, but to the disposition of assets.

Please feel free to contact me if you should have any questions or concerns regarding the policy amendment.



COUNCIL RESOLVE

Resolve, Adopting an Updated and Amended Purchasing Policy.

Whereas, the federal government has recently made some changes to its requirement for purchasing goods and service when federal funds are involved; and

Whereas, as a result, it is necessary to modify our purchasing policy in order to come into compliance; and

Whereas, in addition, other changes and updates to the policy have also been recommended by the Finance Committee;

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

The attached updated and amended purchasing policy is hereby adopted.

Sec. 1 PURCHASING POLICY ESTABLISHED: In accordance with provisions of the Charter and Code of Ordinances of the City of Lewiston, Maine, the Finance Committee, with the approval of the City Council, hereby establishes this Purchasing Policy to set forth the duties and responsibilities of the Finance Director or his/her designee and establishes purchasing procedures.

Sec. 2 DEFINITIONS: For the purpose of this policy, the following terms, phrases, words and derivations shall have the meaning given herein unless the context in which they are used clearly requires a different meaning.

2.1 PURCHASING: Purchasing includes purchasing, renting, leasing or otherwise obtaining supplies or services.

2.2 SUPPLIES: Supplies shall mean and include all supplies, materials and equipment.

2.3 SERVICES: Services shall mean and include all laundry and cleaning service, insurance, leases or rentals of all grounds, buildings, offices, space or equipment required by the using agency, or leased or rented by the City to others, the repair or maintenance of real property owned by, or the responsibility of the City, infrastructure repair, replacement or construction, building construction, building repair or renovation.

2.4 USING AGENCY: Using agency shall mean any department, division, agency, committee or other units in the City government excluding self-governed joint entities, using supplies or procuring services.

2.5 RESPONSIVE: Bid is submitted in the required format and with the appropriate bid security when required by the bid documents.

2.6 RESPONSIBLE BIDDER: Bidder has the ability and resources to perform the work called for in the bid documents. Further defined in Section 3.1.6.1 Lowest Responsible Bidder.

2.7 PUBLIC EXIGENCY: Sudden and unexpected happening requiring immediate attention.

2.8 NON-FEDERAL ENTITY: 2CFR 200.69 Means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or sub-recipient.

2.9 RECIPIENT: 2 CFR 200.86 Means a non-federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program.

2.10 PASS THROUGH ENTITY: 2 CFR 200.74 Means a non-Federal entity that provides a sub-award to a sub-recipient to carry out part of a federal program.

Sec. 3 PURCHASING PROCEDURES: The Finance Director or his/her designee shall be responsible to supervise the purchase or contracting of all supplies and contractual services requisitioned by any City Department or its divisions in accordance with purchasing procedures prescribed herein.

- 3.1 FORMAL COMPETITIVE BIDS:** All supplies and contractual services except as otherwise provided herein, when the estimated cost thereof shall exceed ten thousand dollars (\$10,000), shall be purchased by formal competitive bids from the lowest responsible bidder, after due notice inviting proposals.
- 3.1.1 PREPARATION:** Preparation of the invitation for bids shall describe the requirements of the City clearly, accurately, and completely, but avoid unnecessarily restrictive specifications or requirements which might unduly limit the number of bidders. For Federally funded construction projects, an independent cost or price analysis must be performed with each procurement action, including each contract modification, where the cumulative amount of the original contract modifications exceeded the Simplified Acquisition Threshold (currently set at \$150,000). All responding bidders, regardless of monetary threshold, must provide their DUNS number in order to be considered a responsible bidder and such language must be included in request for proposal language.
- 3.1.2 NOTICES:** Notices inviting bids shall be prominently displayed on a public bulletin board in the City building, on the City's website "Bid Specs and Awards" page, and shall be made available on request to news media. When deemed appropriate, or otherwise required, the Finance Director or designee shall place an advertisement in a local newspaper of general circulation in Lewiston and other newspapers or publications.
- 3.1.2.1 SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:**
All necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are included in all bid notifications shall be made. Further, bid specifications shall require language requiring the same affirmative steps of contractors who subcontract.
- 3.1.3 BID DEPOSITS:** Bid bonds will be required on all construction projects when the estimated value of work to be done exceeds \$50,000 or when deemed necessary by the Finance Director or designee or required by federal regulations, and that said bid deposits shall be prescribed in the public notice inviting bids. Bid deposits shall be a minimum of ten (10%) percent for bids under \$500,000. Surety of the unsuccessful bidders shall be returned by the Director after the bid has been awarded. A successful bidder shall forfeit any surety required by the Director upon failure of bidder to enter into a contract within ten (10) days after the award.
- 3.1.4 PERFORMANCE AND PAYMENT BONDS:** When the estimated value of work to be done is in excess of \$100,000 or, when deemed necessary by the Finance Director or designee, a 100% performance bond and payment bond will be required and shall be prescribed in the public notice inviting bids or proposals.
- 3.1.5 BID OPENING PROCEDURE:** Bids shall be submitted to the Director and shall be identified as bids on the envelope. Openings shall be in public at the time and place stated in the public notices. A record shall be kept by the Director of all bids submitted and such record shall be open to public inspection during regular business hours.

3.1.6 AWARDS OF CONTRACT: Upon recommendation of the Director, all formal bids shall be awarded by the Finance Committee.

3.1.6.1 LOWEST RESPONSIBLE BIDDER: Contracts shall be awarded to the lowest responsible bidder. In addition to price, the following shall be considered in determining the lowest responsible bidder:

- 1.) The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- 2.) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- 3.) The character, integrity, reputation, judgement, experience and efficiency of the bidder;
- 4.) The quality of performance of previous contracts or services;
- 5.) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- 6.) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services;
- 7.) The quality, availability and adaptability of the supplies or contractual services to the particular use required;
- 8.) The ability of the bidder to provide maintenance and service for the use of the subject of the contract; and
- 9.) The number and the scope of conditions attached to the bid.

When federally funded bids contain a variety of criteria to be evaluated, the selection process should include a matrix ranking the criteria by weight of importance. Evaluation and ranking criteria must be included in the RFP to prospective bidders

Prior to the award of any Federal funded bids, the Director's designee will check www.SAM.gov to confirm that the low bidder is not on the federal debarred or ineligible contractors list. Ineligible or debarred bidders cannot be awarded federally funded project contracts.

3.1.6.2 AWARD TO OTHER THAN LOW BIDDER: When the award is not given to the lowest bidder, a statement of reasons for placing the bid elsewhere shall be prepared and filed with the papers relating to the transaction.

3.1.6.3 PREFERENTIAL TREATMENT: Local vendors shall only be granted preferential treatment when all bids received are for the same total amount or on a unit cost basis reflect the same pricing with quality and service being equal.

3.1.6.4 TIE BIDS:

- A. Non-Federal funded bids: if all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded first to a local bidder and second to an in-state bidder. If neither of the above applies, the contract shall be awarded to one of the tie bidders by drawing lots in public.
- B. Federal funded bids: If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded first to any identified local disadvantaged local business and, if none, then by public drawing of lots to decide who receives the bid award.

- 3.1.6.5 REJECTION OF BIDS:** The Finance Committee, upon recommendation of the Director or designee, shall have the authority to reject any and all bids when bids are deemed non-responsive, token, collusive or otherwise non-acceptable, and such action is in the best interest of the City.
- 3.1.6.6 CONFLICT OF INTEREST:** Each bidder is required to state in his/her proposal his/her name and place of residence and the names of all persons or parties interested as principals with him/her, and that the proposal is made without any connection with any other bidder making any proposal for the same work, and that no person acting for, appointed by, or employed by the City of Lewiston is directly or indirectly interested in the proposal or in any contract which may be entered into to which the proposal relates, or in any portion of the profits therefrom, except as provided by the City Charter. A statement of conflict or non-conflict should accompany all bids.
- 3.2 EMERGENCIES:** When the public exigency will not permit the time necessary to advertise and seek responsive bids, the City Administrator, acting with the advice of the Director, may authorize immediate negotiated purchases of supplies or services necessary to protect the best interest of the City. Awards done as emergencies shall be documented and forwarded to the Finance Committee.
- 3.3 FORMAL COMPETITIVE BIDS IMPRACTICAL:** Services for which it is impractical or impossible to obtain competition because of the specialized and professional nature of these services, their purchase shall be effected in accordance with the procedures set forth.
- 3.3.1 "WAIVER OF COMPETITION":** Waivers may be authorized by the Finance Committee when the services or items are:
- 1.) A single source item;
 - 2.) Must meet compatibility requirements with existing equipment owned by the City or by a contracted third party;
 - 3.) A specialized service with only one vendor available; or
 - 4.) A product or service is unique and easily established as one of a kind.
 - 5.) A public exigency or emergency for the requirement did not permit a delay resulting from competitive solicitation
 - 6.) The Federal Agency awarding the grant or pass through federal entity expressly authorized noncompetitive proposals in response to a written request from the non-federal entity.
- 3.3.2 "DOCUMENTATION":** The Director or his/her designee will document such waiver in as much detail as possible to show justification for each waiver.
- 3.3.3 "AUTHORIZATION":** After review of criteria and of documentation, the Finance Committee may authorize a waiver of competition.
- 3.3.4 FEDERAL GRANT SUB-RECIPIENT DESIGNATION:** For projects to be paid for in whole or in part with Federal Grant funds where a specific entity is being considered, staff must make a determination between Federal Grant sub-recipient and Contractor (vendor) status using the Federal Governments resources. Sub-recipient designated entities are prohibited from also being awarded a contract for the same grant they were designated sub-recipient status.

The Director or designee shall document any sub-recipient designations for services to be communicated to the Finance Committee.

- 3.4 NEGOTIATION PROCEDURES AND POLICIES:** Negotiated procurements shall be a competitive basis to the maximum practical extent. Whenever supplies or services are procured by negotiation, price quotation or other evidence of reasonable prices and other vital matters deemed necessary by the Director/designee shall be solicited from the maximum number of qualified sources of supplies or services, consistent with the nature of and requirements for the supplies or services to be purchased, in accordance with the basic policies set forth below.
- 3.4.1 DECENTRALIZED PURCHASES:** At the discretion of, and subject to, the review and approval of the Director/designee, department heads or their authorized representatives may make purchases in amounts not to exceed \$1,000. The Director shall issue such rules and regulations and prescribe such forms as deemed necessary to control such purchases. The Director/designee may also permit exceeding this monetary limitation in those instances where price, terms, conditions and/or contractors have been predetermined by establishing open-end (estimated requirement type) contracts.
- 3.4.2 PURCHASING CARD PROGRAM:** Upon the recommendation of a department head, and subject to, the review and approval of the Director, department employees may make purchases using a City of Lewiston purchasing card. The amount of any one purchase shall not exceed \$1,000 per transaction. The Director shall issue such rules and regulations and may prescribe such forms as deemed necessary to control such purchases. The purchasing card shall be used for the sole benefit of the City of Lewiston.
- 3.4.3 PURCHASES - NOT TO EXCEED \$2,000:** When the Director or designee considers prices to be fair and reasonable and the total amount of a purchase does not exceed \$2,000, procedures and documentation will be simplified to the maximum degree possible. The Director/designee shall establish such rules of procedure for such purchase as necessary to insure against abuse of the public's best interest. Note: Staff will continue to monitor transaction activity to ensure compliance.
- 3.4.4 PURCHASES - \$2,000 - \$10,000:** Negotiated purchases exceeding \$2,000 but not exceeding \$10,000 in total cost will be supported by a record of price quotation from at least three (3) competitive sources or adequate explanations justifying the absence of such competition. Such quotation may be obtained in writing, verbally, or by such other means as may be prescribed by the Director or his/her designee as appropriate to the circumstances.
- 3.5 AUDITING, ARCHITECT, ENGINEER, AND CONSULTANT SERVICES - POLICY AND PROCEDURES:** It is the policy of the City to publicly announce all requirements for such services and to award contracts on the basis of demonstrated competence and qualifications for the type of professional services required, the technical merits of offers and the price for which services are to be rendered.
- 3.5.1 FEES:** Sealed fee statements shall be submitted at the same time as the proposal. No municipal contracts shall be awarded wherein the fee is stated as a percentage of the project cost. The preferred method of establishing a fee shall be that of a firm fixed fee. Other methods may, at the discretion of the Director, be employed if it is impossible to arrive at a firm fixed fee.

- 3.5.2 SELECTION:** The Director or his/her designee shall request firms engaged in the lawful practice of their profession to submit a statement of qualifications and performance data.
- 3.5.2.1 AUDITING:** If the anticipated fee exceeds \$50,000, the data shall be evaluated by the City Finance Committee. The Finance Committee shall conduct discussions with firms regarding their qualifications and audit methods of approach for furnishing the required services, and then shall select there from, firms deemed to be adequately qualified to provide the services required. Once the adequately qualified firms have been established, the City Finance Committee shall open the sealed fee statements of the firms deemed to be adequately qualified. It should be the practice that the contract will be awarded to the qualified firm with the lowest bid.
- 3.5.2.2 ARCHITECT, ENGINEER, AND CONSULTANT SERVICES:** If the anticipated fee exceeds \$25,000, the RFP and selection process shall be done in compliance with the "Brooks Act" which is hereby appended to the Purchasing Policy. The responses shall be evaluated by a Selection Review Committee consisting of the Director of the Department most directly involved in the required service (or that Director's designee), two (2) members of the Finance Committee with one being a City Councilor, and a minimum of two (2) other individuals to be recommended by the City Administrator from members of City Staff, appointed members of other Boards and Commissions, and/or the general public who possess skills, knowledge, or abilities applicable to the project, and appointed by the Finance Committee. The Selection Review Committee shall conduct discussions with qualifying firms regarding anticipated scope of services and alternative methods of approach for furnishing the required services. The Selection Review Committee will rank the firms. The fee statement of the highest rated firm will be recommended to the Finance Committee for award of contract including a negotiated fee if applicable.
- 3.5.3 INSURANCE AND BONDS:** All firms selected as being adequately qualified must provide evidence of insurance covering their entire scope of operation for any "error or omissions" resulting from their endeavors. The amounts of such insurance coverage shall be commensurate with the magnitude of the project under consideration and shall be established by the Director/designee. Should timely performance be a matter of importance to the City, the firm selected may be requested to furnish an acceptable performance bond and/or such other form of surety as may be mutually agreed upon to insure adherence to a mutually agreed upon time schedule.
- 3.5.4 RECOMMENDATION OF CONTRACT FROM SELECTION REVIEW PROCESS:** Once the Selection Review Committee ranked firms, the Committee may negotiate with the top ranked firm and make a recommendation to the Finance Committee. The Finance Committee shall receive all documentation regarding the selection.
- 3.5.5 SMALL PROJECTS:** In those instances where the fee does not exceed \$25,000, the procedures outlined in Section 3.5.2.2 may be simplified by the Director after consultation with the City Administrator, selecting from no less than three (3) adequately qualified firms for the purpose of making an award. A complete record of the reasons for recommending a firm shall be part of the record reviewed by the Finance Committee if the contract exceeds \$10,000.
- 3.6 AWARD:** All contracts where the fee exceeds \$10,000 shall be reviewed and awarded by the Finance Committee.

- 3.7 AMENDMENTS TO CONTRACTS:** Amendments to contracts may be authorized by the Finance Committee when it can clearly document that the additional services are part of the original intent of the base contract and are made necessary by changes not known at the time of the base contract.
- 3.8 DISQUALIFICATION OF BIDDERS:** The Finance Committee may authorize the disqualification of a bidder/vendor from bidding on City contracts for up to twelve (12) months upon the formal recommendation of the Director and in accordance with procedures set forth.
- 3.8.1 CITY DEPARTMENT OR CONSULTING, ENGINEER REQUEST DISQUALIFICATION OF BIDDER/VENDOR:** for one or more of the following:
- 1.) Default on their bid, quotation, contract or purchase order;
 - 2.) Failure to comply with specification of contract documents;
 - 3.) Failure to supply the item as required by the specifications.
 - 4.) Documented history of poor performance.
- * The Bidder/Vendor shall be notified, in writing, by the Director or his/her designee prior to a recommendation for disqualification being forwarded to the Finance Committee.
- 3.8.2 DISQUALIFIED BIDDER/VENDOR:** may apply for reinstatement after period of disqualification has elapsed. The Director shall recommend to the Finance Committee reinstatement of any Bidder/Vendor. Under no circumstance can a bidder on the SAM.gov list be awarded a contract funded with Federal grant dollars.
- 3.8.3 BIDDER/VENDOR:** shall have the right to appeal to the City Council for a reversal or reinstatement.
- 3.9 REQUISITION:** Purchases involving the immediate encumbrance of City funds shall be made only on a written/electronic requisition submitted by the department. Purchase of less than \$1,000 will not require purchase orders.
- 3.9.1 REVISORY POWER:** The Director or his/her designee shall examine each requisition and shall have the authority to revise it as to quantity, quality or estimated cost; but revision as to quality shall be only with the concurrence of the using party or, if agreement cannot be reached, with concurrence of the City Administrator.
- 3.10 APPROPRIATION REQUIRED:** No purchase of supplies or services not provided for in the annual appropriation resolve, be made unless by specific order of the City Council. Once the purchase has been authorized by the Director or his/her designee the funds shall be immediately encumbered.
- 3.11 UNAUTHORIZED PURCHASES:** Except as herein provided, or as may be specifically authorized by the City Council or the Director, it shall be unlawful for any City employee or official to purchase any supplies or services other than in accordance with these policies for any personal use or benefit.

Sec. 4 MISCELLANEOUS PROVISIONS

- 4.1 **GIFTS AND GRATUITIES:** Officers and employees of the City are expressly prohibited from accepting from any person, firm, corporation or organization, any rebate or gift that would directly affect the purchase of goods or services for the City.
- 4.2 **COOPERATIVE PURCHASING:** The Director or his/her designee shall have the authority to join other units or government (federal, state, county, municipal subdivisions, including quasi-municipal agencies) in cooperative purchasing plans when the best interests of the City would be served thereby and such action is in accordance with and pursuant to law.

PURCHASING POLICY

- Removed*
- 3.8 **APPROPRIATION REQUIRED:** No purchase of supplies or services not provided for in the annual appropriation resolve, shall be made unless by specific order of the City Council. Once the purchase has been authorized by the Director or his/her designee. The funds shall be immediately encumbered.
 - 3.9 **UNAUTHORIZED PURCHASES:** Except as herein provided, or as may be specifically authorized by the City Council or the Director, it shall be unlawful for any City employee or official to purchase any supplies or services other than in accordance with these policies.
 - 3.10 **SALE OF PROPERTY:** The Director or his/her designee shall be responsible for the sale of all municipal property (real or personal) which is no longer used or has become obsolete, worn out or scrapped.
 - 3.10.1 **NOTICE:** Department heads of all using agencies shall notify the Director or his/her designee, at such times and in such form as he/she may prescribe, reports of all surplus material available within their respective department.
 - 3.10.2 **TRANSFER:** The Director shall have the authority to transfer surplus property to other using agencies.
 - 3.10.3 **SALE PROCEDURE:** All sales which have an estimated dollar value over \$5,000 shall be sold at a public auction or through formal competitive bids. Sales from \$1,000 to \$5,000 shall be supported by price quotations from three (3) competitive sources or adequate explanation justifying the absence of such competition. Sales estimated at less than \$1,000 shall be conducted in the most economical manner and in the best interest of the City.
 - 3.10.4 **DONATION:** All items which might be donated to another town, municipality or non-profit organization shall require prior approval of the City Council.

Sec. 4 MISCELLANEOUS PROVISIONS

- 4.1 **GIFTS AND GRATUITIES:** Officers and employees of the City are expressly prohibited from accepting from any person, firm, corporation or organization, any rebate or gift that would directly affect the purchase of goods or services for the City, except where given for the use or benefit of the City.
- 4.2 **COOPERATIVE PURCHASING:** The Director or his/her designee shall have the authority to join other units or government (federal, state, county, municipal subdivisions, including quasi-municipal agencies) in cooperative purchasing plans when the best interests of the City would be served thereby and such action is in accordance with and pursuant to law.

LEWISTON CITY COUNCIL

MEETING OF JANUARY 22, 2019

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 3

SUBJECT: RESOLVE, Approving an Extension of the Agreement with LWS Development for the Purchase and Sale of Real Estate at 188 Lincoln Street.

INFORMATION: The redevelopment of 188 Lincoln Street continues to move forward, albeit slowly. Portland Pie has committed to lease the space. A general contractor has been secured. Bank financing for the project has been approved, and the city has approved a \$100,000 loan and a \$50,000 grant for the project. One third of the project costs are being financed with Historic Preservation Tax Credits and buyers for the historic credits have been secured. However, before the tax credit financing can be finalized, the National Park Service (NPS) needs to approve Part 2 of the Historic Tax Credit Application. Part 2 describes the condition of the building, the work to be done, and how it complies with NPS standards for maintaining the historic integrity of the building. Unfortunately and due to the shutdown of the federal government, the NPS is unlikely to act on the Tax Credit Application prior to the expiration of the extension of the agreement to purchase this property on January 31, 2019.

The intent is to close on the real estate and financing as soon as possible and begin renovations. However, with the uncertainty of the federal shutdown and related delays, and to avoid needing to come back to the Council for another extension, the proposed extension date is June 28, 2019.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.



REQUESTED ACTION:

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To approve the RESOLVE, Approving an Extension of the Agreement with LWS Development for the Purchase and Sale of Real Estate at 188 Lincoln Street.



COUNCIL RESOLVE

RESOLVE, Approving an Extension to the Agreement with LWS Development for the Purchase and Sale of Real Estate at 188 Lincoln Street.

Whereas, on October 3, 2017, the City Council authorized the City Administrator to execute a Purchase and Sale Agreement with LWS Development for the former Lincoln Street fire station located at 188 Lincoln Street; and

Whereas, in December 2017, the agreement was amended to allow for the sale of the property to close prior to the end of the calendar year due to concerns over the potential elimination of federal tax credits necessary for the project to be financially feasible; and

Whereas, legislation was passed extending the availability of historic tax credits, removing that threat to the project, and, as a result, rather than convey the property with a reversion clause, the Purchase and Sale was extended until June 1, 2018; and

Whereas, that amended agreement required that the developer conduct environmental assessments, complete architectural renderings, secure a restaurant tenant acceptable to the City, and take the steps necessary to make the project eligible for Historic Tax Credits; and

Whereas, LWS Development has completed environmental assessments and architectural concept drawings on the property, removed accumulated debris within the building, taken the steps necessary for 188 Lincoln Street to be found eligible for the National Register of Historic Places, has executed a lease with Portland Pie to open a restaurant at this location, has secured a general contractor for the project, lined up bank and municipal financing for the project, and has secured buyers for the State and Federal Historic Tax Credits, and

Whereas, on May 22, 2018 the City Council authorized the extension of the Purchase and Sale Agreement until August 1, 2018, and the agreement was subsequently further extended until October 19, 2018, November 23, 2018 and January 31 2019; and

Whereas, closing on the real estate and financing cannot occur until the National Park Service approves Part 2 of the projects Historic Tax Credit application; and

Whereas, approval of the Part 2 Historic Tax Credit application is delayed because of the shutdown of the federal government, and an extended period awaiting approval is anticipated because of a backlog of applications pending as a result of the shutdown; and

[Type text]

Whereas, extension granted by the Council in November allowed for further extension of the agreement at the Council's discretion; and

Whereas, although the developer intends to close on the real estate and begin redevelopment of the building as soon as the Historic Tax Credit application is approved, they are requesting that the option be extended until June 28, 2019 because of the uncertainty of when the shutdown will end and to provide adequate time for the Part 2 application to be approved without seeking another extension of the agreement

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

The city of Lewiston grants an extension of the purchase and sale agreement between the City and LWS until June 28, 2019.

Economic and Community Development

Lincoln Jeffers

Director



To: Honorable Mayor and Members of the City Council
From: Lincoln Jeffers
RE: Extension of 188 Lincoln Street Option
Date: January 15, 2018

The redevelopment of 188 Lincoln Street continues to move forward, albeit slowly. Portland Pie has committed to lease the space. A general contractor has been secured. Bank financing for the project has been approved, and the city has approved a \$100,000 loan and a \$50,000 grant for the project. One third of the project costs are being financed with Historic Preservation Tax Credits and buyers for the historic credits have been secured. However, before the tax credit financing can be finalized, the National Park Service (NPS) needs to approve Part 2 of the Historic Tax Credit Application. Part 2 describes the condition of the building, the work to be done, and how it complies with NPS standards for maintaining the historic integrity of the building.

A historic preservation consultant is in the final stages of developing the Part 2 application for submittal to the NPS. The NPS is among the branches of government impacted by the federal shutdown. As the shutdown continues, the back log of historic preservation tax credit applications to be reviewed and acted upon grows.

The Purchase and Sale Agreement between the developer of 188 Lincoln and the City expires on January 31, 2019. The developer has requested that the Agreement be extended in order to maintain site control until the Historic Tax Credit Part 2 application is approved by the NPS, and closing can be coordinated among the various funding sources.

The intent is to close on the real estate and financing as soon as possible and begin renovations. However, with the uncertainty of the federal shutdown and related delays, and to avoid needing to come back to the Council for another extension, the proposed extension date is June 28, 2019.

**SIXTH AMENDMENT TO AGREEMENT FOR
THE PURCHASE AND SALE OF REAL ESTATE**

The City of Lewiston, Maine (“Seller”) and LWS Development LLC and Wilbur & Company (hereinafter collectively referred to as “Buyer”) are parties to an Agreement for the Purchase and Sale of Real Estate dated as of October 17, 2017 (the “Agreement”), which was amended and executed by mutual agreement on January 18, 2018, May 28, 2018, August 20, 2018, October 18, 2018, and on November 20, 2018; pursuant to which Seller agrees to sell and Buyer agrees to buy a parcel of land, with buildings thereon, located at 188 Lincoln Street, Lewiston, Maine.

Seller and Buyer, for good and valuable consideration, exchange of which is mutually acknowledged, have agreed to amend the Agreement as set forth below:

1. The closing shall take place at Buyer’s discretion on or before June 28, 2019.
2. Buyer shall take title at the Closing and shall assume all of the responsibilities of owner of the Premises as of that date.
3. Notwithstanding the foregoing, Buyer shall nevertheless provide to the Seller the items set forth in Section 10(b) of the Agreement on or before June 28, 2019..
4. Upon written request, and subject to the approval of the governing legislative body of Seller, the Seller may agree at its option to extend the deadline beyond June 28, 2019.
5. Except as specifically set forth in this Amendment, all other terms of the Agreement shall remain in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall govern.

WITNESS:

SELLER
CITY OF LEWISTON

_____Date:_____
By Edward A. Barrett
Its: City Administrator

BUYER
LWS DEVELOPMENT LLC

_____Date:_____
By:
Its:

BUYER
WILBUR & COMPANY

_____Date:_____
By:
Its:

LEWISTON CITY COUNCIL
MEETING OF JANUARY 22, 2019

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 4

SUBJECT: Order, Authorizing the Mayor to Execute Amendment Number Nine 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, June 2017, and April 3, 2018. The agreement is scheduled to expire on June 30, 2019. The attached Order would authorize the Mayor to execute an amendment to that contract to extend its term to June 30, 2020. 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 employment agreement between the City and the City Administrator.

EAB/Kmm

REQUESTED ACTION:

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To approve the order Authorizing the Mayor to execute amendment number nine to the employment agreement between the City of Lewiston and Edward A. Barrett.



CITY OF LEWISTON, MAINE

January 22, 2019

COUNCIL ORDER

Order, Authorizing the Mayor to Execute the Ninth 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, 2020 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 a ninth amendment to the employment agreement with Edward A. Barrett, a copy of which is attached hereto.

NINETH 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 22nd day of January, 2019.

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, 2020, 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

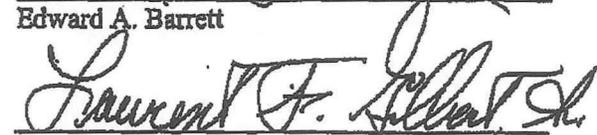
Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice or may be hand-delivered to the recipient. Notice shall be deemed given as of the date of personal service or three (3) days after the date of deposit of 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 15, 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:

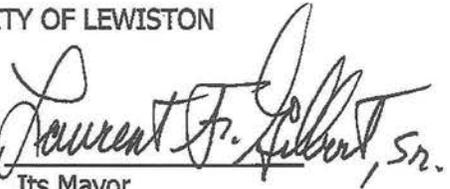
Administrator may also participate in the City's Retirement Health Savings (RHS) Program and shall be permitted to transfer a maximum of five (5) vacation days per year to an RHS account.

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:

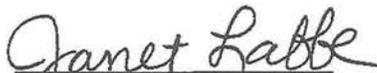
A. This Agreement shall remain in effect beginning January 11, 2010 and ending June 30, 2016, unless otherwise terminated pursuant to the terms of this Agreement. The parties may extend this Agreement by mutual written agreement.

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

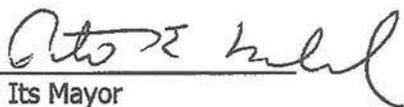
A. Base Salary: The City agrees to pay the Administrator an annual base salary of one hundred and nineteen thousand five hundred and three dollars (\$119,503) effective with the pay check issued January 2, 2013, payable in installments in accordance with the City's usual payroll practices and procedures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

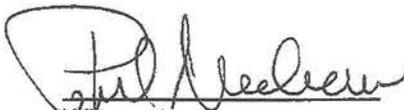
CITY OF LEWISTON



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:

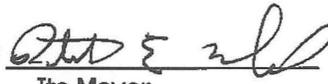
- A. Base Salary: The City agrees to pay the Administrator an annual base salary of one hundred twenty-four thousand nine hundred and fifty-six dollars (\$124,956) payable in installments in accordance with the City's usual payroll practices and procedures for management employees. The City Administrator 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

**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

LEWISTON CITY COUNCIL
MEETING OF JANUARY 22, 2019

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 5

SUBJECT:

Appointments to the Board of Library Trustees.

INFORMATION:

Currently there is one opening on the Library Board of Trustees and the Mayor is nominating Mariah Pfeiffer of 168 Webster Street to serve as a member of the Board. This is a three year term and will expire January 4, 2022. The Library Director supports this appointment and Council confirmation is requested.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EA B/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To confirm the Mayor's nomination of Mariah Pfeiffer of 168 Webster Street to serve as a member of the Board of Library Trustees and to appoint Ms. Pfeiffer as a member of the Board of Library Trustees for a three year term, said term to expire January 4, 2022.

LEWISTON CITY COUNCIL

MEETING OF JANUARY 22, 2019

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 6

SUBJECT:

Appointments to the Voter Registration Appeals Board.

INFORMATION:

State election law requires that all municipalities with a population of 5,000 or over have a local Voter Registration Appeals Board. The Appeals Board would meet on an as needed basis to conduct hearings to hear from any citizens who are appealing the decision of the Registrar of Voters if these citizens were denied the right to vote in Lewiston. In the past 20 years, this board has met only once.

The Board is made up of three people, per state statutes - the chairperson, who is nominated by the City Clerk and shall serve a four year term, and one representative from the local Democratic party and the local Republican party, who shall each serve for a three year term. The municipal officers are asked to confirm the nominations and formally appoint these citizens. The party representatives are typically the chairpersons of the local committee.

The City Clerk is nominating Gerald P. Berube, 34 Ashmount Street to serve as the chairperson. Kiernan Majerus-Collins is the Lewiston Democratic Party Chairperson and Michael Lachance is the Lewiston Republican Party Chairperson. All three residents have agreed to serve on this committee if appointed.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EA B/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To appoint Gerald P. Berube, 34 Ashmount Street, as the chairperson of the Voter Registration Appeals Board for a four year term, said term to fill an existing vacancy and to expire April 1, 2020; to appoint Kiernan Majerus-Collins, 17 Jefferson Street to serve as the Democratic party representative for a three year term, said term to fill an existing vacancy and to expire April 1, 2021 and to appoint Michael Lachance of 183 Rosedale Street to serve as the Republican party representative for a three year term, said term to fill an existing vacancy and to expire April 1, 2021.

LEWISTON CITY COUNCIL

MEETING OF JANUARY 22, 2019

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 7

SUBJECT:

Order Authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 938 Sabattus Street.

INFORMATION:

One of the most powerful collection tools in a municipality's arsenal is the ability to lien properties for delinquent taxes (real and special only), water and sewer balances, and most recently stormwater balances. Once a lien is recorded, eighteen months must lapse without payment before the lien matures. Prior to maturity, the City Council may waive the right to foreclose on a maturing lien as you have done in the past. If the lien is permitted to mature, the municipality may elect to foreclose on the property or, if subsequent payment is received, return the property to its owner via a quitclaim deed.

At this time, the Finance Director is asking the Council to approve a municipal quitclaim deed for the property located at 938 Sabattus Street. The quitclaim deed will release any interest the City may have by virtue of undischarged real estate tax liens or utility liens on this property. Payments due for this property have all been received in full. Should the Council approve this Order, the quitclaim will be issued to the owners.

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 execution of a municipal quitclaim deed for real estate located at 938 Sabattus Street.



COUNCIL ORDER

Order, Authorizing Execution of a Municipal Quitclaim Deed – Real Estate Located at 938 Sabattus Street.

WHEREAS, the owners, Ronald P. and Fleurette C. LaFlamme, failed to pay their bills on a timely basis for 938 Sabattus Street (Tax Map 90, Lot 234, Parcel 00-002236); and

WHEREAS, a tax lien was filed on June 16, 2016 (Book 9386 Page 312) and matured on December 16, 2017 in the amount of \$4,635.23; and

WHEREAS, payment was received in full;

NOW, THEREFORE, BE IT ORDERED by the CITY COUNCIL of the CITY of LEWISTON,

That a quitclaim deed is hereby authorized to release the City's interest in the property located at 938 Sabattus Street to the owner.



EXECUTIVE DEPARTMENT

Other #8
Business

Edward A. Barrett, City Administrator
Denis D'Auteuil, Deputy City Administrator

January 17, 2019

To: Honorable Mayor and Members of the City Council
Fr: Edward A. Barrett
Su: Update, Sabattus Street Fire Station Replacement

Our architectural consultants have been meeting for several months with the ad-hoc committee on the design of the Sabattus Street fire station appointed by the Mayor. The initial effort has been to develop some conceptual designs for the station and, based on those designs, to develop initial cost estimates.

Representatives of Context Architecture will be present at Tuesday's meeting to present their initial conceptual layout plans for the station and cost estimates. The purpose of this briefing is to seek initial feedback from the Council to assist in guiding their work as it moves forward.

Context will be in town on Friday to review their plans and construction budget estimates. As a result, this information may not be available until next Tuesday. Should we receive them prior to Tuesday, we will provide them via email.

LEWISTON CITY COUNCIL
MEETING OF JANUARY 22, 2019

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 10

SUBJECT:

Executive Session regarding consultation with the City Attorney.

INFORMATION:

The Maine State Statutes, Title 1, section 405, define the permissible grounds and subject matters of executive sessions for public meetings. Discussing a legal matter with the City Attorney is a topic permitted under the statutes.

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 with the City Attorney.