

City of Biddeford
City Council
March 05, 2024 6:00 PM Council Chambers & Zoom

Please click this URL to join.

<https://biddeford.zoom.us/j/97655178763?pwd=bWVlMzNERmhnZzN0R3VtcWpZV2pKdz09>

Passcode: 646524

Webinar ID: 976 5517 8763

Or One tap mobile:

+16469313860,,97655178763# US

+13017158592,,97655178763# US (Washington DC)

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US: +1 646 931 3860 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 646 558 8656 or +1 253 215 8782

International numbers available: <https://biddeford.zoom.us/j/97655178763>

Status:

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Adjustment(s) to Agenda**
- 4. Appointments:**
 - 4.a. 2024.27 Approval/Mayoral Appointments to Citizen Committees
[20240305 Citizen Committee Appointment-ORDER](#)
[Application- Ben Neveux-Veterans Committee](#)
[Application -Frederick Oliver- Veterans Committee](#)
[Application-Eric gates -Veterans Committee](#)
[Application-Jennifer Fullmer - Veterans Committee](#)
[Application-Jessica Johnson-Veterans Committee](#)
[Application- Quang Minh Le -Veterans Committee](#)
[Application- Karin Gregory -Downtown Development Commission](#)
- 5. Presentation:**
 - 5.a. FY25 Budget presentation by City Manager Jim Bennett
[FY25.budget](#)
- 6. Consideration of Minutes:**
 - 6.a. Approval Council Minutes 2-20-2024
[Council minutes 2-20-24](#)
- 7. Public Addressing the Council...(3 minute limit per speaker for up to a total of 15 minutes)**
- 8. Orders of the Day:**

- 8.a. 2024.28 Approval/Housing Rehab Bid Award: 40 Emery Street - item will be ready for 3-19-24
- 8.b. 2024.29 Approval/Rehab Bid Award 197 Alfred Street
[2024.29 MEMO Approval-Housing Rehab Bid Award 197 Alfred St](#)
[2024.29 ORDER--REHAB BID AWARD 197 Alfred St.](#)
[2024.29 BID TAB SUMMARY REHAB OF 197 ALFRED ST](#)
- 8.c. 2024.30 Approval/ADA + 2 Stall Trailer at Gilbert Boucher Bath House
[Approval ADA 2 Stall Trailer Rental Agreement- Council BRIEF](#)
[Approval ADA 2 Stall Trailer Rental Agreement - ORDER](#)
[ADA Trailers.pdf](#)
- 8.d. 2024.31 Approval/Amend Rules of the City Council Rule 4
[20240305 Amend Rules of the City Council Rule 4 - BRIEF](#)
[20240305 Amend Rules of the City Council Rule 4 - ORDER](#)
- 8.e. 2024.32 Approval/City Manager's nomination of Sasha Pavlak as Finance Director.

[20240305 Sasha Pavlak- Appointment](#)
[PavlakFinanceDirector.2024](#)
[Sasha Pavlak Resume](#)
- 8.f. 2024.33 Approval/City Manager's nomination of Lisa Thompson as Recreation Director
[20240305 Lisa Thompson Appointment](#)
[Lisa Thompson -Resume](#)
[Lisa Thompson Recreation Director-Employment Agreement](#)
- 9. **Public Addressing the Council..(5 minute limit per speaker)**
- 10. **City Manager Report**
- 11. **Other Business**
- 12. **Council President Addressing the Council**
- 13. **Mayor Addressing the Council**
- 14. **Adjourn**

City of Biddeford



2024.27 **IN BOARD OF CITY COUNCIL... MARCH 5, 2024**
BE IT ORDERED, that I, Martin Grohman, Mayor of the City of Biddeford, do hereby
appoint:

Karin Gregory
Ward 1
Downtown Development Commission
Term to expire December 2026

Eric Gates
Ward 3
Veterans Committee

Jennifer Fullmer
Ward 1
Veterans Committee

Jessica Johnson
Ward 5
Veterans Committee

Ben Neveux
Ward 7
Veterans Committee

Frederick Oliver
Ward 7
Veterans Committee

Quang Minh Le
Ward 4
Veterans Committee

Attest by: _____
Robin Patterson, City Clerk

Committee, Board, and Commission Application Form

Application

Name	Ben Neveux
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Ward	7
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Need to find your Ward?

[Click here](#) to find your Ward on a map or a list of streets.

(Section Break)

Which City Committee, Board or Commission do you request to be appointed to?	Other
--	-------

If other, please list below.	Veterans Commission
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Why are you interested in serving the City of Biddeford?	It's important for me to give back to this community which gave me so much.
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Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve.	I am a veteran, USAF retired with 21 years of service. I previously worked for the Maine Department of Labor where I served veterans and veteran employers. In that capacity I promoted veteran employment. I am also a former Volunteer with Vet2vet Maine.
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Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates).	Previously served on the Solid Waste Management Commission for several years, served on a Charter Review Commission and I also served on the Capital projects committee.
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Committee, Board, and Commission Application Form

Application

Name	Frederick A Oliver
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Ward	7
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Need to find your Ward?

[Click here](#) to find your Ward on a map or a list of streets.

(Section Break)

Which City Committee, Board or Commission do you request to be appointed to?	Other
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If other, please list below.	Veterans Committee
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Why are you interested in serving the City of Biddeford?	I feel i have a lot to offer to other veterans and would like to help.
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Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve.	I am a disabled veteran and a member of a local veterans group.
--	---

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates).	I'm on the airport committee now, was a city employee for meny years
---	--

Committee, Board, and Commission Application Form

Application

Name	Eric E. Gates
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Ward	3
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Need to find your Ward?

[Click here](#) to find your Ward on a map or a list of streets.

(Section Break)

Which City Committee, Board or Commission do you request to be appointed to?	Biddeford Citizens Advisory Committee, Biddeford Housing Authority, Capital Projects Committee, Planning Board, Recycling and Waste Management Commission, Other
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If other, please list below.	Veterans' Committee
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Why are you interested in serving the City of Biddeford?	(My wife and) I adopted Biddeford as our home town after traveling the world for 27 years in the military. We now have been residents for a dozen years and have enjoyed seeing the improvements in the complexion of the town in that time.
--	--

It is now time to offer my time and skills (meager though they may be) to continue Biddeford's quality of life improvements and responsible stewardship of resources. I am open to serve as needed.

With the pending creation of a Veterans' Committee, particularly, I offer my experience. I believe we should appropriately respect all people and honor the service of the men and women who honorably served in our nation's armed forces. Not all veterans are broken and in need of "fixing"; and for those who do need and want help, there are thousands of non-profit organizations in addition to the U.S. Veterans Administration available to assist. The challenge has typically been helping veterans sift through the multitude of resource to connect with the beneficial organizations. I confess, I am not keen on seeking more handouts for those who served, rather sincerely appreciation for those who honorably served is the best thing we can do.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve.

I retired from the Air Force after 27 years of service (1984-2011) and I served two years as the American Red Cross's Service to the Armed Forces Manager for Maine (2015-2017), reconnecting the Red Cross with the military and veteran communities across Maine. I spent two and one half years as the Fleet and Facilities Manager for Saco overseeing all vehicle maintenance, transfer station operations, care and maintenance of the Camp Ellis peer infrastructure and operations, and care for the Saco Transportation Center.

In the military I proposed, prioritized and advocated for capital construction projects.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates).

While working for the City of Saco (2012-2014), I served as the staff representative to the municipality's Coastal Water Commission and Conservation Commission.

As a senior officer, I was part of my installations "boards" responsible for reviewing and prioritizing manpower, infrastructure, budget and security requirements. Additionally, as a headquarters Air Force staff officer I regularly provided recommendation to policymakers on capital and resource expenditures.

Committee, Board, and Commission Application Form

Application

Name	Jennifer Fullmer
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Ward	1
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Need to find your Ward?

[Click here](#) to find your Ward on a map or a list of streets.

(Section Break)

Which City Committee, Board or Commission do you request to be appointed to?	Other
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If other, please list below.	Veterans Committee
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Why are you interested in serving the City of Biddeford?	Because change starts at the local level and I want to give back to my community and support our Mayor's vision.
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Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve.	- 24 year veteran of United States Air Force - Founding Executive Director of Boots2Roots (nonprofit helping active duty military transition (separate/retire) and transition to Maine)
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Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates).	- Board member and sub committee chair, Maine State Workforce Board, 2019-2023 - Member, Maine Military & Community Network
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Committee, Board, and Commission Application Form

Application

Name	Jessica Johnson
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Ward	5
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Need to find your Ward?

[Click here](#) to find your Ward on a map or a list of streets.

(Section Break)

Which City Committee, Board or Commission do you request to be appointed to?	Other
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If other, please list below.	Veteran's Committee
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Why are you interested in serving the City of Biddeford?	As a veteran who is involved with many other veteran organizations, I feel like I can be of benefit to the newly formed committee.
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Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve.	Because I play Taps, I am involved and in contact with many veteran organizations. Recently, I was elected as the secretary for the Veteran's Committee in Sanford. There, I work alongside the Rolling Thunder, Amvets, VFW, American Legion and the Patriots Riders. That committee is responsible for planning various veteran ceremonies throughout the year. I am also a member of the Amvets and on the Honor Guard in Sanford.
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Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates).	<i>Field not completed.</i>
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Committee, Board, and Commission Application Form

Application

Name	Quang Minh Le
Ward	<i>Field not completed.</i>

Need to find your Ward?

[Click here](#) to find your Ward on a map or a list of streets.

(Section Break)

Which City Committee, Board or Commission do you request to be appointed to?	Other
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If other, please list below.	Veterans Committee
------------------------------	--------------------

Why are you interested in serving the City of Biddeford?	Being a veteran myself, I would like the opportunity to serve and help other veterans.
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Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve.	1. As a veteran myself, I understand the needs of other veterans. 2. Prior employee of the City.
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Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates).	Current member of the Board of Assessment Review.
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Committee, Board, and Commission Application Form

Application

Name	Karin Gregory
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Ward	1
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Need to find your Ward?

[Click here](#) to find your Ward on a map or a list of streets.

(Section Break)

Which City Committee, Board or Commission do you request to be appointed to?	Downtown Development Commission
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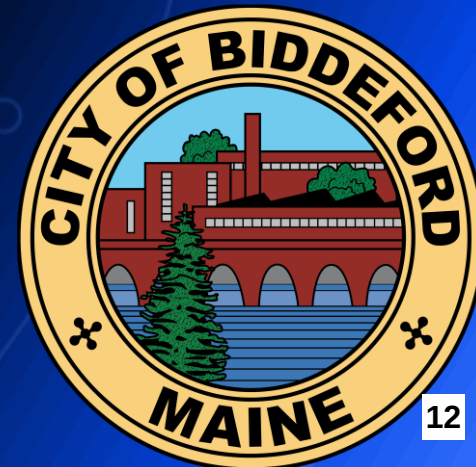
If other, please list below.	<i>Field not completed.</i>
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Why are you interested in serving the City of Biddeford?	I have served over the years since we moved here on conservation, vision committee, eastern Biddeford fire commission and also have a business downtown since 2010. I want to continue to see Biddeford grow.
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Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve.	See above.
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Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates).	Conservation-2012-2016?? Fire Commission-2022-23 Vision Committee-Uncertain of years, appointed by Mayor Cassavant
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FY25 BUDGET (JULY 1, 2024 TO JUNE 30, 2025)



AGENDA

Reflections

External Forces

Historical Budgeting Priorities

Acceleration of Values

Overview of Proposed FY25 Budget



TAKING A MOMENT TO LOOK BACK
REFLECTIONS



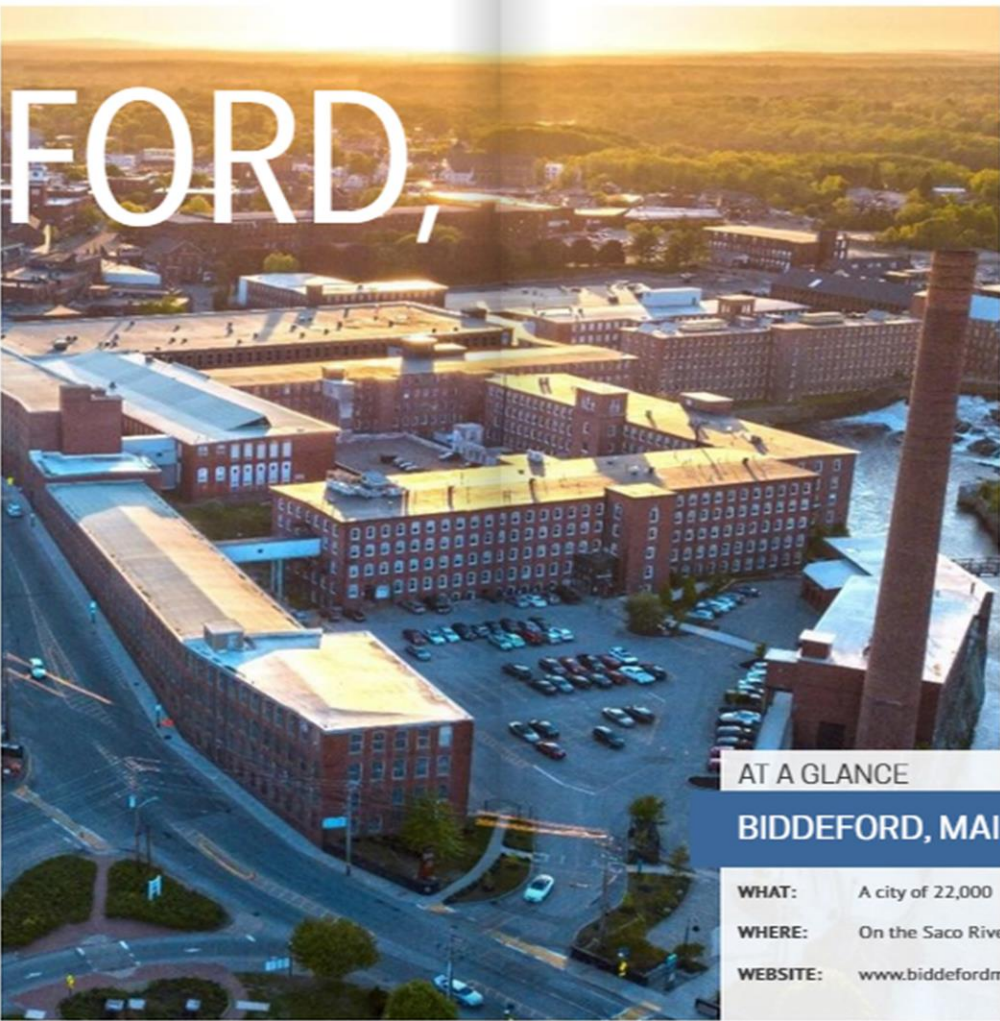
Biddeford Today

BIDDEFORD, MAINE

A resurgent
community

Biddeford, a city on the Saco River in present-day York County, Maine, was first settled by physician, Richard Vines, in the winter of 1616-17, making it the site of one of the earliest European settlements in the United States, predating the Mayflower landing in Plymouth, Massachusetts, (located 100 miles to the south) by approximately four years. Biddeford was first incorporated as the Town of Saco in 1653, with lumber and fish becoming the community's chief exports. The town was reorganized in 1718 as Biddeford, after Biddeford, a town in Devon, England, from which some settlers had emigrated. In 1762, the land northeast of the river was set off as Pepperellborough, which was renamed Saco in 1805.

By the middle of the 18th century, the developing twin mill towns of Saco and Biddeford had granite quarries and brickyards, in addition to lumber and grain mills. Major textile manufacturing facilities were constructed along



the riverbanks, including the Laconia Company in 1845, and the Pepperell Company in 1850. The mills attracted waves of immigrants, including the Irish, Albanians, and French-Canadians from the province of Quebec, and Biddeford was incorporated as a city in 1855. At one time, the textile mills in Biddeford employed as many as 12,000 people, but as happened elsewhere, the industry entered a long period of decline. As of 2009, the last remaining textile company in the city, WestPoint Home, closed.

In that same year, the city administration in Biddeford created a task force to discuss the future of the Maine Energy Recovery Co. (MERC), a waste-to-energy plant that was built in the mid 1980s in order to deal with the growing landfills in Biddeford, Saco, and other surrounding towns. According to Mathew Eddy, Biddeford's Planning & Development Director, the plant never operated the way in which it was intended and was repeatedly fined for ash and toxic emissions. "It ended up creating quite a bit of smell; it ended up burning a lot more than they had planned on; and it became a detractor to anybody looking at redeveloping the mills," he reports. After years of contentious discussions between MERC's owners and the city, Biddeford finally purchased the plant in 2012 for \$6.65 million and tore it down.

The removal of the MERC facility helped spur a wave of redevelopment of several of the defunct mills into the city's new Mill District, bounded by

AT A GLANCE

BIDDEFORD, MAINE

WHAT:	A city of 22,000
WHERE:	On the Saco River in York County
WEBSITE:	www.biddefordmaine.org

COMMUNITY PRIDE: A VIBRANT DIVERSE COMMUNITY



Not your parents' city anymore: Biddeford is now Maine's youngest

Ignore the stereotype: A renaissance here has drawn a flood of fresh faces – and businesses – making the municipality's median age plunge.



What Others Are Saying About Biddeford



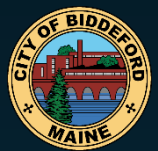
DESTINATIONS

The Small Maine Town That's Giving Portland a Run for Its Money

The former mill town of Biddeford, Maine is attracting a wave of creatives, and the result is a slew of new restaurants, hotels, and wine bars worth detouring for.

BY ALEXANDRA HALL

May 9, 2022



What Others Are Saying About Biddeford

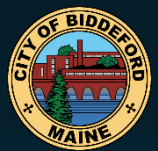
FOOD & WINE



Small Cities with Big Food Scenes

Biddeford, Maine

Think of Biddeford as Portland, Maine's quiet older sister with great taste—the one you ask for recommendations on nicely curated bottle shops and vintage clothing boutiques. A 30-minute drive south gets you from Portland to Biddeford; check into **The Lincoln Hotel**, a new 33-room boutique property in a former textile mill opening this summer (*rooms from \$299*, lincolnhotelmaine.com). Visit **Magnus on Water** for Brunswick clams and a glass of sparkling Chenin Blanc, and carb load at **Night Moves Bread**, known for breads like anadama, a loaf made here with nixtamalized heirloom flint corn and molasses. For a soul-soothing cardamom bun, you'll want to head to **Jackrabbit Cafe** from 2011 F&W Best New Chef Bowman Brown—once you've fallen in love with his food, book a table for his nightly tasting menu at **Elda**, just upstairs. You'd be remiss to skip a pilgrimage to **Rabelais**, which has one of the country's largest selections of rare cookbooks, as well as a breakfast stop at vintage comfort food mecca **Palace Diner**. Oh, and that bottle shop recommendation? It's **Lorne Wine**. —Oset Babür-Winter

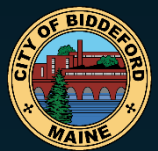
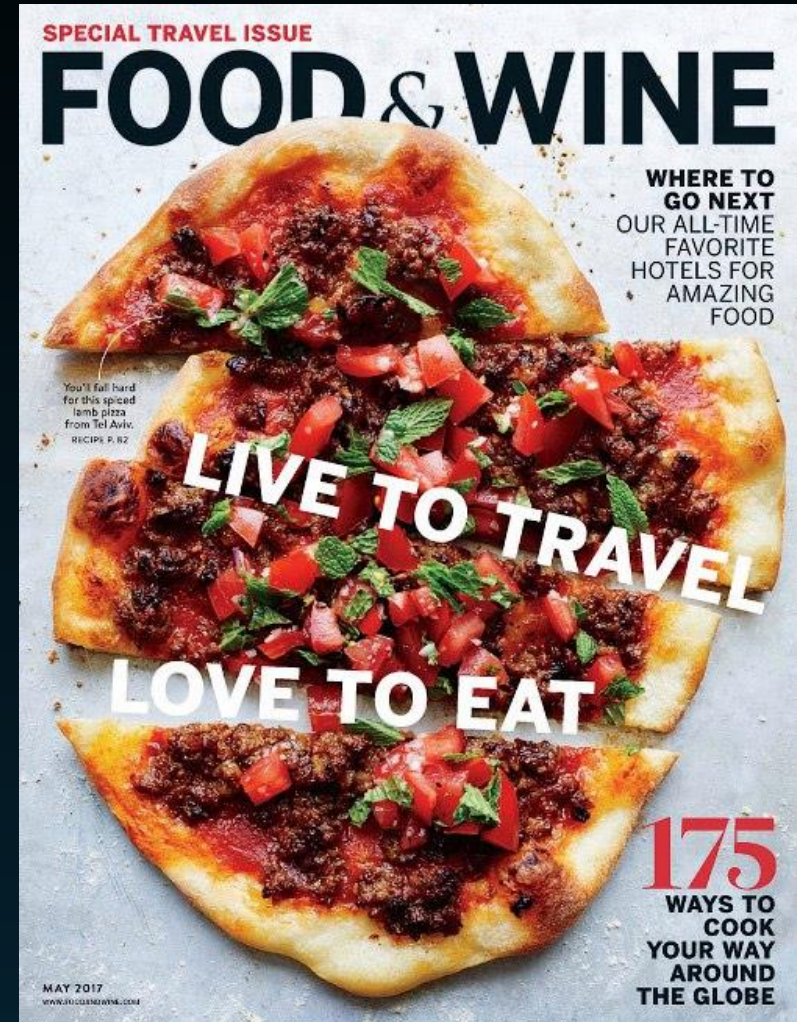


What Others Are Saying About Biddeford

The Next Great Food Cities:

“One of the four small communities with big food scenes”

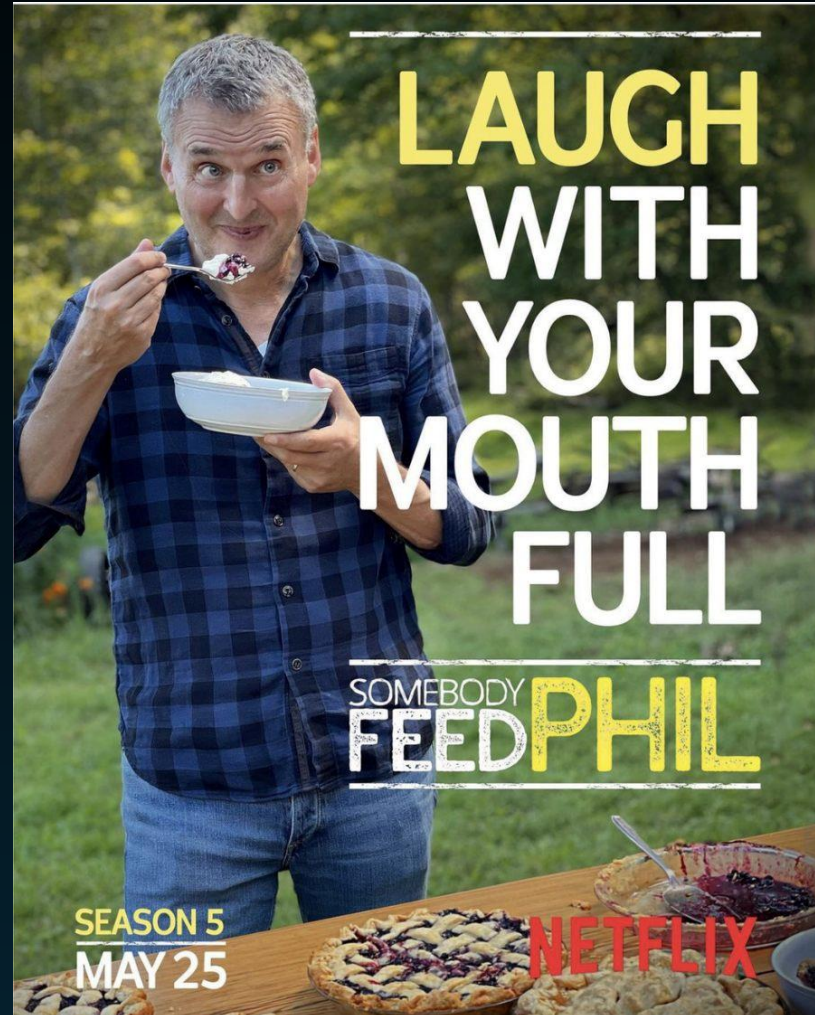
“One of the top 16 Next Best Food Cities”



What Others Are Saying About Biddeford

*Said about his
visit to Biddeford
in Season 5*

*His
“happiest food
experience”*

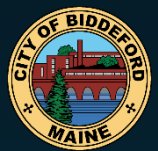


Forbes

He's Back! Phil Rosenthal Of 'Somebody Feed Phil' On His New Netflix Season

Manske: Your happiest food experience during the filming of the fifth season?

Rosenthal: The [Palace Diner](#) in Biddeford, Maine. It's an old railroad dining car [built in 1927] with a counter for 15 people. That's it! And a little kitchen. The young chefs there have worked at very good restaurants like Gramercy Tavern in New York City. What they've done [in Biddeford] is kept traditional diner foods on the menu, but upgraded all the ingredients and cooking techniques. So [customers] are getting idealized versions of omelettes, French toast, pancakes, burgers, sandwiches. I loved them all. [Eating at the diner] became one of the favorite things I've ever done on this show.



What Others Are Saying About Biddeford



MATADOR
network

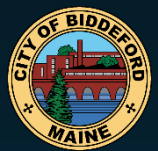
The 25 coolest towns in America to visit in 2021



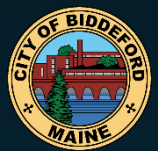
1. Biddeford, Maine

Population: 21,574

When travelers head up the coast of Maine, it can be tempting to settle for the scenic one-two punch of Ogunquit and Kennebunkport. While you can't go wrong with any of Maine's seaside towns, Biddeford is a little different. Just 20 minutes north of Kennebunkport and right on the Saco River, Biddeford was once a thriving mill town and home to the largest cotton mill in the country. Now those mill buildings have been creatively repurposed to house businesses, and the city's industrial roots blend seamlessly with its natural areas and a buzzing craft beer culture.



What Others Are Saying About Biddeford



What Others Are Saying About Biddeford



New England Today **TRAVEL**

NEW ENGLAND

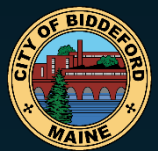
10 Best Foodie Getaways in New England

These 10 towns and cities pack in enough top-notch eateries to make the food scene a draw unto itself. Don't miss our picks for the best foodie getaways in New England.

Biddeford, Maine

This up-and-coming former mill town found a second life as a food lover's destination beginning with the **Palace Diner**, a classic Worcester dining car that Greg Mitchell and Chad Conley remade into the ultimate destination for perfect tuna melts and buttermilk pancakes. Lured by comparatively affordable rents, other chefs followed — and now Biddeford has an embarrassment of riches, with one of the most innovative dining scenes in New England, with some eateries located in the converted mill buildings, now known as the **Pepperell Mill Campus**, that give the town its character. It's home to the greatest culinary bookstore in the country, **Rabelais**. Even better, neighboring city Saco is seeing its own restaurant renaissance spill over from across the river.

Don't Miss: Elda, Palace Diner, Jackrabbit Cafe, Rover Bagel, Night Moves Bread, Magnus on Water, Little Spruce Baking Co., Elements, Part & Parcel, Pepperell Provisions, Sweetcream Dairy, Nibblesford, Lorne Wine, Lucky Pigeon Brewing Co.



What Others Are Saying About Biddeford

The
Boston
Globe

Five reasons to visit Biddeford, Maine



What Others Are Saying About Biddeford

FOOD & WINE

The Best Burger in Every State



Maine

On paper, the Big Mac always sounded like a fine idea; in real life, the world's most famous fast-food burger will mostly disappoint you—so much potential, so rarely realized. Countless restaurants have made valiant attempts at creating something that is nearly the same, but better. They might want to take lessons from the historic (and lovingly updated) **Palace Diner** in Biddeford. Taking its place on a small but exceptional menu, the Palais Royale is everything you want when you walk into a McDonald's, but never get—two generously portioned smash burgers, cheddar cheese melting everywhere, a bird's nest worth of shredded lettuce, pickles, and just enough secret sauce, on a toasted sesame seed bun. For the same price, you could get three or four Big Macs, but you'd never leave quite this satisfied. Comes with fries, made from flavorful Maine potatoes.



*Best Burger
in Maine*

thrillist

The Best Breakfast Spots in America

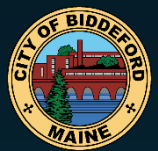
Palace Diner

Biddeford, Maine

Since 1928, this Pollard Company lunch car has been parked in Biddeford offering breakfast to folks who plop down on one of the 15 vinyl stools. Since 2014, when the food was elevated by the business' sixth owners, the competition for one of those seats has gotten fierce. All eight options on the breakfast menu improve core diner classics, but the most essential is The Deluxe Sandwich, a total breakfast sandwich makeover. A griddle-smashed English muffin is filled out with brittle bacon and a soft square of baked egg topped with pickled jalapeños and melted cheddar. The smashed and salt-flaked "Palace Potatoes" are as much a feature of the plate as the sandwich itself. Both the sandwich and the potatoes crunch with an invigorating saltiness. Order the sandwich with a bottomless cup of the "Ladies Invited" blend from Portland's Tandem Coffee Roasters and bask in the glow of Americana evolved.



*22 Best Breakfast
Spots in America*



The Results (2022 Numbers)



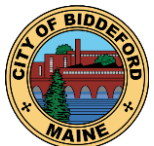
DOWNTOWN TIF

- Out-performing original projections by 583% or \$70,000,000
- Since 2015 has funded:
 - Complete street rehabs
 - Pedestrian-focused streetscape improvements
 - Original design of parking garage
- Parking garage subsidiary to shield property taxpayers



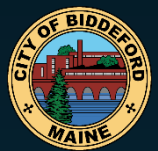
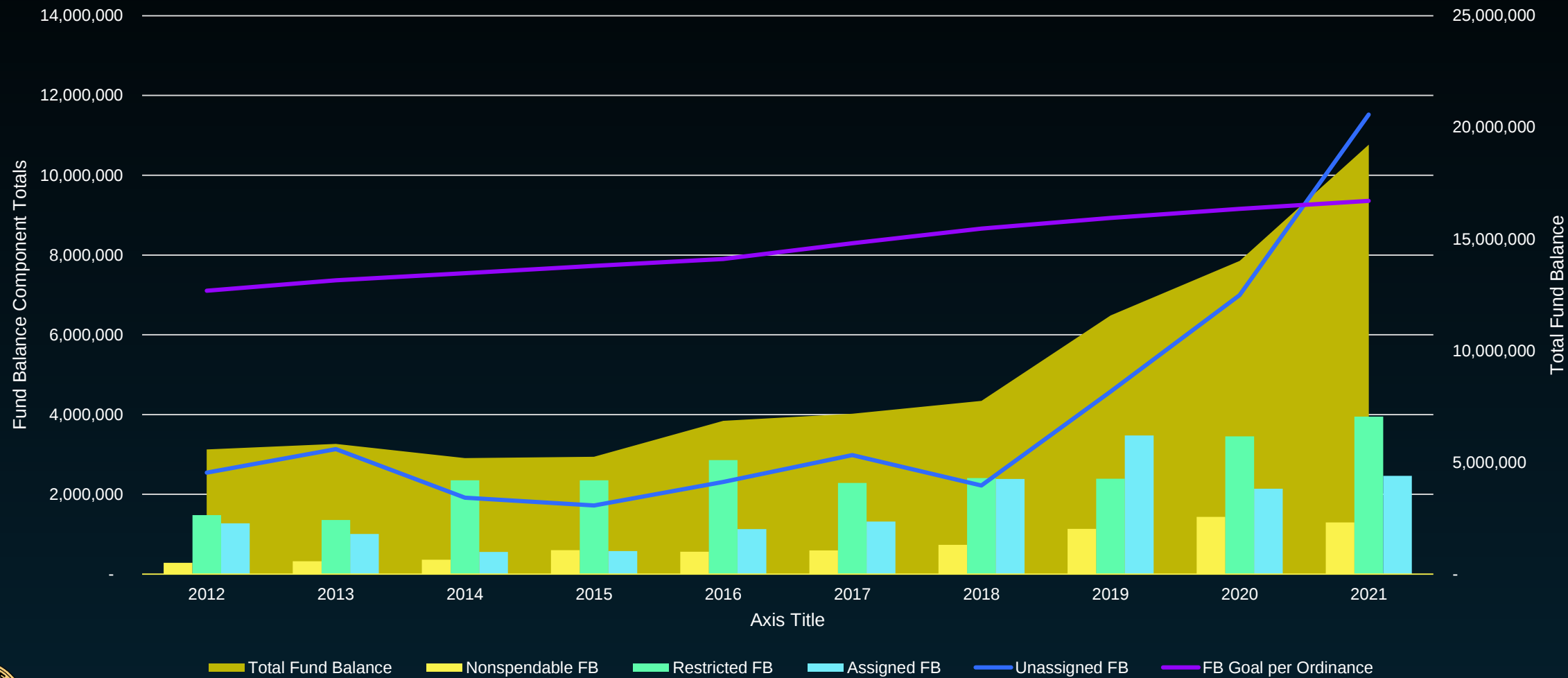
PROPERTY TAX IMPACTS (Since 2015)

- Downtown value has increased by 183.4% (\$130,850,101)
- Total State valuation has increased 61.34% (\$1,367,100,000)
- Median single-family home paying \$179.04 *less* in taxes in FY22 than in 2014
- Financial position of City has improved by 265.7% or \$13,970,073 (FY21 Audit)

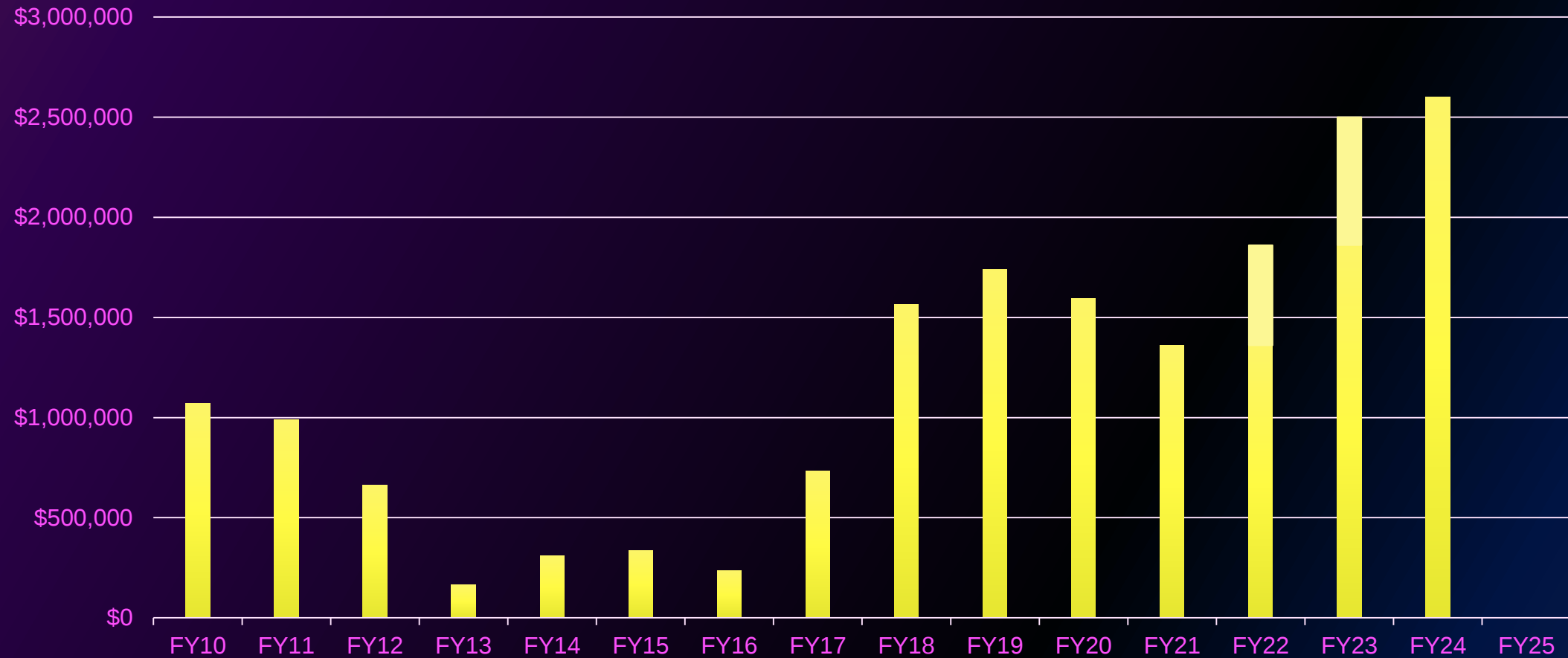


Fund Balance Change

Fund Balance Analysis

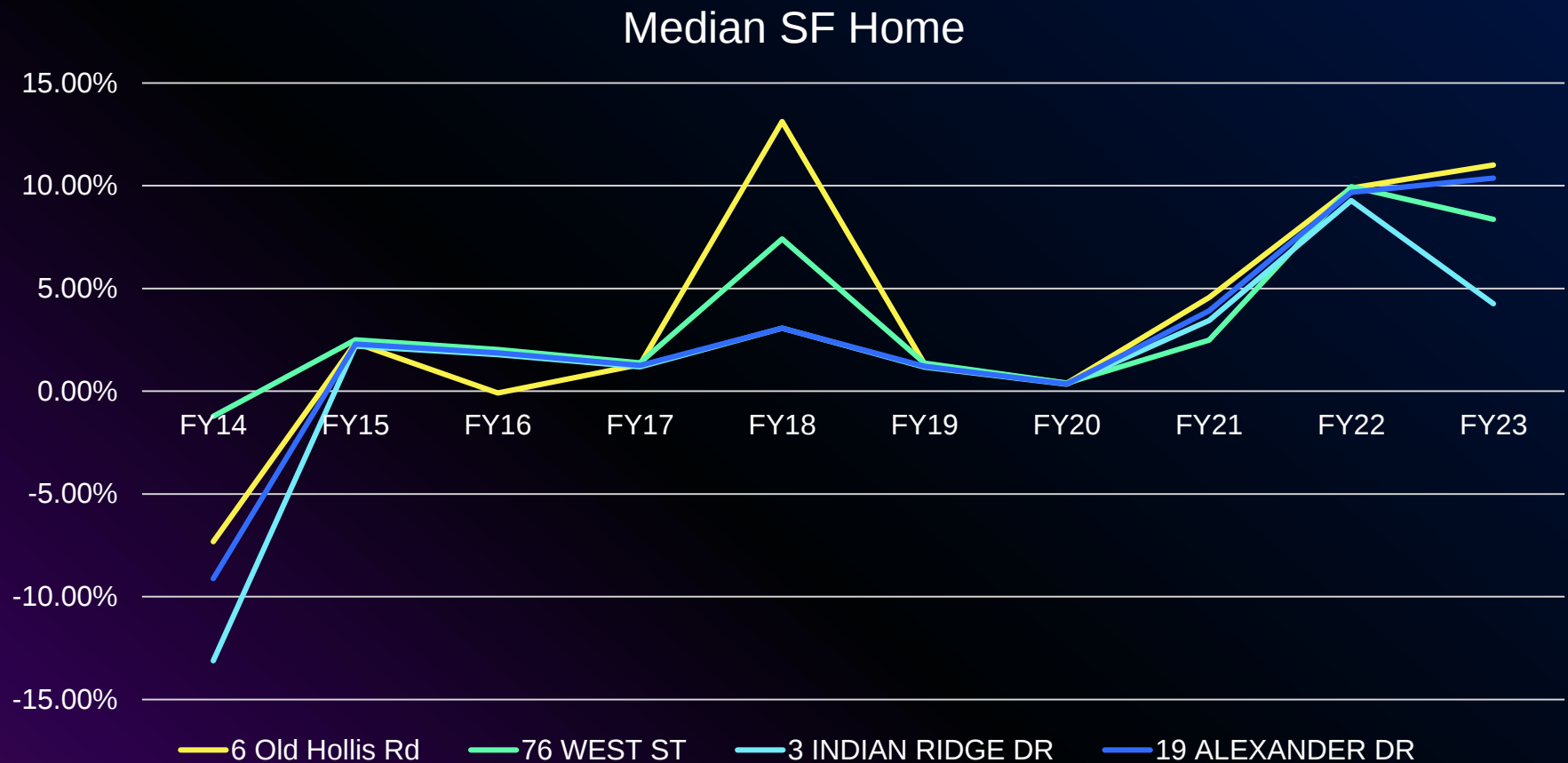


CAPITAL INVESTMENT

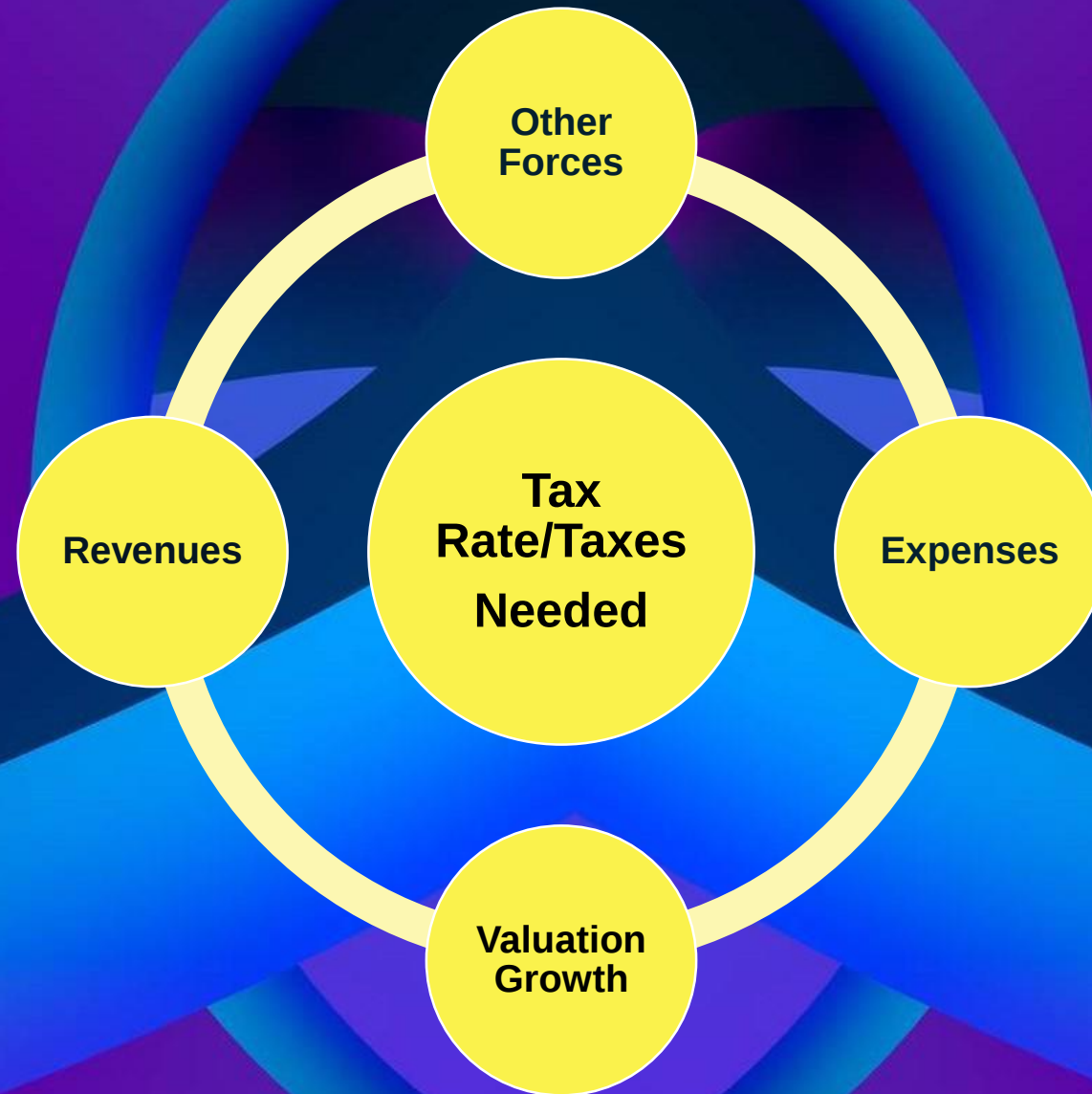


MEDIAN SINGLE FAMILY HOME CUMULATIVE CHANGE IN TAX BILL

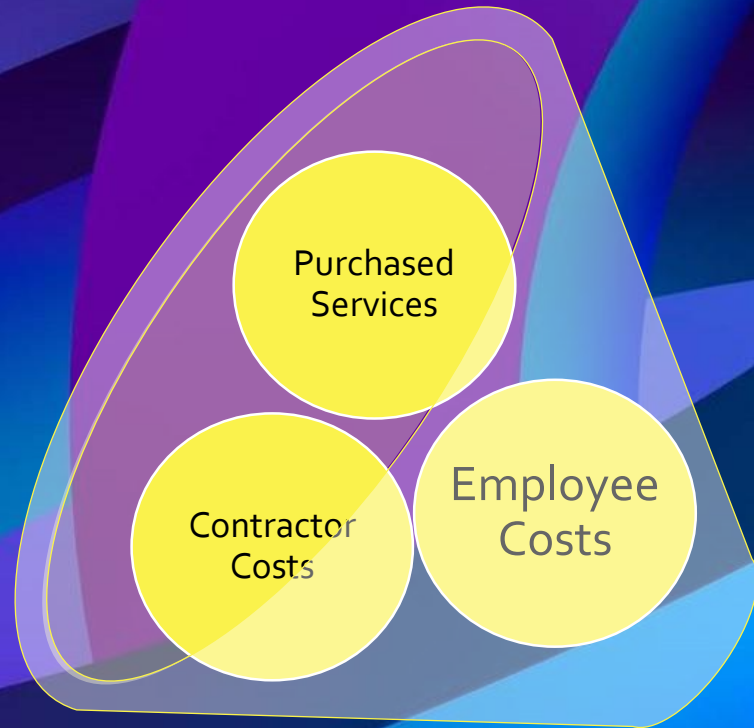
- **6 Old Hollis Rd**
 - **11.0%**
- **19 Alexander Dr**
 - **10.4%**
- **76 West St**
 - **8.4%**
- **3 Indian Ridge Rd**
 - **4.3%**



IMPACT OF EXTERNAL FORCES

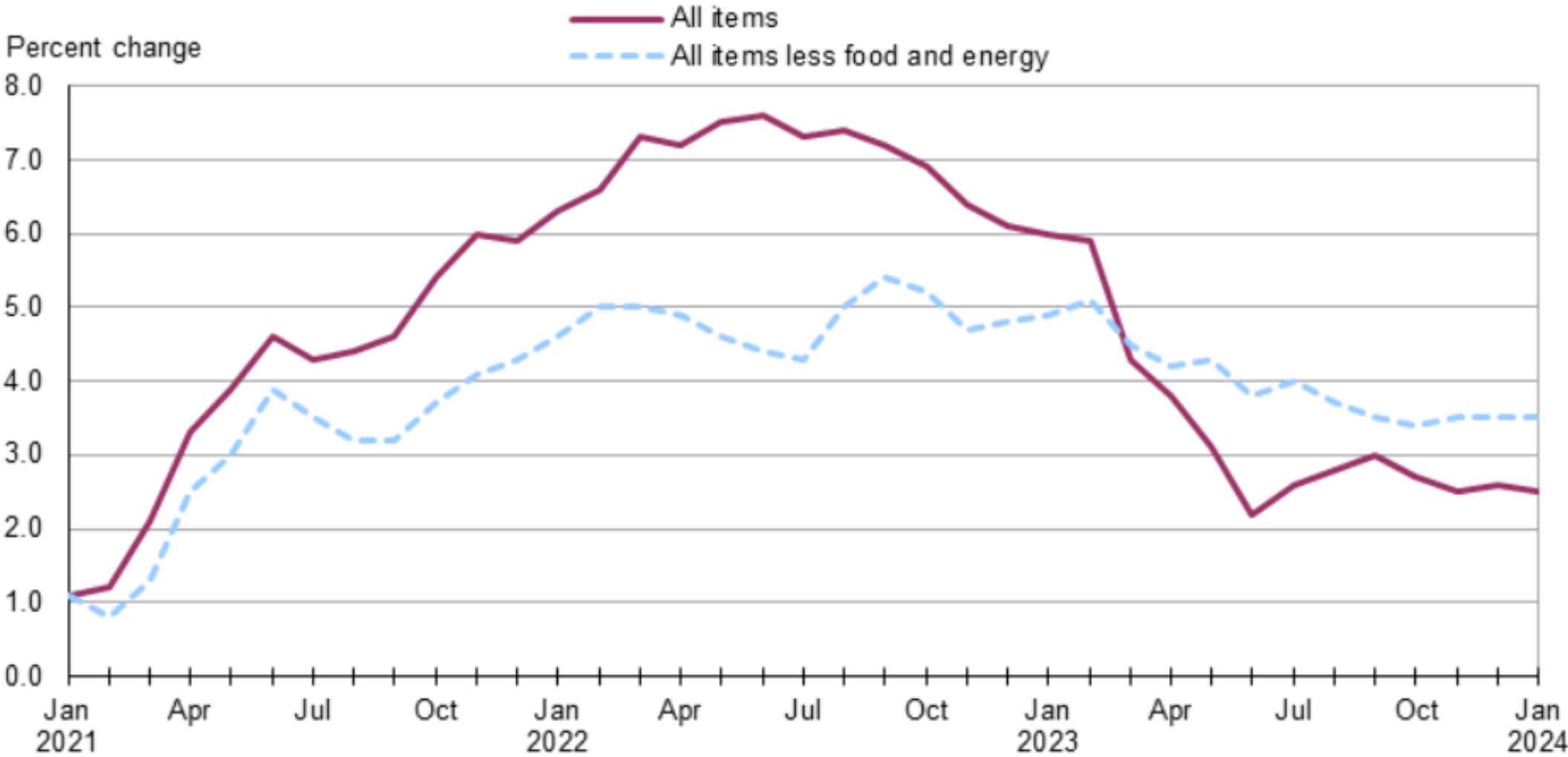


*Inflation impacts the City
just like every other
buyer...*



City
Expenses

Chart 1. Over-the-year percent change in CPI-U, Northeast region, January 2021–January 2024



Source: U.S. Bureau of Labor Statistics.

Unhoused

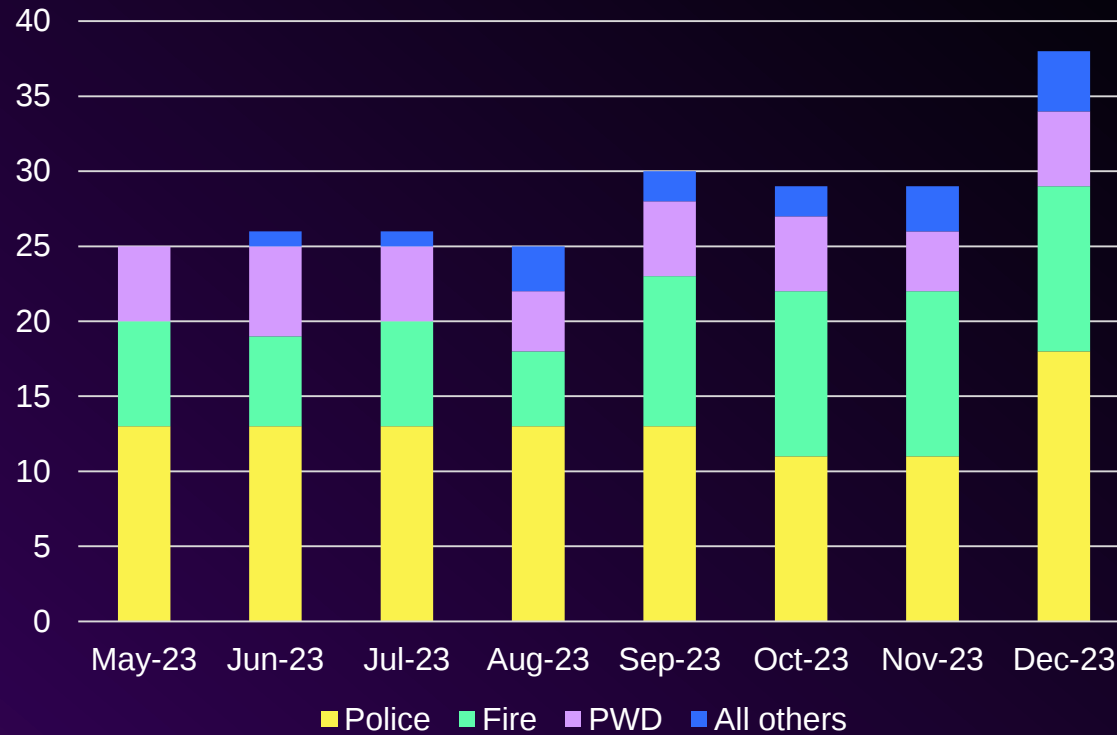
Labor
Market

Other
Factors

State &
Federal
Policies

EMPLOYEE CHALLENGES

City Vacant FT Positions



The Portland Press Herald

EST.
1862

January 7, 2024 “There were 310 unfilled full-time law enforcement positions across the state at the end of 2022, according to data compiled by the Maine Criminal Justice Academy.”

- Estimated currently 45,000 job openings unfilled in Maine today (Microsoft Bing AI results)



UNHOUSED CHALLENGE

Most difficult issue for local elected officials in my career

Federal and state responses often tied to the political rhetoric; falling short of effectiveness

Court decisions contradictory and at times unhelpful

BREAKING DOWN UNHOUSED ISSUES

Unhoused Groupings

- Economic crises that causes person to lose housing
- Economic disparities
- Substance abuse, mental health challenges and related issues
- Chronic unhoused

Types of Services

- Short term prevention/intervention programs
- Housing first type models
- Treating underlying trauma/issues contributing to unhoused challenge
- Creation of housing to meet those living in economically disadvantage conditions



COURT DECISIONS

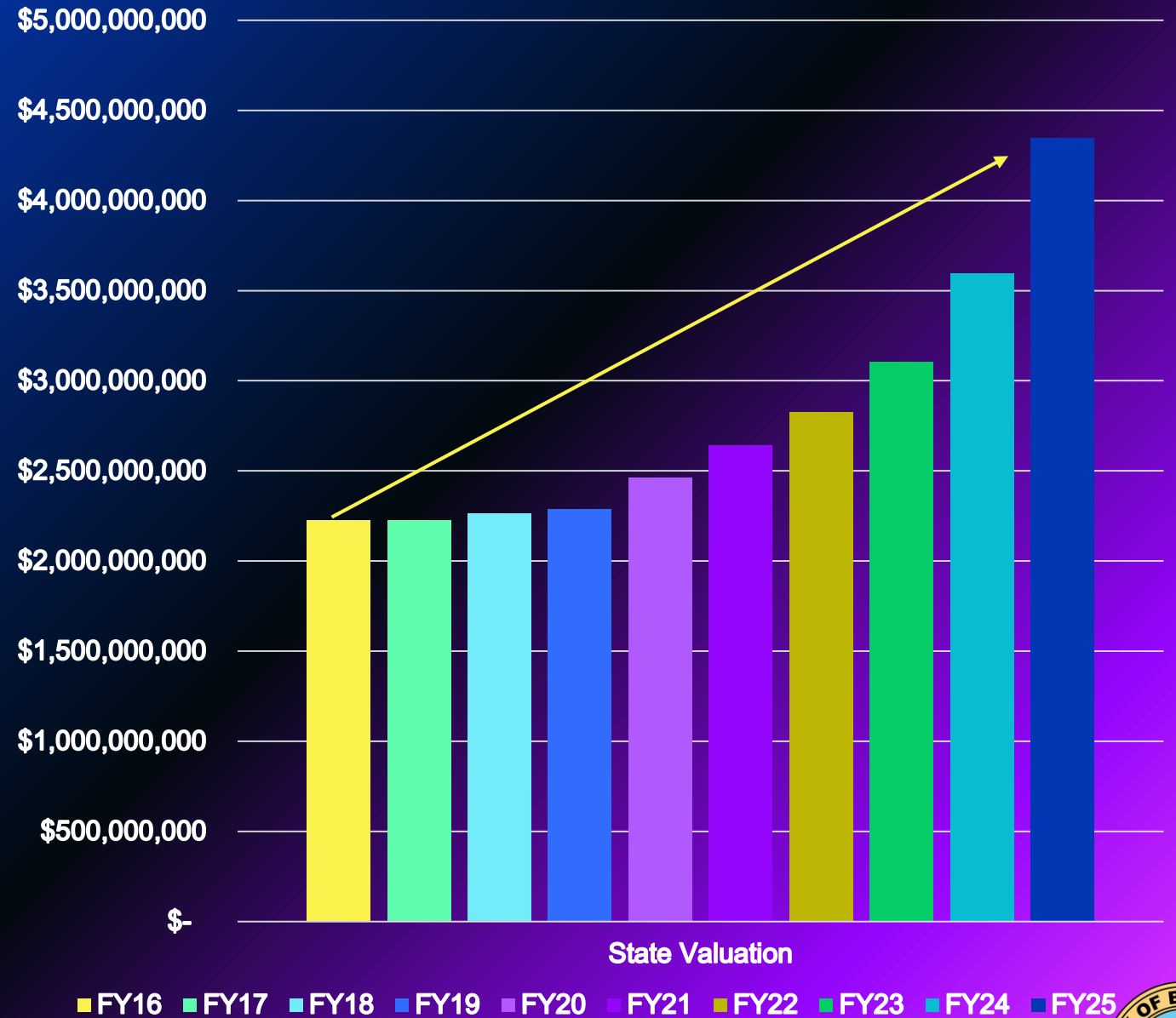
MARTIN vs BOISE

- September 4, 2018 9th Circuit Court
- Cities cannot make public camping illegal if homeless have no meaningful alternative
- Supreme Court refused to hear an appeal in 2019
- Without 'meaningful alternative' most public lands become available for encampments
- '*Grants Pass vs Johnson*' a similar case from Oregon is scheduled to be heard by Supreme Court in April



RAPIDLY RISING CITY VALUATION

- Biddeford seen as a desired community resulting in rapid valuation growth
 - COVID impact +
 - Biddeford change in image +
 - National housing shortage
- 95% increase in State valuation Since FY16



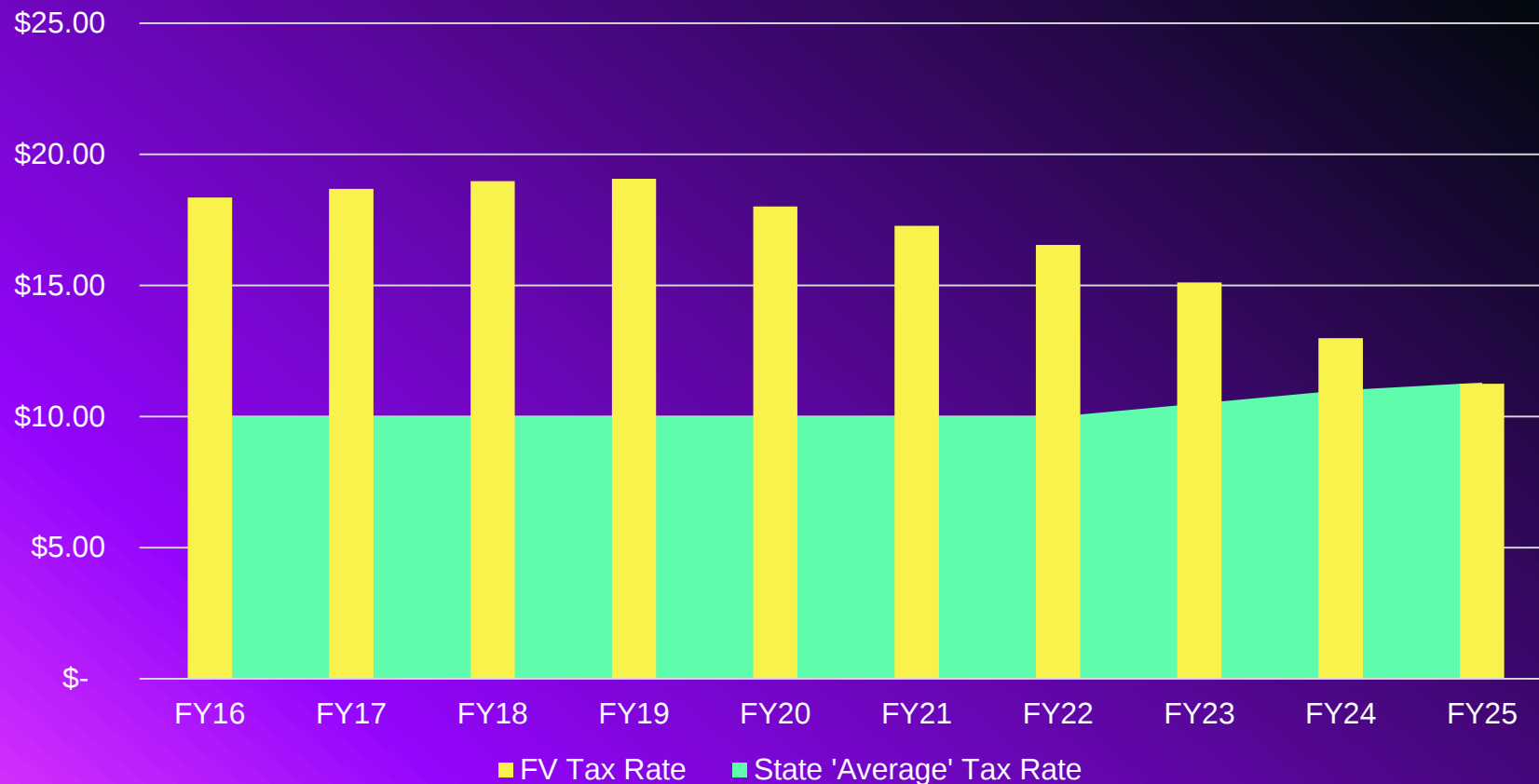
REVENUE SHARING 101

- Full value tax rate = local tax commitment (total property tax raised)/state valuation
- Multiplied by population = municipalities 'factor'
- Each municipality share of revenue sharing is calculated as percentage of sum of all municipalities factors
- Revenue Sharing I $\approx$ 80% of all state tax revenues
- Revenue Sharing II deducts the 'Ave' FV tax rate from each municipality prior to determination of municipal factor



REVENUE SHARING INSIGHTS

Biddeford FV Tax Rate vs State 'Ave' Rate

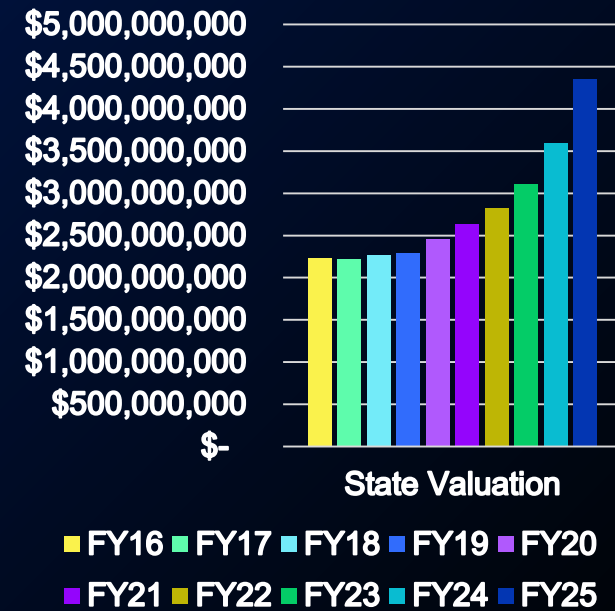


FY25 Impacts

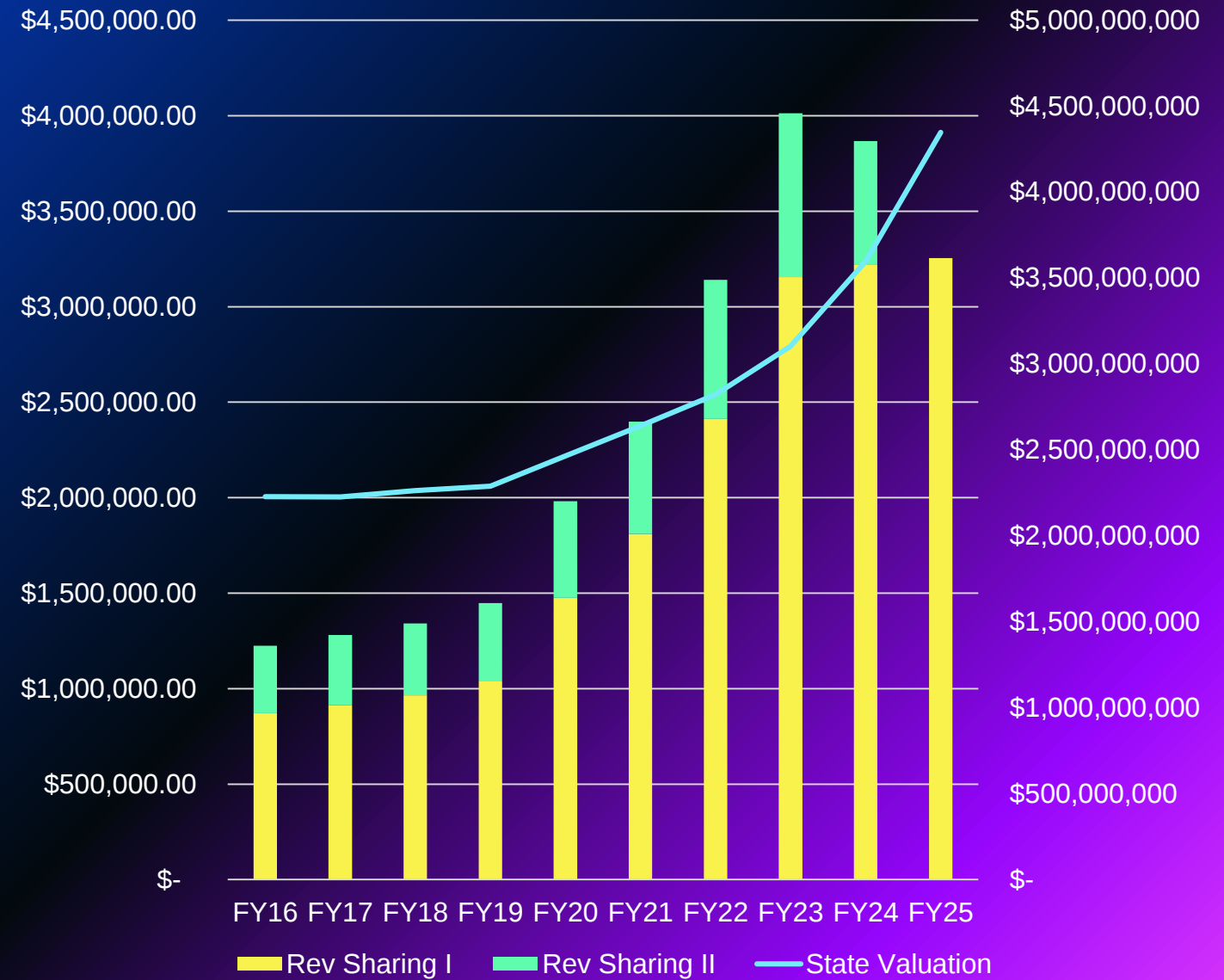
- ❑ City full value tax rate \$11.25
- ❑ State 'Ave' tax rate \$11.30
- ❑ Resulted in no funding for Rev II
- ❑ FY24 Biddeford Share = \$648,588.00



REVENUE SHARING HISTORY

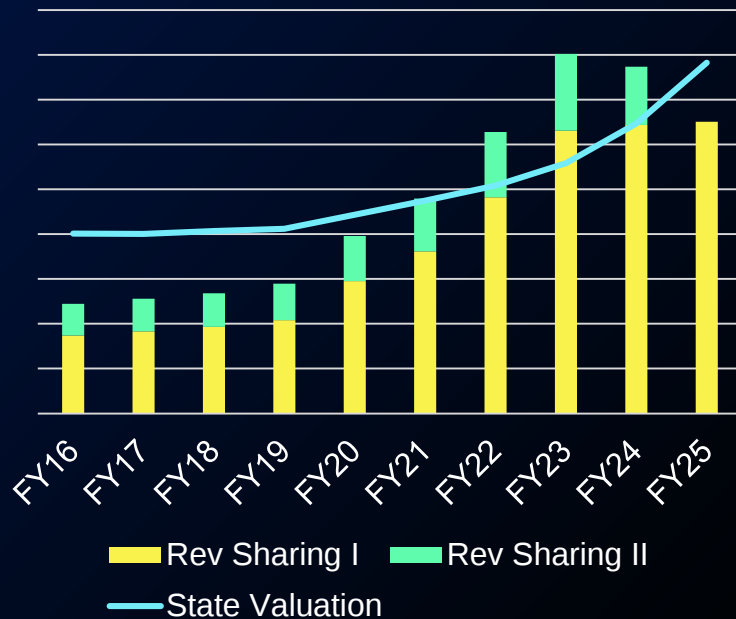


Rev Sharing vs State Valuation

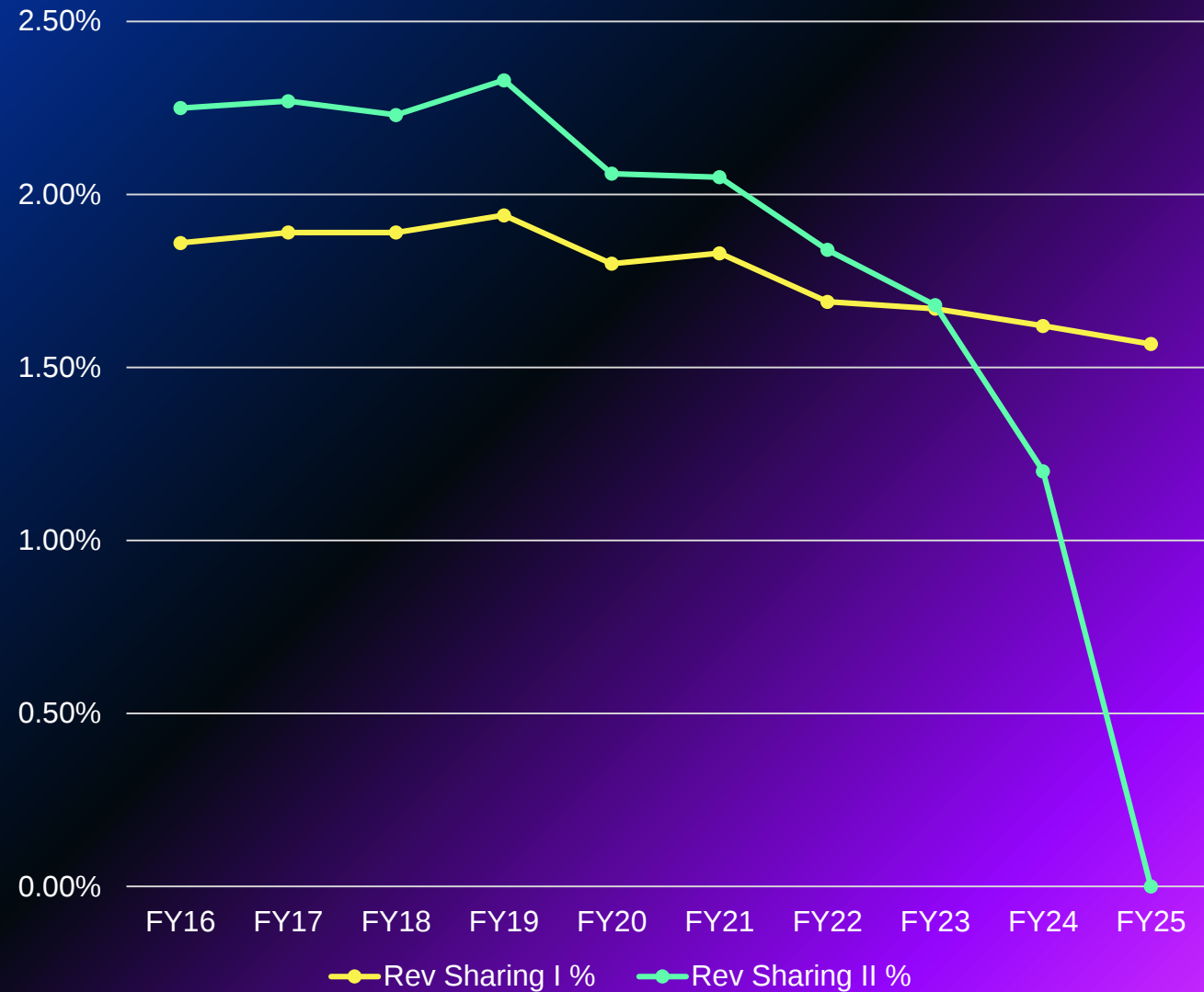


REVENUE SHARING HISTORY

Rev Sharing vs State Valuation



Biddeford % Share of Revenue Sharing



Limits of
Sources

Economy
Driven

Fees
Must Equal
Costs For
Services

Revenues
Non-
Property
Taxes

HISTORICAL BUDGETING PRIORITIES



PREPARING THE BUDGET CHALLENGES

- 5 new department heads preparing first Biddeford budget
- 5 of 6 finance team members completely new, less than a year or vacant
- Reconciliation issues required over 90,000 journal entries; even then much of the accounts not reflecting actual activity





PREVIOUS PRIORITIES OF COUNCIL

- Quality Schools
- Increase capital spending/reduce borrowing
- Economic development to increase non-residential tax base
- Expanded recreation program, especially afterschool and summer program
- Improving communication
- Opioid counselor & mental health resource counselor
- Employee development

NINE YEARS OF BUDGETING HISTORY

- ✓ City is employee thin; slow to add staff to the organization
- ✓ Budget transparency has provided more accurate projections of actual needs; reducing appropriating excess funds
- ✓ Capital investment high priority

THE VALUATION ISSUE



Market Appreciation on Types of Properties



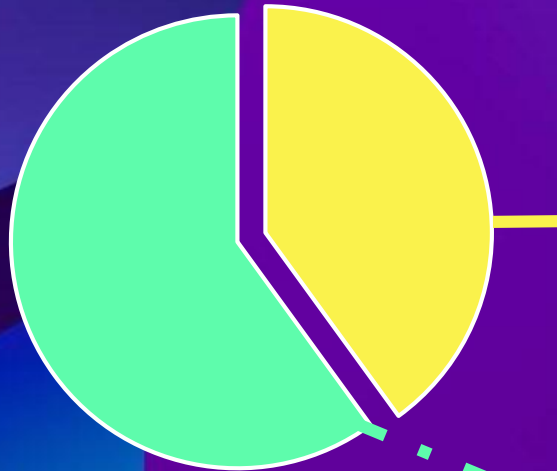
■ Single Family Home

■ Second/Vacation Properties

■ Rental Properties

■ Businesses

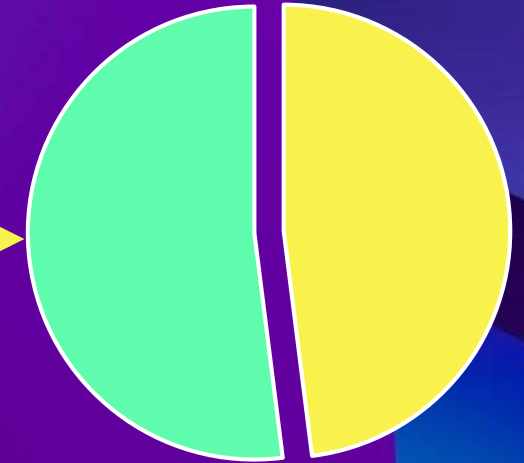
Valuation



■ Single Family Homes ■ All others

Projected to grow at a faster rate than any class of property in Maine

Valuation



■ Single Family Homes ■ All others

Creates greater tax burden for single family homeowners



Keep investing in community for business/other growth

KEY ASPECTS OF FY25 BUDGET

Recruiting & retaining employees

Capital investment

Unhoused funding

‘Flatting the incline’



THE PROPOSED BUDGET IMPACT

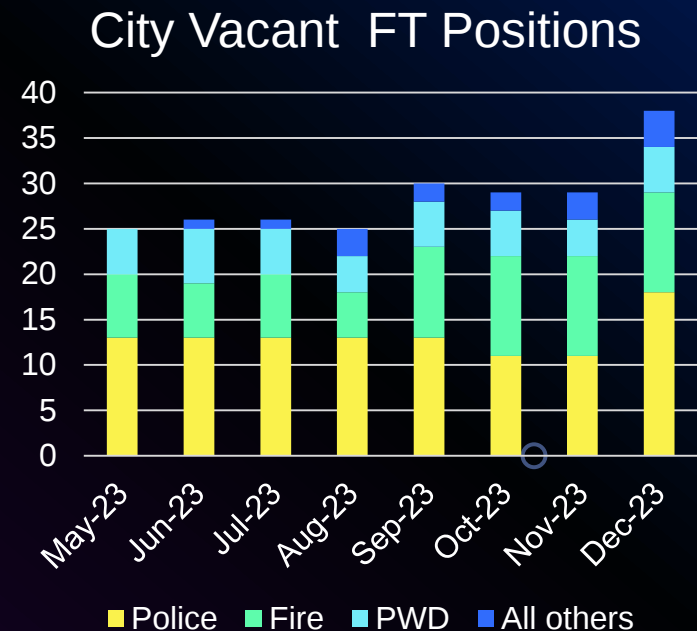
Department Head Requests

- Municipal Spending: \$46,455,638
Increase of \$5,655,896 or 10.23%
- Decrease in Revenue Sharing
\$845,048 or 20.61%
- Valuation Increase \$45,000,000
- Tax Rate \$14.31
- Increase of \$1.19 or 9.07%

City Manager Recommendation

RECRUITING & RETAINING EMPLOYEES

- 'Government needs to be more like a business'
- Employee recruitment very difficult, especially public safety
- Strategy moving forward:
 - 'Maine's preferred municipal employer'
 - Create niche employee opportunities specific to Biddeford
 - Continue to focus on organizational culture; employees feel valued and appreciated
 - Adjust wages/benefits to market regularly
- Impacts of wage changes to be competitive
 - Police \$900,000
 - Fire \$625,000
 - Non-union \$400,000



CAPITAL INVESTMENT

- Invest \$2.6 million in capital; same as FY24
- Inflationary pressures actually makes purchasing power less
- Holding line this year will put additional pressure to increase in FY26





UNHOUSED RECOMMENDATION IN THE BUDGET

- ❖ Add high level oversight, coordinator position within GA (total cost \$125,000)
- ❖ Fund a new social worker (total cost \$105,000)
- ❖ Funding needed for warming center (Seeds informed City in 2023 they would no longer be able to provide service) \$75,000
- ❖ Award CDBG funds to pilot transitional housing program
- ❖ Identify new location for only authorized encampment site in City (\$100,000)
- ❖ \$305,000 tax impact or \$0.07 on tax rate

FLATTING THE INCLINE

- No new positions except to deal with unhoused
- 'Unfunded' 2 vacant patrol and firefighter positions, but authorized to hire
- Positions that have 'grown' are not funded i.e. PT patrol
- Flat funded capital



NEXT STEPS

More budget presentations

- March 7 5:30 PM Dept Heads
- March 11 5:30 PM Dept Heads
- March 14 5:30 PM Non GF budgets, capital detail
- March 19 6:00 PM School
- March 21 5:30 PM Social/Municipal Agencies

1st Public Hearing

- March 26 5:30 PM

Budget Committee Deliberations

2nd Public Hearing (tentative date May 7)

Council Acts on Budget Committee Recommendation

THE PROPOSED BUDGET IMPACT

Department Head Requests

- Municipal Spending: \$46,455,638
Increase of \$5,655,896 or 10.23%
- Decrease in Revenue Sharing
\$845,048 or 20.61%
- Valuation Increase \$45,000,000
- Tax Rate \$14.31
- Increase of \$1.19 or 9.07%

City Manager Recommendation

- Municipal Spending: \$44,982,499
Increase of \$3,564,229 or 9.18%
- Decrease in Revenue Sharing
\$775,000 or 18.9%
- Valuation Increase \$45,000,000
- Tax Rate \$13.90
- Increase of \$0.78 or 5.98%
- Does not include unhouse funding



THANK YOU

City of Biddeford
City Council
February 20, 2024 6:00 PM Council Chambers & Zoom

Status:

- 1. Roll Call** - all present

Council President LaFountain
Councilor Lessard
Councilor Ortiz
Councilor Emhiser - via Zoom
Councilor Whiting
Councilor Beaupre
Councilor Mills
Councilor Schlaver
Councilor Belanger - via Zoom

2. Pledge of Allegiance

3. Adjustment(s) to Agenda

There will be no presentation

Orders of the Day 10.a. to 10.f. will be discussed in reverse order

4. Presentation

5. Appointments:

- 5.a. 2024.19) Approval/Mayoral Council Appointment to DEI Committee
[20240220 Council Appointment to DEI Committee -ORDER](#)

Motion: Councilor LaFountain

Second: Councilor Mills

Vote: Unanimous in favor. Via Zoom Councilors Emhiser and Belanger voted yea.
Motion passed.

- 5.b. 2024.20) Approval/Mayoral Appointments to Citizen Committees
[20240220 Application - Bistra Nikiforova- DEI Committee](#)
[20240220 Application- Anne Morrissey- DEI Committee](#)
[20240220 Application -Florence Leighton - DEI Committee](#)
[20240220 Application- Jeffrey Purser-DDC](#)
[20240220 Application- Ken Jordan-DDC](#)
[20240220 Application-Andrew Lovely -DEI Committee](#)
[20240220 Application-Breese Reagle- DEI Committee](#)
[20240220 Application-Maura Oakes -DEI Committee](#)
[20240220 Application-Sarai Manyiel -DEI Committee](#)
[20240220 Application-Syed Zafar-DEI Committee](#)
[20240220 Mayoral Appointments Citizen Committees- Appointments](#)

Motion: Councilor Schlaver

Second: Councilor Mills

Vote: Unanimous in favor. Via Zoom Councilors Emhiser and Belanger voted yea.

Motion passed.

6. Public Hearing

6.a. Public Hearing Dizzy Birds Rotisserie Liquor License new usage

[Dizzy Birds Rotisserie public hearing notice 2-20-24](#)

Public Hearing opened at 6:04pm

There were no public comments

Public Hearing closed at 6:05 pm

7. Liquor License Consideration

7.a. Liquor License Approval - Dizzy Birds Rotisserie, new usage.

[Dizzy Birds Rotisserie liquor license application](#)

Motion: Councilor Beaupre

Second: Councilor Schlaver

Vote: Unanimous in favor. Via Zoom Councilors Emhiser and Belanger voted yea.

Motion passed.

8. Public Addressing the Council...(3 minute limit per speaker for up to a total of 15 minutes)

Don Bisson gave an overview of the work that the Biddeford Food Pantry does to serve the community.

One citizen commented about the unhoused situation.

9. Consideration of Minutes:

9.a. Approval Council Minutes 2-6-24

[Council minutes 2-6-24](#)

Motion: Councilor Mills

Second: Councilor Whiting

Vote: Unanimous in favor. Via Zoom Councilors Emhiser and Belanger voted yea.

Motion passed.

10. Orders of the Day:

10.a. 2024.21) Approval/Authorization for Temporary Road Repairs

[Storm Damage Temp Repairs](#)

[Temp repairs ORDER](#)

[Bid tab](#)

[Storm Repair RFB](#)

[Foglio Bid](#)

[Grondin Bid](#)
[Shaws Bid](#)

Motion: Councilor Whiting
Second: Councilor Lessard

Public Works Director Jeff Demers spoke about the project and reminded everyone of the work beginning on Alfred Street in the next few weeks.

Vote: Unanimous in favor.
Motion passed.

- 10.b 2024.22) Approval/Maine Service Center Coalition Representative
[20240220 Maine Service Center Coalition Representative -ORDER](#)
[Maine Service Centers Coalition 2024 Representative](#)

Motion: Councilor Schlaver
Second: Councilor Lessard
Vote: Unanimous in favor.
Motion passed.

- 10.c. 2024.23) Approval/Stabilization Payment Biddeford Riverwalk Community 1, LLC
[20240220 Approval Stabilization Payment Biddeford Riverwalk Community 1, LLC - BRIEF](#)
[20240220 Approval Stabilization Payment Biddeford Riverwalk Community 1, LLC - ORDER](#)
[20240220 Biddeford Parking Stabilization Payment Calculation and Forecast - REFERENCE](#)
[20240220 Stabilization Payment 5, Biddeford Riverwalk Community 1, LLC - INVOICE.docx](#)

Motion: Councilor Lessard
Second: Councilor Schlaver

There was a review of how this works and what the City's obligation is. Several Councilors had questions and comments about using the money differently for marketing promotions. The Downtown Committee will be discussing the Premium Parking recommendations at their next meeting.

City Manager Jim Bennett brought this to the Council for transparency, it is an important issue. However, it is a contractual obligation and does not need to be voted on.

Mayor Grohman moved on from the discussion. There was no vote.

- 10.d 2024.24) Approval/Authorize Creation of Ad Hoc Veterans Committee and Appointment
[20240220 Mayors Ad Hoc Veterans Committee-ORDER](#)

Motion: Councilor Beaupre
Second: Councilor LaFountain
Vote: Unanimous in favor.
Motion passed.

- 10.e. 2024.25) Approval/Authorization Joint Development Agreement for Marble Block Project
[2-20-2024 Marble Block JDA - BRIEF](#)
[2-20-2024 Marble Block JDA - ORDER](#)
[20240214 Final Draft JDA - Marble Block](#)
[Marble Block - New Facade Design](#)
[Marble Block - Schematic Plans \(080723\)](#)

Motion: Councilor Beaupre
Second: Councilor Mills

Heart of Biddeford Director Delilah Poupore spoke in favor of the project and shared information that has been gathered from local businesses.

Economic Development Director George Gervais explained the major elements of the JDA. He answered questions about the timeline and the triggers for each phase.

Several Councilors had concerns with the Affordable Housing Trust Fund payment being made in increments versus a lump sum at the beginning and also the timing of the phases.

City Manager Jim Bennett explained how the project financing has evolved and that the developers listened to previous feedback and came back with an improved plan.

Several Councilors spoke about the Marble Block building, its history, challenges and lengthy vacancy.

Councilors Schlaver and Belanger both spoke about the list of positive benefits this would bring to the City.

Vote: 6 yeas – Councilors Schlaver, Whiting, Beaupre and Mills in person;
Councilors Emhiser and Belanger via zoom.
3 nays – Councilors Lessard, Ortiz and LaFountain.
Motion passed.

- 10.f. 2024.26) Approval/Fire Department Contract 2024
[20240220 Fire Contract Approval- ORDER](#)

Motion: Councilor Beaupre
Second: Councilor Mills

Councilor Lessard asked questions about the language.
City Manager Jim Bennett explained the major changes to the contract, the number of vacancies in the department and the market conditions effecting recruiting efforts.
Vote: 8 yeas – Councilors LaFountain, Ortiz, Whiting, Beaupre, Mills and Schlaver in person; Councilors Emhiser and Belanger via zoom.
1 nay – Councilor Lessard.
Motion passed.

11. Public Addressing the Council..(5 minute limit per speaker)

One citizen had concerns about loose dogs in the Westmore Avenue area.
Another citizen spoke about the unhoused.

12. City Manager Report

City Manager Bennett explained that the amounts the City uses in the General Assistance program are public information. Other portions of the GA program are confidential by State law. He also spoke about the City's efforts to assist the unhoused last summer. He will follow up with the citizen regarding the loose dogs. If anyone has concerns about daily operations they should reach out to his office.

13. Other Business

Councilor Lessard would like to work on the solutions for the unhoused.

14. Council President Addressing the Council

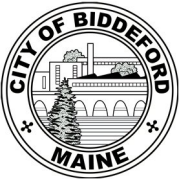
Council President LaFountain requested an update from staff about the existing JDAs and their progress.

15. Mayor Addressing the Council

Reminded everyone that there will be budget discussions soon.

16. Adjourn

Motion: Councilor Whiting
Second: Councilor Schlaver
Vote: Unanimous in favor.
Meeting adjourned at 7:56 pm



City Council

Meeting Date: March 5, 2024

Meeting Time: 6:00 PM

Agenda Item No: 8.b. Order # 2024.29

Item Description: Approval of HUD Housing Rehab Bid Award — 197 Alfred St

Submitted by: Gail Wilkerson, HUD Housing Programs Director

Supporting Information/Documentation: *Bid Summary & Bidder Proposal Sheets—197 Alfred St*

Key Terms: N/A

Executive Summary:

The Housing Rehab Division recommends awarding the bid for lead abatement and other necessary health/safety improvements at 197 Alfred St. to ME-licensed abatement contractor Ray Corp of Lewiston in the amount of \$52,050. The other bid received came in at \$64,500, and the independent cost estimate for the work was \$56,550. These data support the cost reasonableness of Ray Corp's bid. Work is expected to begin in April and conclude in 6 weeks. Full bid proposals are available for review on request.

Detailed Review:

This 3-unit property was inspected for lead hazards in November 2023 and for other health/safety hazards during multiple site visits in Jan and Feb 2024. Owner Alan Zullo applied for and is eligible for HUD CDBG funding for the needed improvements. The lion's share of the total project cost is the abatement of bare soil around the property, the replacement of 9 leaded windows, and the mitigation of interior common floors, stairways, and porch doors. Non-lead-related rehabilitation work includes installing 2 fire-rated doors, replacing 5 deteriorating windows to improve building energy efficiency, raising stairway guardrails, and improving the fire safety of the entryway to one of the units, which was designed in consultation with both Fire Department and Code Enforcement staff.

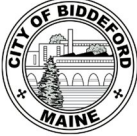
Funding Source:

PY23 HUD CDBG Housing Rehabilitation Budget

Staff Recommendation:

The contractor noted above has satisfactorily performed work for the City's HUD Programs and is a firm in good standing with the Maine DEP and the federal government, as confirmed by a check of the System for Award Management (sam.gov) on 2/29/24. Staff recommends awarding the project to Ray Corp in the amount of \$52,050.

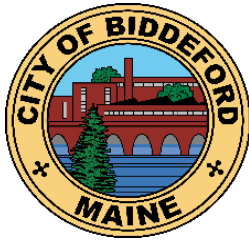
City of Biddeford



2024.29 IN BOARD OF CITY COUNCIL... March 5, 2024

BE IT ORDERED, that the award for the HUD CDBG Housing Rehab project at 197 Alfred Street, as detailed in RFB# 2024-002-021-CDBG, be awarded to Maine-licensed abatement contractor Ray Corp of Lewiston in the amount of \$52,050.00. Work is projected to begin in April 2024 and conclude in 6 weeks. Contractor has satisfactorily performed this type of work for the City's CDBG & Lead Programs and is a firm in good standing with the Maine Department of Environmental Protection and the federal government, as confirmed by a check of the System for Award Management (sam.gov) on 2/29/24.

Attest by:_____



City of Biddeford Bid Summary

Lead Hazard Reduction & Other Related Rehab: 197 Alfred Street			
RFB# 2024-002-021-CDBG Contractors' Bid Submittals		Bid Open: 2/29/24 10:00 AM	
	Ray Corp	RC Group	City Estimate
Unit 101 Total	\$ 26,500.00	\$ 30,700.00	\$ 35,050.00
Unit 102 Total	\$ 2,000.00	\$ 2,000.00	\$ 1,800.00
Unit 201 Total	\$ 5,450.00	\$ 6,900.00	\$ 2,200.00
Related Rehab	\$ 18,100.00	\$ 24,900.00*	\$ 17,500.00
Total Bid	\$ 52,050.00	\$ 64,500.00	\$ 56,550.00

**RC's bid did not include addendum work scope*

Housing Staff Present:

Lisa Shultz x

Gail Wilkerson x

Proposed Start: April 2024

Proposed Start: 6 weeks

CITY OF BIDDEFORD
PROPOSAL FORSubmission
Page1LEAD ABATEMENT & OTHER RELATED REHAB --
197 ALFRED STREETTO: Housing Rehab Director
City Hall, Biddeford, Maine

BID NO. 2024-002-021-CDBG

Dear Ms. Wilkerson,

The undersigned hereby declares that he/she has carefully examined the location of the proposed work, the proposed Design Specifications, and the Bid Forms therein referred to and that he/she proposes and agrees, if this Proposal is accepted, that he/she will contract with the Owner of the Property, executed by the City, to provide all machinery, tools, labor, equipment, or other means of construction; and to complete all work and furnish all materials, except any Design/Architectural services to be furnished by the City, necessary to complete the work in the manner and time therein prescribed. Must be in accordance with the conditions and requirements set forth in the Design Specifications and the requirements of the Lead Program Manager as provided therein; and that he/she will accept in full payment therefor the following sums to wit:

Bidders previously vetted by the City and in good standing waive the following requirement:

Now bidders shall provide a statement of qualifications to perform the desired Scope of Work, including evidence of personnel and their required licenses/insurance, and demonstrate adequate capacity to complete this project's scope of service (or written plan to hire additional personnel that meet above criteria). Section 3 worker requirements are in effect for contracts with over \$200,000 in Federal Rehab funding (over \$100,000 if using LEAD Grant Funding).

The City reserves the right to limit awards to specific properties due to available funding.

The basis of the Award shall first be to the lowest responsive bidder, with the earliest anticipated clearance date, provided the project budget can cover the bid price.

Time to clearance and completion is a primary consideration for this Award.

Please Acknowledge the Receipt of Addenda 1 : yes (Yes / No)

Total LEAD Hazard Control Work	\$ 33,950.00
Total Healthy Homes/Other Rehab Work (OPTIONAL)	\$ 18,100.00
Not Applicable Optional Item	(Do not Total) \$

Total Price (written out):

Without Option Items

Without Option Item

Fifty Two Thousand Fifty and 00/100

(\$ 52050.00)

Anticipated Contract Date:

Preferred Project clearance by:

Anticipated Project Start Date: 4/24

Anticipated Weeks Required: 6

RETURN WITH BIDSubmission
Page 2

The undersigned further agrees that, after notification by the City of the acceptance of his/her Proposal and the readiness of the Contract for signature, he/she will execute the Contract within ten (10) days, Saturdays, Sundays and Holidays, excepted, and that he/she will commence the work within the timeline agreed to in the executed contract, unless written request for extension is provided to the Rehab Coordinator prior to completion date; and that he/she will prosecute the work to its completion within the time limit specified in said contract.

The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of Biddeford and of the State of Maine, in that order. The undersigned hereby further declares that the only persons or parties interested in this Proposal, as principals, are named below; that the Proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the City of Biddeford is directly or indirectly interested in this Proposal or in any contract that may be made under it or in profits expected to arise therefrom.

After careful review of the following, the applicant(s) and contractor, understand and accept the work described herein. Only the work described herein will be performed. ANY and ALL changes to these design specifications must be by written change order and agreed to by all parties, as it relates to program requirements. Cost Change Orders will only be considered due to change in Scope of Work.

Company Name	Ray Corporation
Signature	<i>Carl J. Morrison</i>
Title	C.O.O. Ray Corp.
Printed Name	Carl Morrison
Physical Address	571 Sabbath St Suite 1 Lewiston ME 04240
Mailing Address	
Firm Tax ID/ Unique Entity #	J4QE2GN27K57
Date	2/26/24
Phone #	207-241-2777
Fax #	

Submission
Additional
Pages

Please include cost breakdown on bid sheets provided / or company letterhead to better qualify your bid. You may clarify what is included in your bid price with notes on the bid submission paperwork as needed. New bidders please include a statement of qualifications to perform the desired Scope of Work

LEAD ABATEMENT & OTHER RELATED REHAB --
197 ALFRED STREET

BID NO. 2024-002-021-CDBG

TO: Housing Rehab Director
City Hall, Biddeford, Maine

Dear Ms. Wilkerson,

The undersigned hereby declares that he/she has carefully examined the location of the proposed work, the proposed Design Specifications, and the Bid Forms therein referred to and that he/she proposes and agrees, if this Proposal is accepted, that he/she will contract with the Owner of the Property, executed by the City, to provide all machinery, tools, labor, equipment, or other means of construction; and to complete all work and furnish all materials, except any Design/Architectural services to be furnished by the City, necessary to complete the work in the manner and time therein prescribed. Must be in accordance with the conditions and requirements set forth in the Design Specifications and the requirements of the Lead Program Manager as provided therein; and that he/she will accept in full payment therefor the following sums to wit:

Bidders previously vetted by the City and in good standing waive the following requirement:

New bidders shall provide a statement of qualifications to perform the desired Scope of Work, including evidence of personnel and their required licenses/insurance, and demonstrate adequate capacity to complete this project's scope of service (or written plan to hire additional personnel that meet above criteria). Section 3 worker requirements are in effect for contracts with over \$200,000 in Federal Rehab funding (over \$100,000 if using LEAD Grant Funding).

The City reserves the right to limit awards to specific properties due to available funding.

The basis of the Award shall first be to the lowest responsive bidder, with the earliest anticipated clearance date, provided the project budget can cover the bid price.

Time to clearance and completion is a primary consideration for this Award.

Please Acknowledge the Receipt of Addenda 1 : YES. (Yes / No)

Total LEAD Hazard Control Work	\$ 39,600
Total Healthy Homes/Other Rehab Work (OPTIONAL)	\$ 24,900
Not Applicable Optional Item	(Do not Total) \$ 64,500

Total Price (written out):

Without Option Items

Without Option Item

SIXTY FOUR THOUSAND FIVE HUNDRED

(\$64,500)

Anticipated Contract Date:

Preferred Project clearance by:

Anticipated Project Start Date: 04/15/2024

Anticipated Weeks Required: 12

RETURN WITH BID

Submission

Page 2

The undersigned further agrees that, after notification by the City of the acceptance of his/her Proposal and the readiness of the Contract for signature, he/she will execute the Contract within ten (10) days, Saturdays, Sundays and Holidays, excepted, and that he/she will commence the work within the timeline agreed to in the executed contract, unless written request for extension is provided to the Rehab Coordinator prior to completion date; and that he/she will prosecute the work to its completion within the time limit specified in said contract.

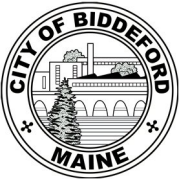
The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of Biddeford and of the State of Maine, in that order. The undersigned hereby further declares that the only persons or parties interested in this Proposal, as principals, are named below; that the Proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the City of Biddeford is directly or indirectly interested in this Proposal or in any contract that may be made under it or in profits expected to arise therefrom.

After careful review of the following, the applicant(s) and contractor, understand and accept the work described herein. Only the work described herein will be performed. ANY and ALL changes to these design specifications must be by written change order and agreed to by all parties, as it relates to program requirements. Cost Change Orders will only be considered due to change in Scope of Work.

Company Name	RC GROUP INC.
Signature	
Title	SR. VICE PRESIDENT
Printed Name	JEFFREY R. PARKE
Physical Address	40 MAIN ST. 13-140 BIDDEFORD ME 04005
Mailing Address	SAME
Firm Tax ID/ Unique Entity #	81-4116681 / MKDNCL6YQMN7
Date	02/29/2024
Phone #	(646) 634-5124
Fax #	

Submission
Additional
Pages

Please include cost breakdown on bid sheets provided / or company letterhead to better qualify your bid. You may clarify what is included in your bid price with notes on the bid submission paperwork as needed. New bidders please include a statement of qualifications to perform the desired Scope of Work



City Council

Meeting Date: March 5, 2024

Meeting Time: 5:00pm

Agenda Item No: 8.c.

Item Description: Approval/ Award ADA + 2 Stall Trailer Rental Agreement

Submitted by: Catherine Ellis, Recreation Director

Supporting Information/Documentation:

Imperial Restrooms Quote

VIPTOGO Quote

New England Restrooms Quote

Key Terms:

Restroom Trailer

Executive Summary:

Approval to award Imperial Restrooms Inc the rental agreement for an ADA + 2 Stall Restroom Trailer not to exceed \$20,000.

On February 06, 2024, City Council voted to allow the Recreation Department to begin the procurement process to seek temporary alternatives to the Bathhouse at Gilbert Boucher Park for the summer of 2024.

Detailed Review:

The Bathhouse sustained significant structural damage during the January 2024 storm, and will require a rebuild to become operational.

The Recreation Department has researched alternative amenities to provide temporary restroom and changing facilities from Memorial Day to Labor Day at Gilbert Boucher Park.

The Recreation Department seeks approval to award Imperial Restrooms Inc the rental agreement for an ADA + 2 Stall Restroom Trailer.

The restroom trailer consists of three total stalls, one which can accommodate ADA requirements. The Bathhouse had previously provided four stalls and showers.

Public Works can tap into existing water and sewer lines once trailers are on site to reduce the need for emptying services throughout the week.

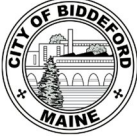
Funding Source:

At the recommendation of the City Manager. The cost would be \$18,700.

Staff Recommendation:

Staff recommends approval to enter a rental agreement with Imperial Restrooms Inc for an ADA + 2 Stall Restroom Trailer not to exceed \$20,000. The quote met the requirements and was the lower of three quotes received.

City of Biddeford

The seal of the City of Biddeford, Maine, is circular. It features a central illustration of a lighthouse on a rocky shore with waves. The words "CITY OF BIDDEFORD" are inscribed around the top inner edge, and "MAINE" is at the bottom. There are small stars on either side of the word "MAINE".

2024.30 IN BOARD OF CITY COUNCIL... March 5, 2024

BE IT ORDERED, that the City Manager is authorized to enter into an agreement with Imperial Restrooms for an ADA + 2 Stall Restroom Trailer rental in the amount not to exceed \$20,000.

Attest by:_____

Biddford Recreation Department ADA + 2 Stall Restroom Comparison			
Comparable Info	Quote #1	Quote #2	Quote #3
Company	Imperial Restrooms	V/ProGo	New England Restrooms
Units	(1) ADA + 2 Stall Restroom Trailer	(1) ADA + 2 Stall Restroom Trailer	(1) ADA + 2 Stall Restroom Trailer
Amenities	Lights, heat, AC, vanity sink, and mirrors	Lights, heat, AC, vanity sink, and mirrors	Lights, heat, AC, sink, and mirrors
Daily Cleaning	City shall be responsible for maintaining the unit in a clean and sanitary condition	City shall be responsible for maintaining the unit in a clean and sanitary condition	City shall be responsible for maintaining the unit in a clean and sanitary condition
Electric	(4) 110volt/ 20- amp non-GFCI breaker(s)	(4) 110volt/ 20- amp non-GFCI breaker(s)	(2) 110volt/ 20- amp non-GFCI breaker(s)
Water	(2) normal household garden hose within 25 feet of the trailer.	normal household garden hose	normal household garden hose
Sewer	Ability to connect to a sewer line	Ability to connect to a sewer line	Ability to connect to a sewer line
Delivery	5/25/24 - 5/26/24	5/25/24 - 5/26/24	5/25/24 - 5/26/24
Dates	5/27/24 - 9/2/24	5/27/24 - 9/2/24	5/27/24 - 9/2/24
Pick-Up	9/3/24 - 9/4/24	9/3/24 - 9/4/24	9/3/24 - 9/4/24
Price	\$18,700.00	\$20,589.00	\$32,350.00



P.O Box 5027 Hudson FL 34674

WWW.IMPERIALRESTROOMS.COM

TO: Biddeford Recreational Department

Date: 02/08/2024

ATTN: Lisa Thompson

(1) ADA +2 Stall Restroom Trailer: 05/27/2024 – 09/02/2024, \$ 18,000.00

Delivery: 05/25/2024 – 05/26/2024, \$ 350.00

Pickup: 09/03/2024 – 09/04/2024, \$ 350.00

TOTAL: \$ 18,700.00 Tax exempt

The ADA +2 restroom trailer comes with one female, one male restroom, and one unisex room. The restroom trailers will include lights, heat, AC, and sinks. They have a vanity, and mirrors on both sides. The units will be delivered to: Biddeford Maine

This is a monthly (28 day) charge billed in advance (please see terms and conditions below).

The totals above are only for the first month billing cycle. This cycle would end on 06/23 and a new billing cycle would start on 06/24.

Pump outs: There is pump out included upon pickup.

General: Customer shall be responsible for maintaining the unit in a clean and sanitary condition during the rental period. The delivery, initial supplies, setup and pick up shall not be included in the rental amount.

Electric and Water: Customer is responsible for providing: (4) 110volt/ 20- amp non-GFCI breaker(s) and (2) normal household garden hose **within 25 feet of the trailer**. If the electric outlets and/or water source are farther than 25 ft. customer will be responsible for providing additional electric cords and/or hoses. Electric and water must be available at the time of delivery so the trailer can be connected and tested before the driver leaves. **Electric and water sources can be no farther than 50 ft. from the trailer.**

Placement: The unit must be on hard compacted level ground and have enough room to set up with an F-550 truck.

Sewer Connection: If trailer will be connected to the sewer, the customer will be responsible for hiring the plumber to make the connection and install a cleanout.

TERMS AND CONDITIONS

1. The customer agrees to pay rental unit fee at signing with a credit card. If full payment has not been received by day of delivery the first half of payment is still due with first half of rental forfeited and unit will not be delivered.
2. Customer agrees to keep trailer unit facilities clear and accessible for the service truck at all times. If the facility is blocked, we will charge an additional fee of \$50.00 for added visits.
3. The customer agrees not to sell, rent, lease, move or otherwise give possession of trailer unit facilities except to Imperial Restrooms, Inc.
4. Payments should be made payable to Imperial Restrooms, Inc. All cleaning and pump out fees will be charged on the day the services are provided to customers credit card.
5. Customer agrees to keep equipment protected and properly secured during term of the contract; customer also agrees to pay for any damage or loss of any equipment.
6. Customer will acknowledge receipt of the property listed above and is to inspect it at time of delivery.
7. Imperial Restrooms, Inc. may take possession of equipment if payment has not been received within the terms of rental agreement and is entitled to all monies owed for the entire rental period.
8. Customer is responsible for all cost of collections including attorney fees together with added late fees due Imperial Restrooms, Inc.
9. Cancellation Policy: If unit is cancelled by customer before the delivery date the first half of payment is forfeited.
10. If driver has to wait for the customer for any reason during delivery or pick up, including but not limited to, making space available, having electric or water ready, there will be a \$75 per hour additional charge. If water or electric is not available or provided at the agreed upon time of delivery Imperial Restrooms will not be responsible for any water or electrical problems. If the trailer cannot be tested before the driver leaves, the customer will be fully responsible for any service charges required to get trailer fully functional.
11. By signing this proposal the customer agrees to abide by the terms and conditions in said proposal. Imperial Restrooms, Inc agrees to supply the trailer units and provide the type of service plan agreed upon. Customer agrees to assume all risks of and hold Imperial Restrooms, Inc. harmless for any property damage and personal injuries caused by equipment, and/or rising out of contractor's non-negligent acts.

Customer Signature/Title _____

Date _____

THANK YOU!

Contact Information

Imperial Restrooms, Inc.
P.O Box 5027 Hudson FL 34674
Phone: 1-877-845-6110
Fax: 727-845-7339

www.imperialrestrooms.com
sales@imperialrestrooms.com

 877.564.6977  845.362.4622
 info@viptogo.com  www.viptogo.com
 21 Van Natta Drive, Ringwood, NJ 07456

QUOTE # VIP28125

Date : February 27, 2024

To:

Name : Catherine Ellis
 Email : catherine.ellis@biddefordmaine.org
 Phone : 207-298-7432
 Job Address : Biddeford, ME, USA
 Event Dates : 05/24/2024 to 09/03/2024

EDIT QUOTE

RESERVE

YOUR PASSWORD TO ACCESS QUOTE : 508956

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	ADA Temporary Restroom + Two Station Trailer	\$ 5,597.00	\$ 5,597.00

Water Charges	\$ 0.00
Electricity Charges	\$ 0.00
Attendant Servicing	\$ 0.00
Additional Servicing	\$ 0.00
Pro Power Light	\$ 0.00

SUB TOTAL	\$ 5,597.00
SALES TAX	5.5 %
Discount Applied	\$ 0.00
TOTAL*	\$ 5,904.84 /Per 28 Days

EDIT QUOTE

RESERVE

YOUR PASSWORD TO ACCESS QUOTE : 508956

THANK YOU FOR YOUR BUSINESS!

www.viptogo.com



NEW ENGLAND RESTROOMS, INC

PO BOX 555
NORTH READING, MA 01864

Ph: 978-988-8839 Fax:
Email: office@newenglandrestrooms.com

**Proposal**

Billing Address
NEW ENGLAND RESTROOMS PO BOX 555 NORTH READING, MA 01864

Service Address
CATHERINE ELLIS BIDDEFORD, ME 04005

Phone: (978) 988-8839

Fax: 0

Cust #	Site #	Date	Clerk	Terms	P.O.#	Proposal #	Page
20240000	17903	1/29/2024	NMA			A-38173	Page 1 / 1

DESCRIPTION	RATE	QTY	TAX%	TAX	AMOUNT
5/23/2024 RENT MONTHLY ADA PLUS 2 RESTROOM TRAILER 5/23-9/3	8,000.00/MTH	4			32,000.00
5/23/2024 REFUNDABLE SECURITY DEPOSIT	1,000.00/EACH	1			1,000.00
5/23/2024 DELIVERY SETUP/PICKUP	350.00/EACH	1			350.00
5/23/2024 NON-REFUNDABLE RESERVATION DEPOSIT DUE WITH CONTRACT	(1,000.00)/EACH	1			(1,000.00)
Total					32,350.00

Thank You

Statement as of 2/27/2024	Future: 0.00	Current: 0.00	30 Day: 0.00	60 Day: 0.00	90 Day: 0.00	Total Due: 0.00
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Please detach here and return the bottom portion with your payment.

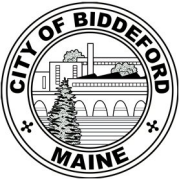
Div:A Cust #: 20240000 Site #:17903 Proposal #: 38173

From NEW ENGLAND RESTROOMS
PO BOX 555
NORTH READING, MA 01864

Proposal #	A-38173
Total Pre-Tax	32,350.00
Total Tax	0.00
Proposal Total	32,350.00
Paid Amt	0.00
Adjustment Amt	0.00
Balance	32,350.00

To New England Restrooms, Inc
P.O.Box 555
North Reading, MA 01864

All invoices more than 30 days old are charged a late fee of 1.5% per month or 18% per years



City Council

Meeting Date: March 5, 2024

Meeting Time: 6:00 PM

Agenda Item No: 8.d.

Item Description: 2024.31) Approval/Amendment Rules of the City Council, Rule 4

Submitted by: Brian S. Phinney, COO

Supporting Information/Documentation:

N/A

Key Terms:

N/A

Executive Summary:

Action on this item amends the Rules of the City Council at Rule 4 to make the rule consistent with the City Charter.

Detailed Review:

Rules of the City Council appear in the Code of Ordinances under Appendix A. The Rules of the City Council, Sec. A-4 Rule 4: Ordinances; resolutions; orders (emphasis added) reads as follows:

- a. All orders and resolutions imposing a penalty or authorizing the expenditure of money shall have more than one reading before they shall be finally passed by the Council.
- b. No ordinance, order or resolution imposing a penalty or authorizing the expenditure of money shall have more than one reading on the same day, except as allowed under Article III, Section 8, of the Charter of the City of Biddeford.
- c. *Every new ordinance or amendment to an ordinance shall be read and voted on two separate days in accordance with Article III, Section 8, of the Charter of the City of Biddeford. Article III, Section 8, shall govern the passage of ordinances.*

By comparison, the City Charter, Article III City Council, Sec. 8 Procedure (emphasis added), reads as follows:

The City Council shall keep a record of its proceedings and shall determine its own rules of procedure and make lawful regulations for enforcing the same. The meetings of the City Council shall be open to the public. The City Council shall create an ordinance and establish procedures to allow the public to address the City Council at all City Council meetings. Said ordinance shall also establish procedures to allow any City Councilor (with concurrence of at least one other City Councilor) the authority to place any item on the agenda within 30 days. The City Council shall act only by ordinance, order, or resolve. All ordinances, orders and

resolves, except orders or resolves making appropriations of money, shall be confined to one subject which shall be clearly expressed in the title. An appropriation, order or resolve shall be confined to the subject of appropriations only. No ordinance and no appropriation order or resolve shall be passed until it has been read on two separate days, except when the requirement of a second reading on a separate day has been dispensed with by the vote of 2/3 of the members present and voting. The yeas and nays shall be taken upon the passage of all ordinances and entered on the record of the proceedings of the City Council by the Clerk...

It is believed that the intent of the Rules of the City Council, when drafted, were to be consistent with the City Charter. As indicated above by the double-underline in each respective section, the City Charter required to readings for any appropriation. This requirement is observed, for example, during the budget process with two readings of the budget appropriation.

The Rules of the City Council at Rule 4, used the word “expenditure” in place of the word “appropriation” found in the Charter. The word expenditure has a completely different meaning than appropriation and as written, every order before the City Council authorizing an expenditure currently requires two readings on two separate days. This means that project awards, vehicle purchases, equipment purchases, etc., should receive two readings based on the language of Rule 4. As the City Council is aware this has not been the practice. Only one reading has been performed and supports the assumption that barring word choice, it was not the intent of the Rule to require two readings for each expenditure.

The City Council is asked to consider amending Rule 4 by deleting the word “expenditure” and replacing with the word “appropriation” to be consistent with the City Charter. Alternatively, if the City Council desires to require two reading for all expenditures as specified under the current wording of the Rule, staff will review and amend future award notices and project timelines to allow for two readings.

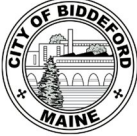
Funding Source:

N/A

Staff Recommendation:

Staff recommends amending Rule 4 of the Rules of the City Council to be consistent with the City Charter. Requiring two readings for expenditures will slow the purchasing process and project timelines.

City of Biddeford



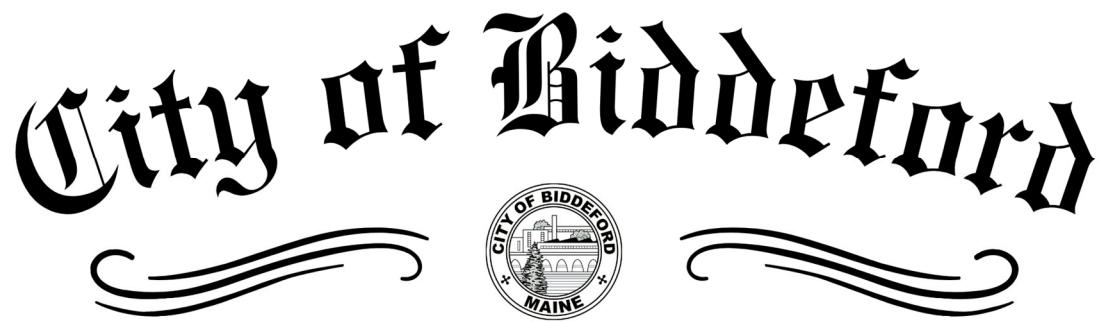
2024.31

IN BOARD OF CITY COUNCIL... March 5, 2024

BE IT ORDAINED, by the City Council of City of Biddeford that the Code of Ordinances, Appendix A, Rules of the City Council, Sec. A-4 Rule 4: Ordinances; resolutions; orders be amended by adding or ~~deleting~~ text as follows:

- a. All orders and resolutions imposing a penalty or authorizing the ~~expenditure~~ appropriation of money shall have more than one reading before they shall be finally passed by the Council.
- b. No ordinance, order or resolution imposing a penalty or authorizing the ~~expenditure~~ appropriation of money shall have more than one reading on the same day, except as allowed under Article III, Section 8, of the Charter of the City of Biddeford.
- c. Every new ordinance or amendment to an ordinance shall be read and voted on two separate days in accordance with Article III, Section 8, of the Charter of the City of Biddeford. Article III, Section 8, shall govern the passage of ordinances.

Attest by: _____



2024.32 IN BOARD OF CITY COUNCIL... March 5, 2024

BE IT ORDERED, that the City Council does hereby confirm the City Manager's nomination of Sasha Pavlak as Finance Director.

BE IT FURTHER ORDERED, that the City Manager execute an employment agreement with Sasha Pavlak.

Attest by:_____

EMPLOYMENT AGREEMENT

THIS AGREEMENT originally made as of the fifth day of March 2024 between **SASHA PAVLAK** (hereinafter **Pavlak**) and the **CITY OF BIDDEFORD**, Maine, a body politic and corporate located in York County, Maine (hereinafter **City**).

I. WHEREAS,

- A. **City**, acting through its **City Manager**, desires to appoint and thereafter employ **Pavlak** as its Finance Director (hereafter Finance Director), in accordance with the provisions of the Biddeford City Charter (Charter);
- B. **Pavlak** desires to be so appointed and employed;
- C. It is the desire of the **City** and **Pavlak** to specify the terms and conditions of her employment and tenure as Finance Director;
- D. The Parties have reached an agreement with respect to the same which they wish reduced to a writing.

II. NOW, THEREFORE, for consideration paid, each to the other, including without limitation the mutual covenants and undertakings more fully hereinafter expressed, the parties do hereby agree as follows:

- A. **Appointment and Duties:** By official action, the City Manager, as confirmed by the City Council has appointed **Pavlak** as Finance Director, to perform those duties imposed upon the Finance Director under the terms of the City's Charter, Revised Code of Ordinances, or such other action as may lawfully be promulgated by Council, and those assigned by the City Manager.

- B. **Tenure:**

- (1) **Initial and Extended Term:** The **City** acting through its City Manager, initially appointed **Pavlak** as its Finance Director on March 5, 2024, and shall continue as a full time salaried employee of the **City**. The first six months of employment shall serve as the probation period.
 - (2) **City's Right of Termination without Cause.** Following the completion of the probation period, the **City** shall have the right to terminate the Agreement without cause and without prior notice. In the event of such

termination, Finance Director shall be paid an aggregate lump-sum payment equal to six (6) months aggregate salary. Said aggregate lump-sum payment shall increase by one (1) month for each year of service, or part thereof as Finance Director, up to a maximum of twelve (12) months. Payment shall be made in full at time of termination if so desired by **Pavlak** or on any other schedule she elects. At the same time, **Pavlak** shall be compensated for any vacation accrued to date of termination, calculated at the rate of pay in effect upon termination. In addition, **City** will contribute on behalf of **Pavlak** any accrued and unpaid retirement benefits to time of termination; and shall continue at the same rate to provide health insurance coverage for a period of six (6) months from date of termination plus one (1) month for each year of service, or part thereof as Finance Director, for a maximum of twelve (12) months (the "Severance Period"). **Pavlak** shall also be entitled to all other economic benefits due under the Agreement for the Severance Period. If the termination occurs during the probationary period, there is no severance payment owed.

- (3) **City's Right of Termination for Cause.** **City** shall have the right to terminate the Agreement for cause as provided in the Charter or state and federal law. In the event **Pavlak's** employment is terminated for cause, the **City's** only obligation to **Pavlak** is to pay all compensation and benefits accrued, but unpaid, at the time of termination.
- (4) **Employee Incapacity.** Should **Pavlak** be disabled or otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health (verified by her attending physician) for a period of (6) six months despite reasonably accommodation, the **City** shall have the right to terminate the Agreement and the **City's** only obligation to **Pavlak** is to pay all compensation and benefits accrued, but unpaid, at the time of termination.
- (5) **Finance Director Resignation:** **Pavlak** shall have the right to resign, upon a thirty (30) day written notice. Upon said resignation, the **City's**

only obligation to **Pavlak** is to pay all compensation and benefits accrued, but unpaid, as of the effective date of the resignation.

- C. **Compensation.** Commencing **insert start date**, **City** shall pay **Pavlak** an annual salary of one hundred twenty seven thousand and five hundred dollars (\$127,500.00) per year. Effective **start date plus six months**, **City** shall pay **Pavlak** an annual salary of one hundred thirty two thousand five hundred dollars (\$132,500.00) per year. Effective **start date plus one year**, **City** shall pay **Pavlak** an annual salary of one hundred thirty seven thousand five hundred dollars (\$137,500.00) per year. The **City** may adjust the annual salary upward or provide a bonus at its sole discretion as a performance adjustment. **Pavlak's** salary may be adjusted annually, or from time to time, consistent with the **City** policies and practices for all department heads within the **City**.
- D. **Retirement.** The **City** shall provide **Pavlak** with the retirement plan of her chosen, consistent with current **City** policy.
- E. **Health Insurance Coverage.** Consistent with **City** policy, **City** shall provide health insurance coverage to **Pavlak** and her family, life insurance and income protection, as provided to others non-union employees of the **City**, effective the date of the agreement as the same may be amended from time to time with regard to all non-union salaried employees.
- F. **Professional Development.** The **City** shall pay for **Pavlak's** professional dues for her continued professional growth and for the good for the **City** in approved professional organizations. The **City** may also pay for any other dues, memberships and subscriptions in other professional organizations or local service or civic organizations, subject to approval by the City Manager, including her pre-employment request by **Pavlak's** request for membership into the International City/County Management Association (ICMA).
- G. **Vacation, Holidays, Sick Leave, and Other Benefits.** **Pavlak** shall accrue vacation allowance consistent with **City** policy, with such accumulation of vacation time occurring annually on her anniversary date. Vacation time is recognized as being in compliance with Maine's Earned Paid Leave Law and up to forty (40) hours annually may be used accordingly.

Pavlak, notwithstanding the language in previous paragraph, shall be entitled to three (3) weeks of vacation initially per year; available and place on the books as of **insert start date**. However, she may use up to two (2) weeks of the time during the first six months of employment upon request and approval by the City Manager, subject to however, in the event **Pavlak** is no longer an employee of the City on **insert start date**, any time advance shall be repaid to the **City**. Effective her second anniversary with the City, her annual vacation allowance shall increase to four (4) weeks annually.

Pavlak shall be entitled to all other benefits afforded non-union employees, consistent with the personnel policy, that are not otherwise covered by the Agreement.

- H. **Automobile Use.** The **City** shall reimburse **Pavlak** at the appropriate IRS rate for any use of her personal vehicle for City business.
- I. **No Reduction in Benefits.** **City** shall not, at any time during the term of the Agreement, reduce the salary, compensation or other benefits of **Pavlak** except in the event of an across-the-board reduction of all salaried employees of **City**. In such event, **Pavlak's** salary, compensation and other benefits shall be reduced by the same percentage or in the same manner as all salaried employees of the **City**.
- J. **Indemnification.** The **City** shall defend, save harmless, and indemnify **Pavlak** against any tort, professional liability claim or demand or other legal action, whether or not it appears to have merit, arising out of an alleged act or omission occurring in the performance of **Pavlak's** duties as Finance Director, except as prohibited by law. **City** will either litigate or compromise and settle any such claim or suit and pay the amount of any judgment or settlement rendered thereon, whether levied against the **City** or **Pavlak** personally. Said indemnification shall extend beyond termination of employment, and the otherwise expiration of the Agreement, to provide full and complete protection to **Pavlak**, by the City of Biddeford, as described herein, for any acts undertaken or committed in **Pavlak's** capacity as Finance Director, regardless of whether the notice or filing of such a claim or lawsuit occurs during or after **Pavlak's** employment with **City**.

- K. **Conflict of Interest Prohibition.** It is further understood and agreed that because of the duties of the Finance Director within and on behalf of the City of Biddeford and its citizenry, **Pavlak** shall not, during the term of the Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of Biddeford, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without the prior approval of the City Manager. For and during the term of the Agreement, **Pavlak** further agrees, except for a personal residence or residential property acquired or held for future use as her personal residence, not to invest in any other real estate or real property improvements within the corporate limits of Biddeford, without the prior consent of the City Manager.
- L. **Notices.** Notices, pursuant to the Agreement, shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) **City:** City of Biddeford

Attention: City Manager
City Hall
205 Main Street
Biddeford, ME 04005

With a copy to City Clerk
City of Biddeford City Hall
205 Main Street
Biddeford, ME 04005

Pavlak:

Sasha Pavlak
insert current address
xxxx
or the current address on file

Alternatively, notices given pursuant to the Agreement may be personally served in the same manner as is applicable to civil judicial practice in the State of Maine. Notice shall be deemed given as of the date of personal service or as of the date of deposit in the United States Postal Service.

- M. **General Expenses.** **City** recognizes that certain expenses of a non-personal and job-related nature will be incurred by **Pavlak**, and hereby agrees to reimburse or to

pay such general expenses subject to **City** policies, and the finance director, after receipt of, review of, and approval of appropriate expenses or petty cash voucher, receipts, statements, or personal affidavits, is hereby authorized to disburse such moneys.

N. **Miscellaneous.**

- (1) The Agreement, supplementing the provisions of the Charter, City ordinance and policies, constitutes the entire agreement between the parties and there are no other promises, covenants or undertakings between the parties with respect to the subject matter of the Agreement which do not appear on the face hereof.
- (2) The Agreement may be amended only by a mutual written agreement authorized by Council and executed by the **City Manager** and **Pavlak**.
- (3) If any of the provisions or portions thereof contained in the Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement, or portion thereof, shall be deemed severable and shall not be affected by such determination and shall remain in full force and effect.

In Witness Whereof, the **City of Biddeford**, with confirmation of the City Council, has caused the Agreement to be signed and sealed, in duplicate originals, by its **City Manager**, with further confirmation of the City Council as verified by the Mayor, on the day and year first above written.

Witness:

CITY OF BIDDEFORD

James A. Bennett, City Manager

Signed and executed by **Sash. Pavlak**, in duplicate originals, on the day and year first above written.

Witness:

Shasha. Pavlak

Sasha Pavlak

Lewiston, ME

Highlights

- Master's degrees in Accounting & Business Administration (Bachelor's in Economics)
- CPA license (currently expired but can renew)
- 12+ years of progressive finance roles
- 4.5+ years of leadership role in large municipal finance
- County Manager's Award of Excellence in budgeting
- Knowledge of budget administration, financial statements, & financial reporting/planning
- Supervisory experience

Professional Experience

Arlington County Government, Arlington, VA

Revenue Analyst

July 2019 - Present

- Forecast, manage, & track \$1.5 billion County operating budget revenues in collaboration with 19 County departments & 6 constitutional offices
- Maintain nearly all financial calculations including: revenues allocated to 2 tax increment financing districts & 3 business improvement districts, payments for 2 interjurisdictional agreements & multiple economic development grants
- Project Q3 tax revenue forecasts within 2% of final fiscal year tax revenues including during COVID-19 pandemic, winning County Manager's Excellence Award for response to rapidly shifting revenue streams & County operations
- Assist County leadership on complex & sensitive revenue policy decisions by identifying and analyzing actions to balance operating budget and provide equitable tax relief
- Develop policy recommendations for County legislative liaison & other state employees, informed by Virginia legislative sessions and proposed legislation
- Calculate economic incentive grant payments due to Amazon (among others) and respond to media inquiries as the primary source for the Washington Post's coverage of the agreement
- Draft and edit written reports, PowerPoint presentations, & budget narratives detailing complex budget actions for public County Board meetings & hearings
- Lead budget team quality control on \$90+ billion of assessed residential & commercial property values, in collaboration with Division of Real Estate Assessments
- Facilitate year end cleanup process in collaboration with Accounting to help ensure proper accounting of all fiscal year revenues and assist with audit & Annual Comprehensive Financial Report
- Coordinate with regional jurisdictions on shared service agreements and budget planning & operations

Atlantic Media, Washington, DC

Senior Accountant

February 2018 – June 2019

- Prepared, reviewed, and posted accounting transactions to maintain accuracy of general ledger
- Ensured compliance with GAAP for multimillion dollar contracts, in collaboration with financial analysts and operational managers
- Initiated comprehensive clean up and review process of existing reconciliations from previous fiscal year
- Performed detailed analysis of accounts receivable and deferred revenue balances, uncovering additional billing that increased revenues by \$260,000
- Coordinated, prepared, and reviewed schedules for regulatory reporting, including audits & tax filings
- Streamlined business processes & policies to create efficiencies in monthly close process, accelerating process by 14 days—in collaboration with the Director
- Mentored staff accountants & accounts receivable specialists

KPMG LLP, Mclean, VA*Senior Associate*

August 2015 – February 2018

- Prepared and reviewed intricate federal, state, & international tax allocations & workpapers
- Reviewed and filed timely federal, state, & international tax returns as well as other deliverables to maintain compliance with detailed reporting requirements
- Managed up to 14 tax engagements simultaneously by coordinating directly with auditors, fund administrators, & clients
- Researched and analyzed tax calculations to facilitate a multibillion-dollar sale
- Led team's transition to new tax form preparation software, coaching coworkers and new staff
- Conveyed complex tax concepts by liaising directly with CFOs as the main client contact
- Coordinated with various state tax authorities to manage client accounts and respond to tax notices
- Supervised and trained up to 8 staff simultaneously
- Created compliance trackers & best practices, increasing team efficiency and organization

PricewaterhouseCoopers, LLP, Boston, MA*Experienced Associate*

October 2012 – July 2015

Tax Intern

January – March 2012

- Prepared extensive tax calculations and reviewed tax returns for a large portfolio of alternative investment clients, including \$30 billion hedge fund
- Communicated directly with clients and managed client engagement under intense statutory deadlines
- Initiated software change to correct depreciation calculations and save hours of manual data entry
- Researched tax adjustments to draft summaries and examples for internal accounting system testing & development
- Mentored and supervised new staff, including interns & independent contractors

Bangor Savings Bank, Portland, ME*Credit Intern*

June – August 2010

- Analyzed personal financial statements and tax returns for credit review meetings
- Performed annual loan covenant compliance calculations and credit reviews of bank clients

Activities

Arlington County*Member of Racial Equity Steering Committee*

October 2020 - Present

- Researched innovative & effective disparity studies to help draft and edit request for proposal
- Formulated innovative budget process recommendations among team and present to department leadership

Education

Northeastern University – Graduate School of Professional Accounting*Master of Business Administration, Master of Science in Accounting*

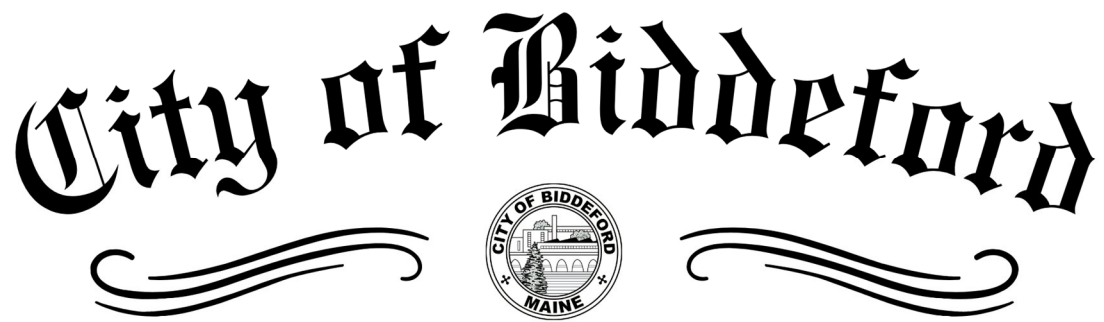
2011 - 2012

Connecticut College*Bachelor of Arts in Economics, Minor in Mathematics*

2007 - 2011

Affiliations and Computer Skills

- Proficient in: Microsoft Excel, Word, Outlook, and PowerPoint, Google Sheets, Oracle, Workday, Gosystem, Sage Fixed Assets Depreciation



2024.33 IN BOARD OF CITY COUNCIL... March 5, 2024

BE IT ORDERED, that the City Council does hereby confirm the City Manager's nomination of Lisa Thompson as Recreation Director for the City of Biddeford.

BE IT FURTHER ORDERED, that the City Manager execute an employment agreement with Lisa Thompson.

Attest by: _____

LISA THOMPSON

CPRP, PARKS AND RECREATION PROFESSIONAL

North Yarmouth, ME 04097

CAREER OVERVIEW

Parks and Recreation professional with over 20 years of experience in municipal Parks and Recreation. Proven track record for achieving goals to strengthen communities. Strong commitment to community and public service, highly skilled in collaborations, team organization, effective leadership and facility management.

ACADEMIC HISTORY

University of Maine at Machias
Bachelor of Science
Recreation Management with emphasis
in Public Recreation. May, 1988

REFERENCES

Deb Smith, Executive Director, Maine Recreation
and Park Association
207-272-4290
N2ldeb@yahoo.com

Tara Tower, Director of Recreation
Lincoln-Woodstock Recreation Department
603-728-8320
recreation@lincolnnh.org

Robert MacDonald, Facilities and Operations Mgr.
Wiscasset Parks and Recreation
207-882-8230
rmacdonald@wiscassetrec.com

CAREER HISTORY

Deputy Director
Biddeford Recreation Department
May, 2022-present
Assisted the Recreation Director in all aspects of department operations, including personnel, facility operations, scheduling, policy and procedures for staff and the public, oversight of facilities, parks and programs. Working as a liaison with community groups and advocates. Assisted in creating and implementation of the 23-24 department budget.

Community Center Director
Town of North Yarmouth, ME
October 2019- May, 2022

Facility operations of a 17,000 square foot community center built in 2019.
Scheduling events, programs and classes.
Oversight of budget including Capital Improvement, revenue projections and expenditures.
Building positive relationships in the community to develop and maintain successful programs and services.

Director, Parks and Recreation
Town of Wiscasset, ME
July, 2017- October, 2019
Responsible for operations and of a 35,000 square foot facility, including 6 lane pool, fitness center, gym and 3 town owned parks. Personnel oversight of a full time staff of 3 and part time staff of 28-60. Manage a yearly operational budget of \$830,000.

Senior Recreation Manager
City of South Portland, ME
October 2003-June, 2017
Administer, maintain, schedule and facilitate all aspects of recreation programming in the South Portland Community Center and Redbank Community Center. Develop and implement special events for the city in collaboration with community groups and committees.
Participated in the annual budget process with recreation program expenses and revenues for the department.

Affiliations, Committee Work & Accomplishments

- Recipient, William V. Haskell Recreation Professional of the Year, Maine Recreation and Parks Association, March 2019
- Recipient, MRPA Young Professional of the Year, May 2005
- Member, Maine Recreation and Park Association, 1999-present
- MRPA Board member 2005- 2010 & 2015- 2019
- MRPA Awards Committee Chair, 2020-present
- Northern New England Recreation and Parks Conference Committee member, Maine representative and chair 2008- present
- Certified Parks and Recreation Professional, National Parks and Recreation Association, 2005- present
- South Portland Leadership Academy, 2014
- South Portland Art in the Park Committee, 2015- 2022
- South Portland Willard Beach Master Plan committee, 2018-19
- Member, New England Park Association 2017- present
- Member, Cumberland- North Yarmouth Lions Club, 2020
- Volunteer, Animal Refuge League of Greater Portland, 2020-present
- City of Biddeford Employee DEI committee member 2022- present
- Heart of Biddeford:
 - Promotions Committee 2022-23
 - Winterfest Committee 2022-23
 - Holiday Festival Committee 2022-23
 - Age Friendly Biddeford 2022-23

EMPLOYMENT AGREEMENT

THIS AGREEMENT originally made as of the fifth day of March 2024 between **LISA THOMPSON** (hereinafter *Thompson*) and the **CITY OF BIDDEFORD**, Maine, a body politic and corporate located in York County, Maine (hereinafter *City*).

I. WHEREAS,

- A. *City*, acting through its *City Manager*, desires to appoint and thereafter employ *Thompson* as its Recreation Director (hereafter Recreation Director), in accordance with the provisions of the Biddeford City Charter (Charter);
- B. *Thompson* desires to be so appointed and employed;
- C. It is the desire of the *City* and *Thompson* to specify the terms and conditions of her employment and tenure as Recreation Director;
- D. The Parties have reached an agreement with respect to the same which they wish reduced to a writing.

II. NOW, THEREFORE, for consideration paid, each to the other, including without limitation the mutual covenants and undertakings more fully hereinafter expressed, the parties do hereby agree as follows:

- A. **Appointment and Duties:** By official action, the City Manager, as confirmed by the City Council has appointed *Thompson* as Recreation Director, to perform those duties imposed upon the Recreation Director under the terms of the City's Charter, Revised Code of Ordinances, or such other action as may lawfully be promulgated by Council, and those assigned by the City Manager.

- B. **Tenure:**

- (1) **Initial and Extended Term:** The *City* acting through its City Manager, initially appointed *Thompson* as its Recreation Director on March 5, 2024, and shall continue as a full time salaried employee of the *City*. The first six months of employment shall serve as the probation period.
 - (2) **City's Right of Termination without Cause.** Following the completion of the probation period, the *City* shall have the right to terminate the Agreement without cause and without prior notice. In the event of such

termination, Recreation Director shall be paid an aggregate lump-sum payment equal to six (6) months aggregate salary. Said aggregate lump-sum payment shall increase by one (1) month for each year of service, or part thereof as Recreation Director, up to a maximum of twelve (12) months. Payment shall be made in full at time of termination if so desired by **Thompson** or on any other schedule she elects. At the same time, **Thompson** shall be compensated for any vacation accrued to date of termination, calculated at the rate of pay in effect upon termination. In addition, **City** will contribute on behalf of **Thompson** any accrued and unpaid retirement benefits to time of termination; and shall continue at the same rate to provide health insurance coverage for a period of six (6) months from date of termination plus one (1) month for each year of service, or part thereof as Recreation Director, for a maximum of twelve (12) months (the “Severance Period”). **Thompson** shall also be entitled to all other economic benefits due under the Agreement for the Severance Period. If the termination occurs during the probationary period, there is no severance payment owed.

- (3) **City’s Right of Termination for Cause.** **City** shall have the right to terminate the Agreement for cause as provided in the Charter or state and federal law. In the event **Thompson’s** employment is terminated for cause, the **City’s** only obligation to **Thompson** is to pay all compensation and benefits accrued, but unpaid, at the time of termination.
- (4) **Employee Incapacity.** Should **Thompson** be disabled or otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health (verified by her attending physician) for a period of (6) six months despite reasonable accommodation, the **City** shall have the right to terminate the Agreement and the **City’s** only obligation to **Thompson** is to pay all compensation and benefits accrued, but unpaid, at the time of termination.
- (5) **Recreation Director Resignation:** **Thompson** shall have the right to resign, upon a thirty (30) day written notice. Upon said resignation, the

City's only obligation to *Thompson* is to pay all compensation and benefits accrued, but unpaid, as of the effective date of the resignation.

- C. **Compensation.** Commencing March 29, 2024, *City* shall pay *Thompson* an annual salary of one hundred thousand dollars (\$100,000.00) per year. Effective October 25, 2024, *City* shall pay *Thompson* an annual salary of one hundred five thousand dollars (\$105,000.00) per year. The *City* may adjust the annual salary upward or provide a bonus at its sole discretion as a performance adjustment. *Thompson's* salary may be adjusted annually, or from time to time, consistent with the *City* policies and practices for all department heads within the *City*.
- D. **Retirement.** The *City* shall provide *Thompson* with the retirement plan of her chosen, consistent with current *City* policy.
- E. **Health Insurance Coverage.** Consistent with *City* policy, *City* shall provide health insurance coverage to *Thompson* and her family, life insurance and income protection, as provided to others non-union employees of the *City*, effective the date of the agreement as the same may be amended from time to time with regard to all non-union salaried employees.
- F. **Professional Development.** The *City* shall pay for *Thompson's* professional dues for her continued professional growth and for the good for the *City* in approved professional organizations. The *City* may also pay for any other dues, memberships and subscriptions in other professional organizations or local service or civic organizations, subject to approval by the City Manager.
- G. **Vacation, Holidays, Sick Leave, and Other Benefits.** *Thompson* shall accrue vacation allowance consistent with *City* policy, with such accumulation of vacation time occurring annually on her anniversary date, recognizing her current vacation accumulation, as established at the time of her original date of hire shall remain in effect. Vacation time is recognized as being in compliance with Maine's Earned Paid Leave Law and up to forty (40) hours annually may be used accordingly.

Thompson shall be entitled to all other benefits afforded non-union employees, consistent with the personnel policy, that are not otherwise covered by the Agreement.

- H. **Automobile Use.** The *City* shall reimburse *Thompson* at the appropriate IRS rate for any use of her personal vehicle for City business.
- I. **No Reduction in Benefits.** *City* shall not, at any time during the term of the Agreement, reduce the salary, compensation or other benefits of *Thompson* except in the event of an across-the-board reduction of all salaried employees of *City*. In such event, *Thompson's* salary, compensation and other benefits shall be reduced by the same percentage or in the same manner as all salaried employees of the *City*.
- J. **Indemnification.** The *City* shall defend, save harmless, and indemnify *Thompson* against any tort, professional liability claim or demand or other legal action, whether or not it appears to have merit, arising out of an alleged act or omission occurring in the performance of *Thompson's* duties as Recreation Director, except as prohibited by law. *City* will either litigate or compromise and settle any such claim or suit and pay the amount of any judgment or settlement rendered thereon, whether levied against the *City* or *Thompson* personally. Said indemnification shall extend beyond termination of employment, and the otherwise expiration of the Agreement, to provide full and complete protection to *Thompson*, by the City of Biddeford, as described herein, for any acts undertaken or committed in *Thompson's* capacity as Recreation Director, regardless of whether the notice or filing of such a claim or lawsuit occurs during or after *Thompson's* employment with *City*.
- K. **Conflict of Interest Prohibition.** It is further understood and agreed that because of the duties of the Recreation Director within and on behalf of the City of Biddeford and its citizenry, *Thompson* shall not, during the term of the Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of Biddeford, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without the prior approval of the City Manager. For and during the term of the Agreement, *Thompson* further agrees, except for a personal residence or residential property acquired or held for future use as her personal residence, not to invest in any other real estate or real property improvements within the corporate limits of Biddeford, without the prior consent of the City Manager.

L. **Notices.** Notices, pursuant to the Agreement, shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) **City:** City of Biddeford

Attention: City Manager
City Hall
205 Main Street
Biddeford, ME 04005

With a copy to

City Clerk
City of Biddeford City Hall
205 Main Street
Biddeford, ME 04005

Thompson:

Lisa Thompson
insert current address
xxxx

or the current address on file

Alternatively, notices given pursuant to the Agreement may be personally served in the same manner as is applicable to civil judicial practice in the State of Maine. Notice shall be deemed given as of the date of personal service or as of the date of deposit in the United States Postal Service.

M. **General Expenses.** *City* recognizes that certain expenses of a non-personal and job-related nature will be incurred by ***Thompson***, and hereby agrees to reimburse or to pay such general expenses subject to ***City*** policies, and the Finance Director, after receipt of, review of, and approval of appropriate expenses or petty cash voucher, receipts, statements, or personal affidavits, is hereby authorized to disburse such moneys.

N. **Miscellaneous.**

(1) The Agreement, supplementing the provisions of the Charter, City ordinance and policies, constitutes the entire agreement between the parties and there are no other promises, covenants or undertakings between the parties with respect to the subject matter of the Agreement which do not appear on the face hereof.

- (2) The Agreement may be amended only by a mutual written agreement authorized by Council and executed by the **City Manager** and **Thompson**.
- (3) If any of the provisions or portions thereof contained in the Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement, or portion thereof, shall be deemed severable and shall not be affected by such determination and shall remain in full force and effect.

In Witness Whereof, the **City of Biddeford**, with confirmation of the City Council, has caused the Agreement to be signed and sealed, in duplicate originals, by its **City Manager**, with further confirmation of the City Council as verified by the Mayor, on the day and year first above written.

Witness:

CITY OF BIDDEFORD

James A. Bennett, City Manager

Signed and executed by **Sash. Thompson**, in duplicate originals, on the day and year first above written.

Witness:

Lisa. Thompson