

**CITY OF LEWISTON
PLANNING BOARD MEETING**
Monday, July 27, 2015 – 5:30 P.M.
City Council Chambers – First Floor
Lewiston City Building
27 Pine Street, Lewiston, ME

AGENDA

I. ROLL CALL

II. ADJUSTMENTS TO THE AGENDA

III. CORRESPONDENCE

IV. PUBLIC HEARINGS:

Proposed amendment to the Zoning and Land Use Code, Article XII. Section 20. Child care facility standards to provide more flexibility and options for parking at child care facilities.

V. OTHER BUSINESS:

- a) Planning Board recommendation for a capital expenditure not included in the annual capital program for the acquisition of 2 and 26 Oxford Street.
- b) Any other business Planning Board Members may have relating to the duties of the Lewiston Planning Board.

VI. READING OF THE MINUTES: Motion to adopt the April 27, 2015, June 22, 2015 and July 13, 2015 draft minutes

VII. ADJOURNMENT



CITY OF LEWISTON

Department of Planning & Code Enforcement



TO: City Council
FROM: David Hediger, City Planner
DATE: July 23, 2015
RE: July 27, 2015 Planning Board Agenda Item IV(a)

Proposed amendment to the Zoning and Land Use Code, Article XII. Section 20. Child care facility standards to provide more flexibility and options for parking at child care facilities.

A day care center provider contacted staff and the Council regarding the City's code requirements for off-street parking at childcare facilities in May 2015. The matter was discussed on June 9, 2015 with the City Council, which instructed staff to prepare an amendment to the parking requirements limited to childcare facilities to provide more options and flexibility.

The parking provisions for child care facilities are subject to specific requirements separate from most other regulated uses referenced in the Zoning and Land Use Code. This is in part to ensure that all child care facilities operate in a safe and convenient manner, minimizing the potential impact these facilities may have upon the value and quiet possession of surrounding properties while maintaining the general health, safety and welfare of the city. However, the additional flexibility provided in the *Off-street parking and loading* provisions contained in Article XII, Section 17 and construction specifications are not available or referenced for consideration by child care facilities as regulated by Article XII, Section 20.

Staff generally agrees that Lewiston's parking provisions should provide greater flexibility for businesses and property owners. However, the parking provisions of Article XII, Section 17 are not applicable for daycare facilities and present their own challenges for property owners and developers. In an effort to limit the scope and potential impact while providing more flexibility within the Zoning and Land Use Code, the proposed amendment is limited to child care facilities as per Article XII, Section 20. The proposed amendment provides additional flexibility and options limited to child care facilities for meeting off-street parking requirements. The amendment allows for stacked parking of staff; clarifies the parking ratio of spaces to children required; allows city staff to reduce the number of spaces otherwise required upon submittal of a report from a licensed traffic engineer demonstrating the parking demand based on a comparison to at least three other comparably sized child care facilities; provides the option of parking being provided off-site; and references specific code requirements for the design and construction of parking facilities.

Staff presented the proposed amendment to the City Council at their meeting on July 14, 2015 during which they voted unanimously to send the changes to the Planning Board for their review and recommendation. At that meeting, Lewiston child care provider Chantel Pettengill spoke in support of the proposed amendment as step in the right direction, but also noted that additional flexibility should be considered such as the ability to count on-street parking and increasing the current the parking ratio of spaces to children required. The Council acted upon the language as presented noting the amendment provides more options for childcare providers than currently exist.

ACTION NECESSARY:

- Make a motion pursuant to Article VII, Section 4(c) and Article XVII, Section 5 of the Zoning and Land Use Code to send a favorable recommendation to the City Council to adopt a proposed amendment to the Zoning and Land Use Code, Article XII. Section 20. Child care facility standards to provide more flexibility and options for parking at child care facilities (subject to possible conditions raised the Planning Board).

AN ORDINANCE PERTAINING TO CHILD CARE FACILITY PARKING

THE CITY OF LEWISTON HEREBY ORDAINS:

Appendix A of the Code of Ordinances of the City of Lewiston, Maine, is hereby amended as follows:

APPENDIX A
ZONING AND LAND USE CODE
ARTICLE XII. PERFORMANCE STANDARDS

Sec. 20. Child care facility standards.

The following standards shall apply to the establishment and operation of all child care facilities in the City of Lewiston in addition to any Maine Department of Human Services licensing requirements.

(b) *Standards for establishing a child care facility.* The code enforcement official shall grant all necessary permits for the establishment of a child care facility provided that the following standards for operating a child care facility have been met:

(3) *Off-street parking/drop-off and pick-up areas.* All proposed child care facilities shall provide adequate off-street parking for all full and/or part time employees.

- i. For family day care homes, parking spaces may be arranged in a stacked manner, no more than two vehicles deep, where one vehicle is parked behind the other as long as the maneuvering on-site is safe and convenient. For small day care facilities and day care centers, ~~parking spaces shall not be arranged in a stacked manner~~ only staff parking may be arranged in a stacked manner where one vehicle is parked behind the other as long as the maneuvering on-site is safe and convenient. The required front, side and rear yards for the zoning district in which the child care facility is proposed must be maintained, unless modified pursuant to article IX. If the child care facility will operate with more than one shift, the number of parking stalls shall reflect the greatest number of employees in any one shift.
- ii. The parking requirements for all child care facilities shall be as follows:
Family day care homes: In addition to the existing on-site parking required for the residential use, one additional on-site parking stall shall be required for each staff person.
Small day care facilities: One on-site parking stall for each staff person.
Day care centers: One on-site parking stall for each staff person.
- iii. All proposed child care facilities shall also provide adequate drop-off and pick-up areas. These areas shall be safe and convenient, and shall not conflict with on-site pedestrian and vehicular movements. All drop-off and pick-up shall occur on-site unless otherwise permitted pursuant to Art XII, Sec 17 (e). ~~The following standards shall be used to determine the number of drop-off and pick-up areas required for each type of child care facility.~~

One parking space shall be provided for drop-off and pick-up purposes based on a ratio of one space per six children, ~~if staggered drop-off and pick-up times are implemented, or one space per three children if there are no staggered times.~~ However, ~~these~~ these spaces shall not be arranged in a stacked manner.

- iv. In the event that the code enforcement official determines that a proposed child care facility has less demand for drop-off, pick-up and parking due to interurban transit use, car and van pooling, bus service, foot traffic, etc. the above requirements may be reduced to reflect the anticipated demand. The code enforcement official may also reduce the above referenced parking requirements upon the applicant submitting a report from a licensed traffic engineer demonstrating the parking demand based on a comparison to at least three other comparable sized child care facilities, including, but not limited to the number of children attending the facility; the number of children licensed for the facility; location of the facility, etc. This report may be subject to a peer review conducted by the City at the applicant's cost.
- v. Notwithstanding the above, there are no parking requirements for drop-off, pick-up and staff parking for family day care homes located on streets other than those identified in the above subsection.
- vi. Off-street parking for childcare facilities must meet the *Off-street parking and loading* provisions contained in Article XII, Section 17 (e), (f), and (g)(1-4) of the Zoning and Land Use Code.

REASONS FOR THE PROPOSED AMENDMENT

The parking provisions for child care facilities are subject to specific requirements separate from most other regulated uses referenced in the Zoning and Land Use Code. This is in part to ensure that all child care facilities operate in a safe and convenient manner, minimizing the potential impact these facilities may have upon the value and quiet possession of surrounding properties; while maintaining the general health, safety and welfare of the city. However, the additional flexibility provided in the *Off-street parking and loading* provisions contained in Article XII, Section 17 and construction specifications are not available or referenced for consideration by child care facilities as regulated by Article XII, Section 20.

The proposed amendment to Article XII, Section 20 provides additional flexibility and options limited to child care facilities for meeting off-street parking requirements. The amendment allows for stacked parking of staff; clarifies the parking ratio of spaces to children required; allows staff to reduce the number of spaces otherwise required upon submittal of a report from a licensed traffic engineer demonstrating the parking demand based on a comparison to at least three other comparable sized child care facilities; provides the option of parking being provided off-site; and, references specific code requirements for the design and construction of parking facilities.

CONFORMANCE WITH COMPREHENSIVE PLAN

1. Review permitting and licensing policies and practices to see where they can be streamlined in order to better service the development community (Economy, Policy #1, Strategy C, p. 38).
2. Provide incentives for adaptive reuse of building or infill construction (Long Range Planning Policy #3, Strategy A, page 133).
3. Modify the Zoning and Land Use Code to allow more staff review of projects to stream line the permitting process (Long Range Planning Policy #3, Strategy E, page 133)



CITY OF LEWISTON

Department of Planning & Code Enforcement



TO: Planning Board
FROM: David Hediger, City Planner
DATE: July 23, 2015
RE: July 27, 2015 Planning Board Agenda Item V(a)

Planning Board recommendation for a capital expenditure not included in the annual capital program for the acquisition of 2 and 26 Oxford Street.

On July 14, 2015, the City Council voted unanimously pursuant to Article VII, Section 3(e) of the Zoning and Land Use Code that within 30 days, the Planning Board shall provide the City Council with a recommendation regarding the proposed purchase of 2 and 26 Oxford Street as required by Appendix A, Article VII, Sections 4 (f) and (h) of the Code of Ordinances. This action was taken by the Council in response to the Planning Board's July 13, 2015 vote to table making a recommendation on the acquisition of the properties to the City Council. Concerns raised by the Board at the time included the availability and sources of funding, the Board's requirement to provide a recommendation on a capital expenditure not included in the annual capital program, the cost of the acquisition, the cost of construction and maintenance of a potential parking lot on the site, that the parking pro forma provided did not accurately address annual expenses that may be incurred once the site is used for parking, the desire to let the current property owner market it and for the private sector to develop the site, and the lack of zoning regulations requiring specific design requirements (i.e. form based code). These concerns were shared by staff at the July 14th Council meeting.

Concerned that the tabling would result in the Council's inability to act, the City Administrator requested a legal opinion from the City Attorney. Upon review of Article VII, Section 3(e), staff has been advised that if the City Council makes a formal request to the Planning Board for a recommendation on any matter – whether required by ordinance or not – the Planning Board must make its recommendation within 30 days or such other longer time period as specified by the Council. The 30-day clock starts from when the Council's request is formally transmitted to the Planning Board. Given this guidance, the Council passed a resolve on July 14th requesting the Board to make a recommendation. That resolve was shared via email with the Planning Board on July 15th, thereby requiring the Board to act by no later than August 13, 2015.

Regarding the items discussed at the July 13th meeting and this new request, reference should be made to correspondence from Martin Eisenstein, City Attorney and Anne Torregrossa dated July 14, 2015, David Jones dated June 24, 2015, and Lincoln Jeffers date July 23, 2015.

The Board was correct that a recommendation should have been requested for a capital expenditure not included in the annual capital program in addition to the initial request for acquisition of said properties. Likewise, with direction provided from the City Attorney, the Council has now made a formal request for the Board to provide a recommendation on the

expenditure and acquisition. Therefore, the Board has a new request and motion to consider: to send a favorable recommendation to the City Council for an expenditure costing \$100,000 or more which was not included in the FY 2016 Lewiston Capital Improvement Program for the acquisition of 2 and 26 Oxford Street.

ACTIONS NECESSARY

Given the Board's last motion on July 13th to table taking any action on the proposed acquisition of these properties, staff suggests the following steps be taken by the Board:

1. Make a motion to remove from the table the Planning Board's July 13, 2015 action regarding the acquisition of 2 and 26 Oxford Street;
2. Make a motion to postpone indefinitely a recommendation to the City Council to acquire 2 and 26 Oxford Street.

Upon the above referenced motions passing, the Board should then make a motion based upon the new request from the City Council:

- Make a motion pursuant to Article VII, Section 4 (f) and (h) of the Zoning and Land Use Code to send a favorable recommendation to the City Council for an expenditure costing \$100,000 or more which was not included in the FY 2016 Lewiston Capital Improvement Program and for the acquisition of 2 and 26 Oxford Street (subject to possible conditions raised the Planning Board).



City of Lewiston
Planning & Code Enforcement
Gil Arsenault, Director
MEMORANDUM



To: City Clerk's Office
City Council Members
Mayor Robert E. Macdonald

From: David Hediger

Date: July 14, 2015

Subject: Planning Board Action

The Planning Board took the following action at their meeting held on July 13, 2015 regarding the acquisition of 2 and 26 Oxford Street.

The following motion was made:

MOTION: by **Paul Madore** to table making a recommendation to the City Council for the acquisition of 2 and 26 Oxford Street. Second by **Kevin Morissette**.

VOTED: **5-2 (Passed) Sandra Marquis and Pauline Gudas Opposed**

Note: The Board's motion to table this item was made for several reasons, including, but not limited to, concerns with the sources of funding, the cost of the acquisition, the cost of construction and maintenance of the a parking lot, the desire to let the current property owner market and private sector develop the site, the lack of zoning regulations requiring specific design requirements (i.e. form based code), and with the intent that the City Council not to be able act upon the proposed acquisition of property unless revisited by the Board.

c: Ed Barrett, City Administrator
Planning Board Members

BRANN & ISAACSON
ATTORNEYS AND COUNSELORS AT LAW

MEMORANDUM

TO: Ed Barrett, City Administrator
FROM: Martin Eisenstein, City Attorney; Anne Torregrossa
DATE: July 14, 2015
RE: Acquisition of 2 and 26 Oxford Street

The City Council is considering the purchase of 2 and 26 Oxford Street for additional development under the Riverfront Island Master Plan. City of Lewiston Code of Ordinances (“Lewiston Code”) App. A, Art. VII, § 4(h), provides that the Planning Board shall review and make a recommendation to the City Council with regard to the acquisition and disposition of land, with a few exceptions. The Planning Board shall also review and make a recommendation regarding capital expenditures of \$100,000 or more that are not included in the annual capital program. Lewiston Code App. A, Art. VII, § 4(f).¹

You have asked us whether, if the City Council requests that the Planning Board issue a recommendation on the acquisition of land or the capital expenditure with regard to the acquisition of 2 and 26 Oxford Street, the Planning Board must issue such recommendation within 30 days.

In short, the answer to your question is yes. Lewiston Code, App. A, Art. VII, § 3(e) provides as follows: “Any request for a recommendation by the city council shall be acted upon within 30 days of the request except as otherwise provided for by statute or ordinance or unless a longer period is specified by the city council.” There is no other provision of the statute or ordinance that would preclude the request for a recommendation. Accordingly, if the City Council makes a formal request to the Planning Board for a recommendation on any matter – whether required by ordinance or not – the Planning Board must make its recommendation within 30 days or such other longer time period as specified by the Council.

¹ For the purposes of this memo, it is assumed, without deciding, that the Planning Board must approve the capital expenditure for the Oxford Street properties, even though capital expenditures for land acquisition and for the Riverfront Island Master Plan were included in the capital plan.



COUNCIL RESOLVE

Resolve, Requesting a Recommendation from the Planning Board Regarding the Acquisition of 2 and 26 Oxford Street.

Whereas, the owner of 2 and 26 Oxford Street has agreed to sell both parcels to the city for the combined price of \$315,000; and

Whereas, sufficient funding for the acquisition is available through the transfer of funds to the Acquisition/Demolition account including \$147,485 that the city received in roof insurance for Bates Mill #5; \$50,000 received in option payments made by the group promoting a casino at Bates Mill #5; and \$125,260 in accumulated investment earnings from Bates Mill operating subsidies and projects; and

Whereas, these two properties are adjacent to Simard Payne Park, overlook Cross Canal #1 on the north side, and overlook the Lower Canal on the west side, and

Whereas, these properties are identified in the Riverfront Island Master Plan as a prime site for a mixed use development project; and

Whereas, acquisition of these properties, when combined with other properties located in this block that are already owned by the City, will provide an opportunity for significant redevelopment of this area in accordance with the recommendations of the Riverfront Island Master Plan; and

Whereas, implementation of the Riverfront Island Master Plan is a key element in the future development of the City and will dramatically enhance the City's future prosperity and desirability as a community in which to live and work; and

Whereas, parking is a critical and necessary component that will be required to see redevelopment of the Bates Mill complex, PAMCO Mill and other mills in the Riverfront Island area; and

Whereas, until market demand warrants construction of a mixed use project on the site, 2 and 26 Oxford Street can be developed as surface parking at a significantly lower cost than decked parking, supporting expansion of the tax base; and

Whereas, in accordance with Appendix A of Article VII of the Zoning and Land Use Code, the Planning Board is authorized to review and make a recommendation to the City Council regarding the acquisition of property and with regard to capital expenditures costing more than \$100,000 that are not included in the annual capital program; and

Whereas, the City Council can request that the Planning Board provide it with a recommendation within 30 days pursuant to Appendix A, Article VII, Section 3 (e) of the Code of Ordinances;

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

Within 30 days, the Planning Board is hereby requested to provide the City Council with a recommendation regarding the proposed purchase of 2 and 26 Oxford Street as required by Appendix A, Article VII, Sections 4 (f) and (h) of the Code of Ordinances.

From: [David Jones](#)
To: [Lincoln Jeffers](#)
Cc: [Ed Barrett](#); [David Hediger](#); [Misty Parker](#); [Richard Burnham](#)
Subject: Oxford St Concept Parking lot Design & Estimate
Date: Wednesday, June 24, 2015 12:34:24 PM
Attachments: [2 & 26 Oxford St.pdf](#)

Linc,

Attached is a very quick concept layout design and estimate to construct a parking lot on 2 & 26 Oxford St.

Because of width restrictions I managed to fit 80 parking spaces on the property with sufficient space available for traffic flow in the lot.

Total cost is ~\$85,000 and includes paving, lighting and the engineering for the design, permitting and construction oversight.

This assumes all foundations and slabs are removed to 3 feet below grade and backfilled; and lighting is from existing utility poles along Oxford and Cross Streets.

R/

Dave

David Jones, P.E.
Director
Department of Public Works
Lewiston, Maine 04240
(207) 513-3070



Cost Estimate

Assumes

- (1) Slab and Foundations removed to 3 ft below grade.
- (2) Remove existing scrub vegetation (save trees near southern end)
- (3) Lighting mounted on existing poles along Cross St & Oxford St

Clearing & Grubbing Site \$ 1500.-

Structural Fill 750 CY Gravel \$ 7500.-

Paving 3" of 12.5 mm = 570 tons = \$44,000.-

Landscaping

100mm 250 CY = \$2500.-

Plantings = 12,500.-

LIGHTING

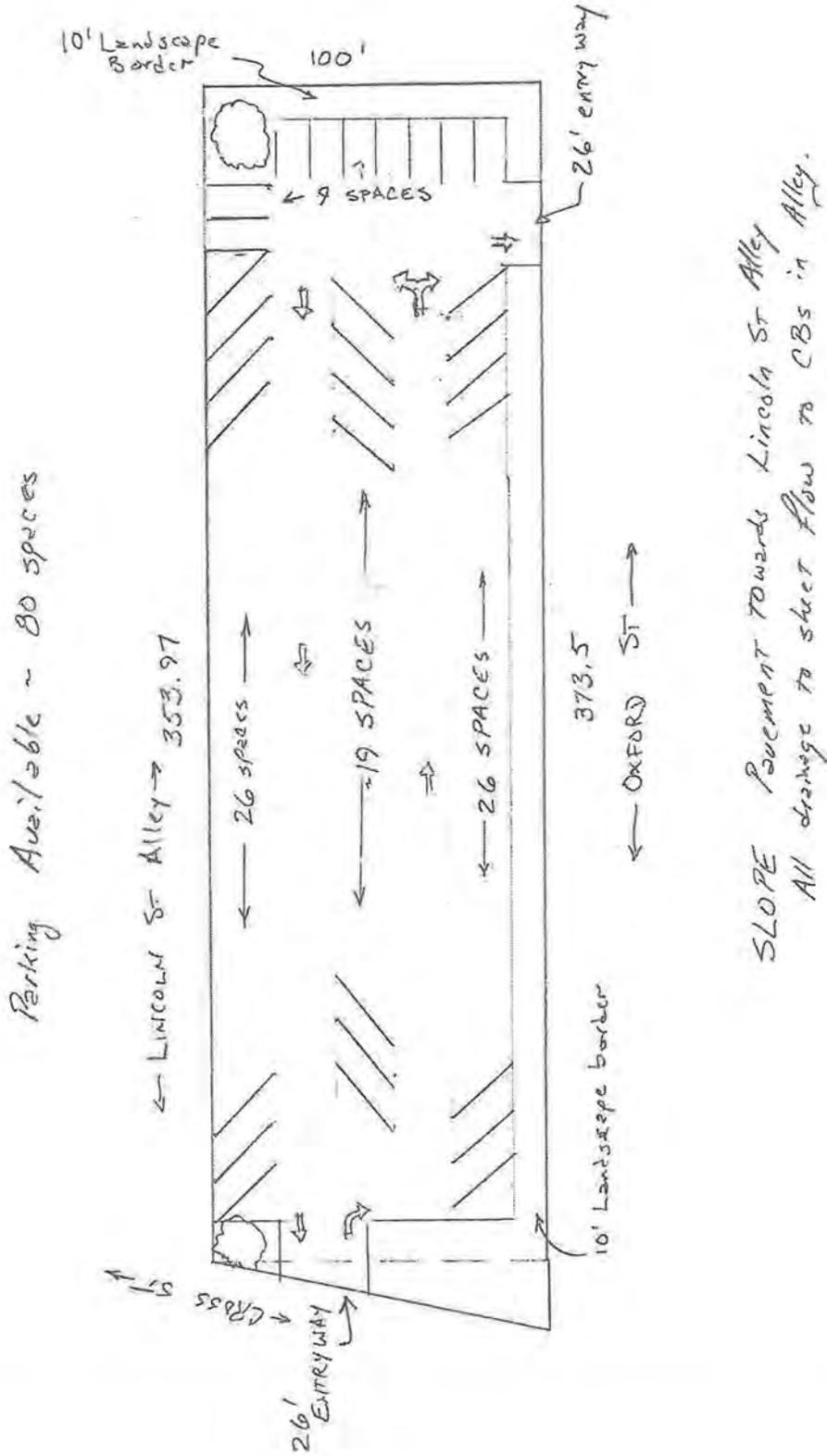
3 lamps = 1500.-

Subtotal = 69,500.-

Conting 10% = $\frac{6950.-}{100} \times 10 = 6950.-$
76,450.-

Engineering: Administration = $\frac{76450.-}{100} \times 10 = 7645.-$
84,095.-

SAY \$ 85,000.-



Economic and Community Development

Lincoln Jeffers

Director



To: Planning Board
From: Lincoln Jeffers
RE: Acquisition of 2 and 26 Oxford Street
Date: July 23, 2015

The City has been approached by the owner of 2 and 26 Oxford Street offering the property to sale to the City. I was in front of the Planning Board on June 22nd and July 13th seeking a recommendation to the City Council regarding this proposed acquisition. The Planning Board posed further questions at their July 13th meeting which this memo will seek to address.

The Planning Board is being asked to make a recommendation on the City's acquisition of 2 and 26 Oxford Street; and on a related note, a recommendation on an expenditure exceeding \$100,000 that is not included in the LCIP. In regards to the expenditure outside of the LCIP, attached is a copy of the LCIP request for Acquisition/Demolition. It does not reference any specific properties, but it does articulate the reasons for funding such an account. Those reasons support this request.

A purchase price of \$315,000 has been negotiated to acquire both parcels. A copy of the Purchase and Sale agreement is attached. The price is below the Assessed Value of \$322,400, and below the \$340,000 value stated in an appraisal the seller had done.

Chief Assessor Bill Healey has noted the Assessed Value of the combined parcels will go down to \$293,770 in FY 16. Assessed Values rarely reflect market value. State aid formulas use the Total Assessed Valuation of each community in the state to determine how much state aid each community should receive. To make sure Assessed Values are not manipulated to increase the level of state funding received, every year the State Bureau of Taxation compares Assessed Values with actual sale values to derive a State Equalized Value Assessment Ratio for each community. It can be used to adjust Assessed Values to approximate market value of real estate. Lewiston's 2015 State Equalized Assessment Ratio is 87.6%. Dividing the Assessed Value of \$293,770 by that ratio indicates the approximate market value of the parcels is \$335,354. By each of these measures the City's purchase price is below market value.

As noted in my July 8th memo, but with further elaboration on each, the sources of the \$323,045 of city's funds for acquisition are:

- 1) \$147,485 in funds remaining from an insurance payment the city received for repair of the Bates Mill #5 roof. The building was on the path to likely demolition at that time and the decision was made to implement a less permanent repair to the roof.
- 2) \$50,000 in real estate purchase option payments paid to the city by promoters of a casino to be located in Bates Mill #5.
- 3) \$125,560 in accumulated investment earnings from bond money borrowed to make capital improvements to the Bates Mill complex. Funds were not immediately spent in their entirety when borrowed, and the balances were placed in investment accounts to earn interest until spent on the capital projects.

Norm Beauparlant's estimate for demolition of the property is \$22,200 - \$28,000. It is attached. The question was asked at the July 13th Planning Board meeting whether the demolition costs could be paid with CDBG funds. I have confirmed they can be.

The Planning Board asked for a more detailed proforma comparing the cost of leaving 2 and 26 Oxford Street in private hands paying real estate taxes, vs. the cost of the city turning it into a public parking lot. A revised proforma is attached, utilizing the revised Assessed Valuation noted above. The proforma includes stormwater fees that are currently being paid that would be paid by the city if converted to parking, debt service to be paid on the estimated \$85,000 to create a parking lot, and maintenance cost estimates for plowing, sanding, sweeping and landscaping. The costs to create and maintain the lot were provided by Public Works. The lot would not have parking attendant. Monthly parking fees would be collected by the City's finance department. No additional staff will be needed to collect fees or monitor the lot, so no costs for such services were included in the proforma.

In the first proforma provided to the Planning Board, I held both the Current Assessed Value and the Revenue columns static, with a 60% occupancy level for the lot, as requested by the board. In the revised proforma the tenancy is at 60% in years 1 and 2; 80% in years 3-5; and 100% in years 5 -10. These assumptions are not unreasonable in that this land is being recommended for acquisition in the near term to help meet the parking demand that will be generated by redevelopment of Bates Mill #5, 35 Beech Street (PAMCO mill), the Dominican Block, and other properties in the Riverfront Island Area. Tenancy in the surface lot at the corner of Chestnut and Lincoln Street is 100% and has been for several years. The Chestnut Street Parking Garage has 610 spaces, with 631 monthly pass holders. The Lincoln Street Garage and lot have 460 spaces and 422 pass holders. If Bates #5 goes forward, early parking estimates are for 800 or more spaces. If any of the aforementioned redevelopment projects go forward, the city has limited capacity to absorb a quick increase in parking needs. Without adequate parking availability, projects won't go forward. Surface parking can be quickly developed at a fraction of the cost of decked parking and can be converted to higher and better uses when the market demands and opportunity arises. Current cost estimates for decked parking are \$20,000 per space.

Some on the Planning Board are of the opinion that redevelopment of 2 and 26 Oxford Street can be better controlled by zoning and land use regulations, including the adoption of a form based code. While these are powerful tools, they are not as powerful as owning real estate and deciding who to sell to in the future. The land is in the Riverfront Zone, which, in addition to other uses, allows congregate care facilities, nursing homes, community gardens, commercial parking facilities, museums, libraries and non-profit art galleries and theaters, day care centers, and transit facilities. Each of these uses is desirable in the right place, but some would argue 2 and 26 Oxford Street is not the right place. If the city does not own the real estate, anyone who wishes to develop the real estate for one of these purposes who meet development review criteria must be approved. Owning the real estate adds another measure of control beyond zoning as to how the site is used in the future.

City staff recommends this real estate be acquired and controlled by the City. It has both near and long term strategic value to the city. For the mills and historic properties proximal to this land to be redeveloped into the uses envisioned in the Riverfront Island Master Plan, more parking will be needed. Current market lease rates in Lewiston do not support the creation of parking by the private sector. It is a role that has been played by the city for the last 25 years and which will need to continue to be played for the foreseeable future. For the city to do nothing, the status quo will remain. To move the community forward, action is required.

City investments in parking and other support for private sector investment are evaluated by the City Council for their return on investment to the city, which could be realized in tax base expansion, job creation, blight removal, or the implementation of a plan. The Riverfront Island Master Plan, for which the Planning Board unanimously urged that it be given charge of implementing, calls for Oxford Street to be redeveloped with infill housing in mixed used buildings which will bring people and vitality to Oxford Street and rest of the master plan area.

As to parking, the Riverfront Island Master Plan notes:

" . . . the 610 space Chestnut Street Garage and the 337 space Lincoln Street Garage have been integral to the success of recent redevelopment efforts (e.g. in the Bates Mill Complex), providing nearby parking for employees and visitors. Today, those structures are well used during the work week, with peak utilizations rates of 85% and higher . . . As redevelopment of the Riverfront Island area continues – with potential for more retail, office and housing- new destinations will, over time, bring demand for more parking. When the district's public parking supply is operating at full capacity during peak periods, additional structured parking will likely be needed if the area is to continue to attract new businesses and housing."

The plan also notes there is underutilized privately owned parking in the area, and recommends working with those property owners to allow parking on their lots on an interim basis. Owners of those lots were not receptive to initial inquiries for shared parking agreements. The PAMCO mill has changed ownership since the plan was developed, and the Continental Mill has been optioned by an investment group. Those shared parking arrangements, if they can be developed at all, will likely be short lived as those mills are redeveloped.

This real estate is in the heart of Riverfront Island. Ownership of the land would allow the city to define the character of the redevelopment of that area of the city. In the short term, the real estate can be used as surface parking to help meet parking demand as Bates and other Riverfront Island area mills are redeveloped; delaying or reducing the need for decked parking. Redevelopment of the other mills will revitalize the area, creating jobs and expanding the tax base. In the longer term, the site could be redeveloped as envisioned in the Riverfront Island Master Plan.

City staff recommends that the Planning Board send a positive recommendation to the City Council regarding acquisition of 2 and 26 Oxford Street as well as a positive recommendation for an expenditure exceeding \$100,000 that was not specifically listed in the LCIP. Acquisition of the real estate will support both short and long term goals of the Riverfront Island Master Plan.

The City Council is scheduled to take action on this acquisition at their August 11th meeting.

FY 2016 Lewiston Capital Improvement Program Project Description Form

Project Title: Acquisition/Demolition

Operational Funding Division: Econ. & Comm. Development **Project Name:** Acquisition/Demolition

Est. Total Cost FY 2016:	350,000	Est. Total Cost FY 2016-2020:	1,750,000
City Share FY 2016:	300,000	City Share FY 2016-2020:	1,500,000

Project Description: Removal of derelict buildings in the downtown area for repurposing.

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

Assemblage of parcels to remove blight and support redevelopment are consistent with the Downtown Master Plan that was adopted as part of the City's Comprehensive Plan. The Riverfront Island section of the 2010 Strategic Plan recommends evaluating and pursuing appropriate opportunities for land assemblage and land banking that will further support the long term goals of the City. The Downtown Neighborhood Action Plan calls for stepped up code enforcement, the end result of which may be demolition. The draft 2014 Legacy Lewiston Comprehensive Plan calls for being more selective in determining which properties to demolish and to actively seek and get site control of properties with redevelopment potential.

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

The majority of the city's downtown housing stock was built before 1940. Some of it is in very poor condition. The city has increased its code enforcement efforts over the last several years, including identifying and having the council take action to condemn uninhabitable derelict properties; resulting in the demolition by the city of 49 buildings that had 206 housing units in them since 2011. These efforts have reduced the inventory of derelict and abandoned properties, but more remains to be done. Currently 27 buildings totaling 53 housing units have been condemned by the city and are slated for demolition. 21 buildings totaling 71 units have been condemned by the city but are undergoing renovations by private entities. These efforts will result in a better quality housing stock and increased tenancy in the properties that remain.

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

If post demolition properties are loamed and seeded mowing will be required.

How were cost estimates obtained and expenditure commitment:

Estimate is based on the cost of recent clean-up and demolition activities, a projection of properties to be demolished, recognition of the possible need for strategic acquisition to further city goals, and funds remaining from past bond/CDBG

FUNDING SOURCES

Source	Amount				
City Operating Budget	1,500,000				
City Bond Issue					
Federal/State Funding	250,000	Agency:	<u>CDBG</u>	Approval Received?	No
Other Agency/Municipality		Agency:	_____	Approval Received?	Yes No
Total Project Costs	1,750,000				

IMPLEMENTATION SCHEDULE (Fiscal Years)

	2016	2017	2018	2019	2020	Future
Total Project Cost	350,000	350,000	350,000	350,000	350,000	
Non-City Share	50,000	50,000	50,000	50,000	50,000	
City Share	300,000	300,000	300,000	300,000	300,000	0

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

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT dated July ___, 2015, is between HOOD'S REALTY, INC. ("Seller"), a Maine business corporation with a mailing address of 78 Merriman Cove Road, Post Office Box 448, Harpswell, Maine 04079 and the CITY OF LEWISTON, a body politic and corporate situated in Androscoggin County, Maine, with a mailing address of 27 Pine Street, Lewiston, Maine 04240 ("City").

1. Purchase and Sale of Property. Seller agrees to sell to City and City agrees to purchase, on the terms and conditions set forth in this Agreement, the property at 2 and 26 Oxford Street, Lewiston, Maine (the "Property"), described in Exhibit A, attached and made a part of this Agreement, together with the buildings and improvements on the parcel, and including, but not limited to, all easements and appurtenances benefiting the parcels.
2. Consideration. The consideration for the Property shall be **\$315,000.00**, payable to Seller. The City shall provide \$157,500 at closing and provide the final payment of \$157,500 in January 2016.
3. Right of Entry. Between the date of this Agreement and the Closing Date, upon reasonable prior notice and with due regard for Seller's use of the Property, City, its agents or independent contractors, may enter the Property to perform inspections, surveys, environmental assessments, and test borings.
4. Closing. Subject to satisfaction of the conditions in this Agreement, the closing of the sale and purchase of the Property pursuant to this Agreement shall take place at 1:00 p.m. on August 31, 2015, at the offices of Brann & Isaacson, 184 Main Street, P.O. Box 3070, Lewiston, Maine 04243-3070, or at such other time or place as the parties may agree upon in writing (the "Closing Date"). The City shall bear the Closing costs, except that the Seller shall be responsible for preparing and delivering the deed, and each party shall otherwise be responsible for its own attorney's fees.
5. Deed; Title. Seller shall convey and cause to be conveyed the Property to City or its designee by warranty deed, good and marketable fee simple title in accordance with the Maine State Bar Association Standards of Title. If Seller cannot convey and deliver possession of the Property as required by this Agreement, City shall have the right to terminate this Agreement and receive a full refund of all payments made by City, or to accept any portion or all of the Property with such defects, with an appropriate reduction in the consideration.
6. Transfer Tax. The City shall be responsible for paying the real estate transfer tax and recording fees.
7. Prorations. All taxes, fees, and assessments, including real estate taxes and water and sewer fees, shall be prorated as of the Closing Date. Utilities shall be paid by Seller to the Closing Date.

8. Property Condition. Prior to closing, Seller shall remove all personal property and all nonstructural items from the Property.
9. Seller's Representations and Warranties. Seller represents and warrants to City that the following are true and correct in all respects:
- a. Authority. Seller is authorized to enter into and perform this Agreement.
 - b. Title to Property. Seller has good and marketable title to the Property, free and clear of any encumbrances, other than those which will be discharged on or before the Closing Date.
 - c. Residency. Seller is not a "foreign person" within the meaning of 26 U.S.C. § 1445, and will deliver on the Closing Date certificates to this effect in form satisfactory to City.
 - d. Contracts, Leases and Agreements. There are no contracts, agreements or leases affecting the Property which are not terminable at will by Seller.
 - e. Litigation. There is no notice, suit, order, decree, claim, writ, injunction or judgment relating to a violation of any laws, ordinances, codes, regulations or other requirements affecting the Property. There are no suits, actions or proceedings pending or, to the best of Seller's knowledge, threatened against Seller affecting the Property or Seller's ability to perform this Agreement.
 - f. Underground Storage Tanks. There are no underground storage tanks located on the Property, and Seller will deliver or cause to be delivered on the Closing Date a certificate to this effect in form satisfactory to City.
 - g. Mechanics' Liens. No work has been done on the Property that could result in any liens on the Property, and no contracts are outstanding or in effect with respect to any such work, and Seller will deliver on the Closing Date certificates to this effect in form satisfactory to City.
 - h. Preferential Tax Treatment. The Property has received no preferential real estate tax treatment under any provisions of state or federal law, the removal from the provisions of which would trigger a recapture penalty, recapture tax or other requirement for reimbursement of earlier tax savings.
 - i. Waste Water. There is no subsurface waste water disposal system on the Property or, if there is, the system has not malfunctioned within the last six (6) months.
 - j. Hazardous Materials. No Hazardous Materials, as defined below, are or have been stored, used, or otherwise exist on the Property. Seller has received no notice or demand

from any person, including any governmental authority, with respect to Hazardous Materials on the Property. For purposes of this paragraph "Property" shall include any land on which the existence of Hazardous Materials could, under applicable laws, give rise to a lien on the property subject to this Agreement. "Hazardous Materials" as used herein shall mean any radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substance, oil or other petroleum products, asbestos, or related materials, including materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901, et seq.), the Uncontrolled Hazardous Substance Sites Law (38 M.R.S.A. §§ 1361, et seq.), or other applicable laws of Maine or other states which may apply to similar materials existing on the Property.

k. Occupancies. The Property is free and clear of all occupancies.

10. Conditions to City's Obligations. City's obligations under this Agreement are subject to City's satisfaction with each of the following:

a. Environmental Assessment. City shall obtain, at its expense, an environmental assessment of the Property.

b. Title Insurance. City shall obtain, at its expense, a commitment for title insurance insuring the Property.

c. Survey. City shall obtain, at its expense, a survey of the Property, performed by a licensed surveyor.

d. Inspections. City shall be satisfied with the result of its inspection of the Property.

e. Warranty Deed. Seller shall tender a warranty deed, in forms acceptable to City, conveying good and marketable title to the Property free and clear from all liens and encumbrances.

f. Possession. Seller shall have delivered over the exclusive possession of the Property in the same condition as it was on the date set forth above, free and clear of all occupancies, except for the Permitted Occupants.

g. Representations and Warranties at Closing. Seller's representations and warranties contained in this Agreement shall be true and correct as of the Closing Date. Seller shall deliver on the Closing Date certificates to this effect in form satisfactory to City.

11. City Council Approval / Financing Contingency. If this Agreement is not approved by the Lewiston City Council the City shall have the right to terminate this Agreement and receive a full refund of all payments made by City, and without liability of either party.

12. No Commissions. Each party represents to the other that it has not retained, directly or indirectly, any real estate broker or agent with respect to this purchase, and that each party will indemnify and hold harmless the other from and against all claims relating to brokerage or commission on account of this purchase claimed by any person hired or consulted by such party.

13. Risk of Loss. Seller assumes all risk of loss or damage to the Property until the closing. In the event of any substantial damage to the Property, which damage is not restored to its present condition on or before the closing, City may elect to, without prejudice to any other rights and remedies of City, (a) accept title to the Property and receive an appropriate reduction in the consideration; (b) accept title, in which event Seller shall pay any available insurance proceeds to City up to the maximum amount of insurance available under Seller's insurance policy; or (c) terminate this Agreement and receive from Seller a full refund of all payments made by City.

14. Indemnification. In addition to other indemnity obligations of the parties under this Agreement, each party shall indemnify and hold harmless the other party from and against:

- a. Claims. Any and all claims, demands, liabilities and obligations of any nature, whether accrued, absolute, contingent or otherwise existing at the Closing Date, and arising from or related to the City's efforts to purchase, take or acquire the Property, except those claims specifically waived by the parties under the terms of this Agreement.
- b. Damages. Any damage or deficiency resulting from any misrepresentation made in this Agreement, breach of warranty or representation, or failure to perform under this Agreement.
- c. Litigation. All actions, suits, proceedings, demands, assessments, and judgments, and related costs and expenses, including reasonable attorneys' fees, arising from or relating to a party's indemnification obligations.

15. Survival of Representations, Warranties, and Obligations. The covenants, agreements and representations of the parties contained in this Agreement, or any schedule, exhibit, certificate or other writing delivered in connection with this Agreement, and all obligations under this Agreement (including indemnification obligations) that are not fulfilled on the Closing Date, shall survive the closing.

16. No Relocation Payment; Release. The parties acknowledge and agree that no relocation or similar payments are due to Seller under state or federal law. Seller waives any right to seek relocation payments under state or federal law and releases City from any liability, claims or

causes of action relating to such payments that Seller has had, may now have or may have in the future, or otherwise relating to the transfer of the Property to City. Seller further acknowledges that this Agreement represents an arm's length transaction, that Seller has been represented and advised by counsel, and that Seller has entered this Agreement freely and without duress.

17. Notices. All required notices shall be effective upon receipt or refusal if in writing and delivered by hand, delivery service providing proof of receipt, or overnight mail, addressed to a party as stated above with copies of notices to the City to be sent to Brann & Isaacson, 184 Main Street, P.O. Box 3070, Lewiston, Maine 04243-3070, and copies of notices to the Seller to Dionne & Couturier, 465 Main Street, Lewiston, Maine 04240.

18. Governing Law. This Agreement shall be governed by Maine law.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

20. Waivers. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a waiver of any right on any future occasion. Any waiver by a party must be in writing.

21. Further Assurances. Each party will take all actions and deliver any additional documents as the other party reasonably requests to effectuate the purposes of this Agreement.

22. Entire Agreement. This Agreement contains the entire Agreement between the parties. Any changes to this Agreement must be in writing signed by the parties.

23. Headings. Headings are for reference only and shall not affect interpretation.

24. Severability. Any term or provision of this Agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

25. Time Is of the Essence. Time is of the essence of this Agreement.

[Signature Page Follows]

The parties are executing this Agreement as of the date set forth on page 1.

WITNESS:

CITY OF LEWISTON

Name:

By: _____

Name: Edward Barrett

Its: City Administrator

HOOD'S REALTY, INC.

Paul R. Dionne
Name: *Paul R. Dionne*

Robert A. Hood
By: Robert A. Hood

Its: President

EXHIBIT A

Certain lots or parcels of land situated in Lewiston, County of Androscoggin, State of Maine, bounded and described as follows:

2 Oxford Street:

Commencing at a point on the easterly line of Oxford Street one hundred and eighty-six (186) feet southerly from the southeasterly corner of Cross Street and Oxford Street; thence running easterly at a right angle one hundred (100) feet to a passageway; thence southerly at a right angle and by the westerly line of said passageway one hundred (100) feet; thence at right angles westerly one hundred (100) feet to Oxford Street; thence northerly at right angles and by the easterly line of Oxford Street one hundred (100) feet to the point of beginning.

Also another certain lot or parcel of land bounded and described as follows: All the premises conveyed to J. W. White Company by Zoraide Provost, Adrien P. Provost and Romeo R. Provost by Warranty deed dated August 17, 1927, recorded in the Androscoggin Registry of Deeds, Book 375, Page 157. Said property is a parcel of land on the easterly side of Oxford Street in said Lewiston, having a frontage of one hundred and twenty-five (125) feet and extending easterly one hundred (100) feet.

Also another certain lot or parcel of land with the buildings thereon, situated in Lewiston, in said County and State, bounded and described as follows, to wit: Beginning at the intersection of the southerly line of that part of Cross Street, which lies westerly of Lincoln Street with the easterly line of Oxford Street; thence running southerly with the easterly line of Oxford Street, sixty-one (61) feet; thence easterly at a right angle and by land now or formerly of the Franklin Company one hundred (100) feet to a passageway; thence northerly by the westerly line of said passageway about forty-one and forty-seven hundredths (41.47) feet to the southerly line of Cross Street; thence westerly by the southerly line of Cross Street one hundred and ninety-two hundredths (101.92) feet to the point of beginning.

26 Oxford Street:

Beginning at a point on the westerly line of Lincoln Street Alley two hundred sixty-six and forty-seven hundredths (266.47) feet southerly along said Alley from the intersection of said line of Lincoln Street Alley with the southerly line of Cross Street; thence the line runs in a westerly direction at right angles to said line of Lincoln Street Alley a distance of twenty (20) feet to the line of land conveyed by Wade & Dunton Carriage Realty Co. to Joseph Grube et al by deed dated August 30, 1977, and recorded in the Androscoggin County Registry of Deeds in Book 1291, Page 145; thence southerly at right angles along said Grube et al land sixty (60) feet to other land of said Grube et al; thence easterly at right angles along said Grube et al twenty (20) feet to the west line of Lincoln Street Alley; thence north along the west line of said Alley sixty (60) feet to the point of beginning.

TO: Ed Barrett, City Administrator
 FROM: Norman J. Beauparlant, Director of Budget/Purchasing
 SUBJECT: 2 Oxford Street (probable demolition cost)
 DATE: June 02, 2015

Following up to your request for an estimate of complete demolition cost of the structures at 2 Oxford Street, the following, lists items that were considered in estimating the probable demolition cost but carries a limited amount for ACM.

Given the fact that an environmental evaluation has not been done, some base line assumptions were made based on the visual assessment that I was able to do today. In addition to the site walk which included an exterior walk only, I have reviewed the City Assessment records on the structure involved and have made some base line estimates on the demolition techniques that will be used.

Assumption used:

1. The structure at 2 Oxford St. will be demolished with the foundation to be fully removed.
2. The structure has hot water baseboard. therefore ACM pipe covering is not an issue
3. Floor covering & roofing are often an issue in a building of this age (built in 1963). Any ACM Material would be identified in an impact survey.
4. Furnace may have ACM Issues.
5. No UST exists to be dealt with and assessment shows oil as the heating fuel
6. Demolition to be done consistent with City standards for separation of materials.
7. Foundation to be fully removed, slab on grade with frost walls only
8. Building Tonnage est. at 80 tons based on it being a concrete structure with only wood partitions and roof deck. The structure has 10,140 sq.ft.and is all one level on .57 of an acre of land.
9. CMU walls and concrete frost wall would go to city quarry

Summary Estimate:	Cost Range
ACM Demolition Assessment/work plan/abatement	\$2000-3,000
ACM Abatement (est. for Flooring that may be Positive) (10,140 sq. feet per floor x 20% x \$3.00/sq.)	\$5,000-6,000
ACM Monitoring	\$500-1,000
Demolition (removing all foundations and filling foundation hole)	\$9,000-11,000
Tipping Fees (wood waste to ReEnergy @ \$70./ton X 80 tons.)	\$5,000-6,000
Tipping Fees (waste material to Bio -Fuels @ \$70/ton X 10 tons)	\$700-1,000
Total Estimated Demolition Cost	\$22,200-\$28,000

Note: Given the location of the structure , a Phase 1 environmental assessment should be done as part of any P&S agreement

Redevelopment of 2 and 26 Oxford Street into 80 Space Parking Lot

Year	Current AV	Taxes	Stormwater	Proforma			Difference	Debt (2)	Maintenance (3)	Stormwater	Net to City
		0.02737		Revenue (1)							
1	\$ 293,770	\$ 8,040	\$ 1,400	\$ 9,440	\$ 28,800	\$ 19,360	\$ 11,263	\$ 10,150	\$ 1,400	\$ (3,453)	
2	\$ 293,770	\$ 8,040	\$ 1,400	\$ 9,440	\$ 28,800	\$ 19,360	\$ 10,986	\$ 10,150	\$ 1,400	\$ (3,177)	
3	\$ 293,770	\$ 8,040	\$ 1,400	\$ 9,440	\$ 38,400	\$ 28,960	\$ 10,710	\$ 10,150	\$ 1,400	\$ 6,700	
4	\$ 293,770	\$ 8,040	\$ 1,400	\$ 9,440	\$ 38,400	\$ 28,960	\$ 10,434	\$ 10,150	\$ 1,400	\$ 6,976	
5	\$ 293,770	\$ 8,040	\$ 1,400	\$ 9,440	\$ 38,400	\$ 28,960	\$ 10,158	\$ 10,150	\$ 1,400	\$ 7,252	
6	\$ 293,770	\$ 8,040	\$ 1,400	\$ 9,440	\$ 48,000	\$ 38,560	\$ 9,881	\$ 10,150	\$ 1,400	\$ 17,128	
7	\$ 293,770	\$ 8,040	\$ 1,400	\$ 9,440	\$ 48,000	\$ 38,560	\$ 9,605	\$ 10,150	\$ 1,400	\$ 17,405	
8	\$ 293,770	\$ 8,040	\$ 1,400	\$ 9,440	\$ 48,000	\$ 38,560	\$ 9,329	\$ 10,150	\$ 1,400	\$ 17,681	
9	\$ 293,770	\$ 8,040	\$ 1,400	\$ 9,440	\$ 48,000	\$ 38,560	\$ 9,053	\$ 10,150	\$ 1,400	\$ 17,957	
10	\$ 293,770	\$ 8,040	\$ 1,400	\$ 9,440	\$ 48,000	\$ 38,560	\$ 8,776	\$ 10,150	\$ 1,400	\$ 18,233	
				\$ 94,405						\$ 102,701	

(1) Revenues on 80 spaces at 60% occupancy at the rate of \$50 per month for Years 1 and 2, increasing to 80% occupancy Years 3 -5, 100% years 6-10

(2) Serial Debt on \$ 85,000 for 10 years @ 3.25% interest

(3) 12 storms plow/sand @ \$500 per storm; 15 sand only events @ \$200 per event; spring sweep \$750; Landscape maintenancce \$400 annual

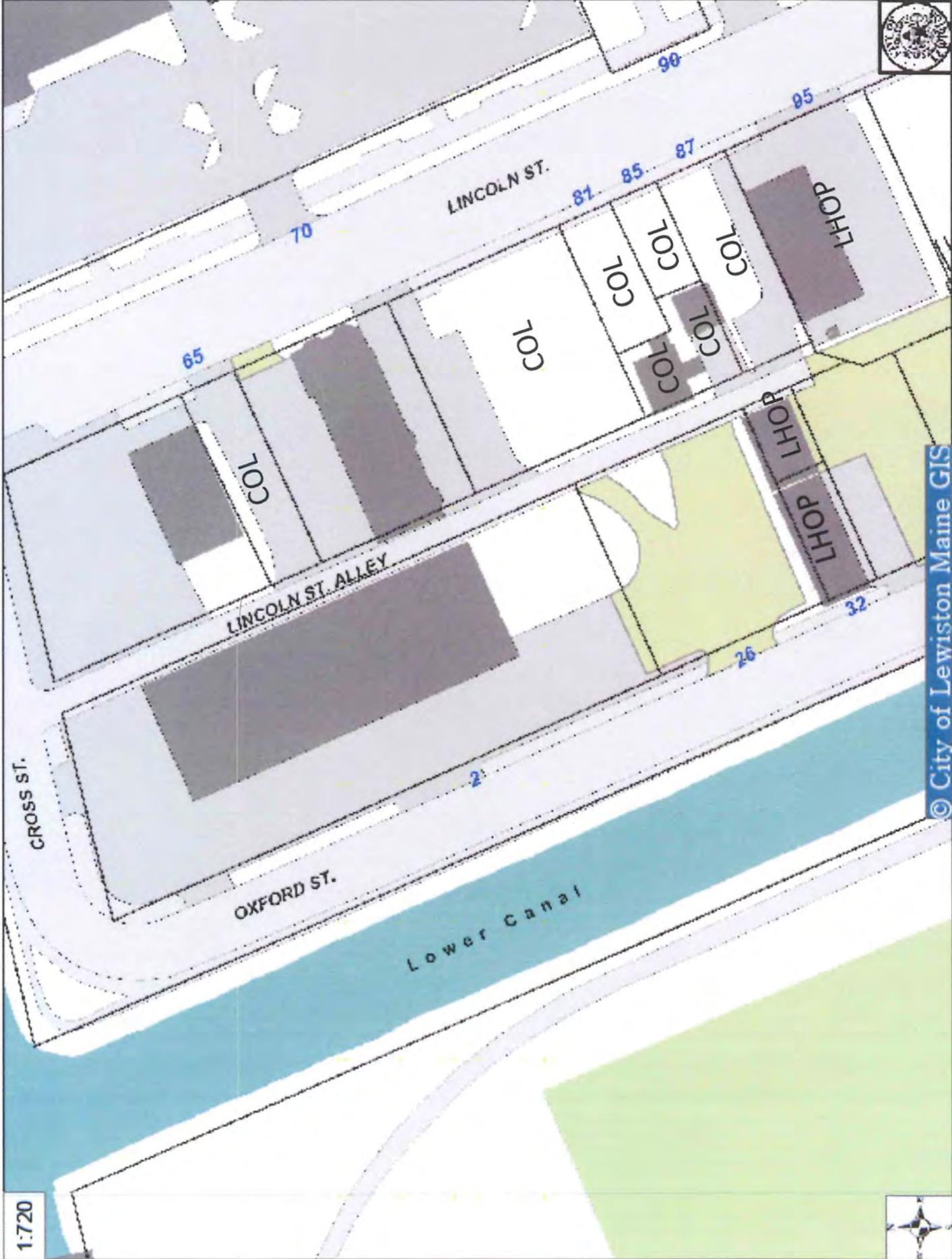


1:720



© City of Lewiston Maine GIS





© City of Lewiston Maine GIS

1:720

