

**LEWISTON CITY COUNCIL AGENDA  
CITY COUNCIL CHAMBERS  
FEBRUARY 2, 2016**

**6:00 p.m. Workshop**

- A. Joint Workshop with the School Committee regarding Human Resources Function - 45 minutes
- B. Discussion concerning LA Public Health Committee By-Laws - 15 minutes

**7:00 p.m. Regular Meeting**

Pledge of Allegiance to the Flag.  
Moment of Silence.

Update from the Lewiston Youth Advisory Council  
Acceptance of minutes of the meeting of January 19, 2016.

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

ALL ROLL CALL VOTES FOR THIS MEETING WILL BEGIN WITH THE COUNCILOR OF WARD 3.

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

- \* 1. Order authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 84 Summer Street.
- \* 2. Order authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 10 Turgeon Street.
- \* 3. Appointment to the Auburn-Lewiston Cable Television Advisory Board.
- + \*3b. Appointment to the Board of Library Trustees.
- \* 4. Authorization to accept transfer of forfeiture funds.

**REGULAR BUSINESS:**

- 5. Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for The Cage, 97-99 Ash Street.
- 6. Public Hearing and Final Passage for re-zoning of the property of 2-4 Avon Street.
- 7. Public Hearing for the Fiscal Year 2017 Lewiston Capital Improvement Program.
- 8. Amendments to the Policy Manual regarding the Lewiston Youth Advisory Council.
- 9. Order authorizing the City Administrator to execute a Purchase Option Extension with Bates Mill LLC regarding Bates Mill #5.

10. Resolve Authorizing the Fire Chief to apply for a Staffing for Adequate Fire and Emergency Response (SAFER) Grant to increase Fire Department staffing.
11. Update from the Lewiston School Committee Representative.
12. Reports and Updates.
13. Any other City Business Councilors or others may have relating to Lewiston City Government.
14. Executive Session to discuss Disposition of Property of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.
- +15. Executive Session to discuss labor union negotiations regarding the city's six employee unions.

LEWISTON CITY COUNCIL  
WORKSHOP AGENDA  
TUESDAY, FEBRUARY 2, 2016  
CITY COUNCIL CHAMBERS, LEWISTON CITY HALL  
6:00 PM

1. Joint Workshop with School Committee – Human Resource Function – 45 minutes.

Over a several year period beginning in late 2010, the City and the School Department evaluated then worked to bring together the two separate human resources function into one. Background on this effort including a copy of the agreement between the organizations is attached. Also attached please see memos from Elaine Runyan and Carol Burnham of the School Department discussing concerns with the combined operation.

2. Revised LA Public Health Committee By-Laws – 15 minutes

The LA Public Health Committee was established by actions of the respective Lewiston and Auburn City Councils in 2008. After extensive discussions involving the Committee, the Committee is recommending that a new set of By-Laws be adopted for the organization. Please see the attached information from Deputy Administrator, Phil Nadeau.

**EXECUTIVE DEPARTMENT**

**Edward A. Barrett, City Administrator**  
**Phil Nadeau, Deputy City Administrator**

January 26, 2016

To: Honorable Mayor and Members of the City Council  
Fr: Edward A. Barrett  
Su: Background on School/City Human Resources Consolidation

In 2010, Eaton Peabody Consulting Group, LLC ("EPCG") was engaged by the Lewiston School Department, in collaboration with the City, to review and analyze current operations within the City and School Department where there was a potential level of comparability with the objective of identifying potential opportunities for improving efficiencies, consolidating operations, and effectively saving local tax dollars. One of the areas reviewed was Human Resources. The following comes from the final report of this effort:

"The City's Human Resource Director is retiring in December and the City is planning to have the Deputy City Administrator assume the Director responsibilities. This will create a void in the technical skills in the department. The School Human Resource Specialist position could be upgraded and given the responsibility of directing Human Resource activity for both the City and School department (excluding contract negotiations and labor contract issues which could be handled by the School's Human Resource Director and the Deputy City Administrator, respectively). With a Masters Degree in Human Resource Leadership, the Human Resource Specialist possesses the skill requirements needed to oversee the hiring process, benefits management, employee training, and workers' compensation. This individual would continue to be a School department employee but would report to both the School's Human Resource Director and the Deputy City Administrator. Other Human Resource staff for both the City and School would report to this new titled position. A cost sharing arrangement could be developed between the City and School department for the position."

Based on this recommendation, City and School staff began a series of conversations which, in July 2011, resulted in an agreement for a one-year test period for a potential consolidation of Human Resources functions. During this one year trial, the respective HR employees remained with their initial home organization, but Jackie Little, the then School Human Resource Specialist, would be promoted to Assistant HR Director, would assume supervisory responsibilities over both City and School HR personnel, and would be charged with evaluating the potential for a more permanent consolidation of these functions. The City participated in this trial by agreeing to provide funding toward the cost of Ms. Little's promotion.

Over the next year, Ms. Little, who was familiar with School HR practices, became educated on how the City operated and produced a series of periodic progress reports, most of which were supportive of the concept of a fully merged operation. Based on these reports and Ms. Little's enthusiasm for the challenge of the project, the City and Schools entered into a formal agreement to merge the HR functions on a more permanent basis in July 2012, with the final relocation of the two prior City HR employees to the Dingley Building in July 2013. A copy of the agreement is attached.

Unfortunately, Jackie Little, who had been the driving force in the effort to meld the two HR functions together, left the School Department in January 2014. The School's current HR Director was hired in February 2014 from outside of the organization. As someone coming into the organization from outside, this individual was faced with the task of not only becoming knowledgeable of School Department HR policies and procedures, but also with those of the City, which operates quite differently. At about the same time, the School Department itself was facing greater challenges involving recruiting and retaining personnel.

As a result of this change and the additional stresses outlined in the attached memos from School personnel, the level of service provided by the combined HR department slipped. This was clearly more noticeable on the School side given the stress its HR function was under. Since the City faces a lower workload, it was less noticeable on our side; however, certain function that previously were handled by HR and certain new requirements that normally would be assigned to HR were effectively assumed by the Finance Department or the Deputy City Administrator in recognition of the workload and challenges the joint HR function was facing.

While the overall concept of a joint HR function was a valid goal to pursue, certain obstacles have made it difficult to achieve. These include the loss of a major leader in the effort when Jackie Little left and growing challenges associated with an increasing school population, school turnover, federal and state requirements, and other factors. Perhaps as important, the concept of gradually working toward similar benefit packages and providers for both organizations served elusive due to union contracts and specific issues faced by each organization. As a result, a key element in the process – simplification – was not achieved.

Attached please find memorandums from School Personnel outlining the issues faced by both organizations as a result of a combined operation that is inadequately staffed to meet the City and School needs.

Also attached, please find a spreadsheet prepared by Superintendent Webster that provides information on the current Human Resources staffing and budget and the proposed staffing and budget under either a combined or separated option.

**To:** Bill Webster, Ed Barrett  
**From:** Elaine Runyon  
**Date:** January 23, 2016  
**Re:** Recommendation for Full-Time School Dept. HR Director  
**Cc:** Phil Nadeau, Tom Jarvis, Heather Hunter, Carol Burnham, Adam Hanson



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This memo documents the reasons the Lewiston School Department needs a full-time HR Director in order to adequately serve the needs of Lewiston Public Schools as a service –based entity (meaning, people are the primary assets and use of their skills the primary outputs of the organization). As the recommendation significantly revises the current model, this document is organized to address 1) model assumptions, 2) the problems, struggles, and risks, and 3) the awareness of success/failure.

### **Model Assumptions**

The model for a combined HR Dept. arose from one of the recommendations in the *Analysis of Collaborative Opportunities*, a study performed by Eaton Peabody Consulting Group and published in November 2010. The recommendation was based on a set of circumstances that existed at the time and could not reasonably foresee the changing circumstances which severely hamper the ability of one qualified HR leader to serve the needs of two entirely different organizations.

One necessary element to succeeding with this model is the ability to streamline time demands and complexity by identifying and implementing common benefit plans and employee handbook policies. The reality is that our many, and different, collective bargaining units prevent this element from being fulfilled. One clear example of this reality occurred early in the set-up phase of our payroll / HR software conversion, when efficiency required that we share Munis training time. We discovered that the nearly universal differences in policies and contracts (we do share the same federal and state tax tables) necessitated running separate training schedules.

It's important to note a suggestion from the study that has worked out very well: the joint workers comp loss control services. In addition, the desire for a collaborative culture has sparked numerous initiatives that benefit the City and its School Dept.: access to common computer training space, a common financial software platform, streamlined cash management, the School Dept.'s adoption of the City's existing Purchase Card program, our upcoming common telephone system platform, and the School Dept. benchmarking with the City for best practices (e.g., we adopted a modified form of an alternative benefit to Maine State Retirement for qualified employees).

Last, the original study could not have foreseen the growth in volume and complexity for Lewiston Public Schools students, and by extension, its staff. Between FY2009 and FY2015, the School Dept. average total number of employees\* grew by 14%, and annual new hires grew by 9%, to 275. In addition, the overall annual turnover rate in all positions in FY2015 was 27.5%. Increasingly over this time frame, with no abatement in sight, the School Dept. lacked the skill set level of a full-time HR Director, to directly support and to manage the department functions that support its dynamic and changing work force.

### **Problems, Struggles, and Risks**

Absent a full-time skill set level of an HR Director, the volume and pace of School Dept. transactions to oversee or directly handle (as required) for hires, terminations & retirements, labor contract compliance, benefit programs administration, employee training (both district-wide and department level), regulatory compliance, regulatory changes, certification administration, employee communication and inquiries, and HR systems management has produced problems, struggles, and risks. Some of the solutions to meet minimal outputs have caused secondary problems. The list below provides overview examples:

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\* As measured by the 2<sup>nd</sup> quarter MESUTA Multiple Worksite Report

- Inability to ensure compliance standards are met: e.g., I-9's, Criminal History Record Checks, FMLA, ACA. Impact includes uncollected hiring documents, lapsed certifications, FMLA grievances, and shift of responsibility outside the HR Dept. to understand, plan, and direct ACA implementation.
- Inability to manage documentation standards:
  - outdated job descriptions, including unmet follow-through of MSEA negotiations draft revised job descriptions,
  - lack of basic HR procedures to ensure consistency, support training, minimize E&O exposure,
  - inconsistent audits of employee benefit elections v. employee listing of premium on vendor statements, resulting in incorrect coverage, denied coverage, and/or uncollected premiums,
  - lack of review for critical calculations, resulting in systemic overcharge of School Dept. dental premiums for single coverage,
  - missed unemployment hearings,
- Inability to train School Dept. HR staff in system and regulatory changes (see first bullet).
- Reduced accessibility during the work day. School Dept. Supervisors and Administrators are unable to obtain consultative information to address a critical disruption on a timely basis and/or to properly document a personnel matter. Impact includes improperly conducted internal interviews, inaccurate information conveyed to staff, and/or problematic outcomes that could have been avoided in the teacher contract.
- The pace of work and overload for the HR Director has been a constant state, leading to an undesirable error rate in HR Department outcomes since early 2013. For errors discovered, this creates internal re-work and employee dissatisfaction with HR staff. Note, this situation also infers a certain level of undetected errors. A recent example is the incorrect coding of School staff to the MDOE website, which is used to calculate state subsidy. We became aware of the errors due to a communication from MDOE. Another example (going back to 2013) is inaccurately tracking teacher years of service, resulting in incorrect pay for numerous teachers. We became aware of the problem through contract negotiations. The key point is that critical tasks need to be 1) performed, and 2) reviewed. Having less than a full-time HR Director for the School Dept. often results in skipping the review process entirely or giving it only nominal attention.
- Ineffective assignment of duties: with the HR Director engaged in City tasks, some baseline tasks normally assigned to the School HR Director are being handled by other staff. The key issues here are 1) untrained-HR professional staff are managing Director-level HR tasks, 2) the work overload spilling to this other staff in turn pushes out their own tasks that become late, subject to error, or crowds out other desired/required outcomes, and 3) an ongoing sense of deep concern over what has become the norm versus a temporary situation to push past.

Finally, it's important to know that the future workload of the School HR Director is subject to change, based on outcomes of current contract negotiations and overseeing the success of substitute fulfillment and position vacancies.

### **Awareness of Success/Failure**

We recognize that for many, the status of HR operations described above comes as a surprise. These issues have been ongoing since early 2013 and were shared internally within the School Dept. as needs indicated. I believe factors that contribute to the surprise effect include: 1) a strong desire by each incumbent HR Director to succeed and a high level of professionalism in the conduct of both HR Directors, 2) a deep-seated and universal conviction by School Dept. staff to prioritize budget \$\$ in the classroom, 3) a disproved belief by School staff that a common system would make the model workable, and 4) the earnest desire of School staff to meet the expectations of City Council and the School Committee, set in 2010 and reinforced since that time.

# LEWISTON PUBLIC SCHOOLS

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## MEMO

To: Bill Webster, Ed Barrett  
From: Carol Burnham  
Date: January 25, 2016  
Re: Current situation of HR Department  
C: Phil Nadeau, Thomas Jarvis, Heather Hunter, Elaine Runyon, Adam Hanson

I have been the HR Director for the School Department and City just shy of two years. Early on, it became apparent to me how over whelming this job was and the challenges the previous HR Director faced. It should be mentioned, that she was with the School Department for thirteen years and knew the school programs, benefits, and staff inside and out. Sliding the City's HR Department into the School's HR Department with two personnel from the City might seem seamless. Unfortunately, there is nothing that the City and School does alike. The HR department performs entirely different functions for the City versus the School Department. It is like one person running two totally different organizations.

The sheer complexities of both organizations are enormous, from the municipality's laws, policies, procedures, bargaining agreements to the school's laws, policies, Department of Education, procedures, bargaining agreements, etc. One element that both the city and school do share is the Maine Public Employees Retirement System. However, this becomes very complex with the different groups: teachers, ed techs versus fire fighters, police officers or other participating employees.

One of the most challenging dimensions of this dual role is the volume of all aspects of this position. For the school you are dealing with over 850 full-time employees with very high turnover rate and 350 city employees. Most of the time you are moving at warp speed to try to keep up with the needs of the employees and handling the next crisis. Things are not getting done that should have the attention of the director due to this volume and staffing levels. The reality is that the email volume alone is overwhelming.

I think that this current situation is not fair to the employees of the City or the employees of the School Department. They do not get adequate attention from their HR Director because I'm being pulled in too many directions. In today's society, the laws and procedures are changing very fast and I'm not able to keep up due to the current demands. As the HR Director, I should be in the lead for these changes, as well as, a resource for department heads when laws and procedures are changing.

This model isn't working, and I encourage you to consider separating the HR departments.

*Twitter: @LewistonSuper*

*Facebook: Lewiston Public Schools Superintendent*

**COMPARISON OF COST IMPLICATIONS ASSOCIATED WITH HUMAN RESOURCE OPTIONS**

	2015-16 Budget	2016-17 Consolidated	2016-17 If Separate	2016-17 Cons vs Sep
<b>Number of Positions</b>				
School	5	6	4	
City	<u>0</u>	<u>0</u>	<u>2</u>	
	<u>5</u>	<u>6</u>	<u>6</u>	0
<b>Cost</b>				
School	214,262	305,309	285,169	20,140
Charged to City	133,324	133,324	0	
Direct City Cost	<u>21,877</u>	<u>21,877</u>	<u>163,400</u>	
City Subtotal	<u>155,201</u>	<u>155,201</u>	<u>163,400</u>	-8,199
	<u>369,463</u>	<u>460,510</u>	<u>448,569</u>	<u>11,941</u>

NOTE THAT THE COSTS SHOWN ABOVE ARE BASED ON SALARY AND BENEFITS CURRENTLY IN EFFECT THE AMOUNTS CHARGED THE CITY HAVE NOT BEEN REVISED OR UPDATED FOR SEVERAL YEARS AND WOULD LIKELY INCREASE IN THE COMING FISCAL YEAR EVEN IF NO STRUCTURAL CHANGES TAKE PLACE.



## HUMAN RESOURCE SERVICES AGREEMENT

THIS AGREEMENT is made this 1<sup>st</sup> day of July 2011, by and between the CITY OF LEWISTON, a municipal corporation organized and existing under the laws of the State of Maine, and located in the County of Androscoggin, State of Maine (hereinafter "City"), and LEWISTON PUBLIC SCHOOLS, a separate entity of the City and a school administrative unit organized and existing under the laws of the State of Maine located in Lewiston, Maine (hereinafter "School").

### RECITALS

WHEREAS, the City of Lewiston has a variety of human resource needs with regard to certain City functions and services; and

WHEREAS, Lewiston Public Schools has a variety of human resource needs with regard to certain School functions and services; and

WHEREAS, the City and School have agreed to share human resource services as a pilot project for the mutual benefit of both parties; and

WHEREAS, 30-A M.R.S.A. §2201-§2207, as amended to date, provides for public agencies to enter into interlocal cooperation agreements, including inter alia agreements to share certain functions and services:

NOW, THEREFORE, the parties agree as follows:

For the term of this Agreement, the School and City will combine human resource staff to support the human resource needs of both the School and City.

#### **1. Directors of Human Resources.**

- a. The City will continue to employ its own Director of Human Resources, who shall be responsible for management of human resource functions for the City.
- b. The School will continue to employ its own Director of Human Resources, who shall be responsible for management of human resource functions for the School.

#### **2. Shared Human Resources Staff Members.** The following employees shall provide services to both the City and the School as provided in this Agreement and as further agreed to by the Superintendent, the City Administrator and the Directors of Human Resources:

- a. School employees:
  - i. Assistant Director of Human Resources
  - ii. HR Administrative Assistant
  - iii. HR Clerk
- b. City employees:
  - i. Safety Manager
  - ii. HR Generalist

iii. HR Secretary

3. **Employer Obligations.** The School shall continue to be the employer of all the School employees listed in Section 2 herein for all purposes, and shall be solely responsible to meet all legal and contractual obligations to said employees. The City shall continue to be the employer of all the City employees listed in Section 2 herein for all purposes, and shall be solely responsible to meet all legal and contractual obligations to said employees.
4. **Reimbursement for Services.**
  - a. The City shall pay the School the following amounts in consideration for services School employees provide to the City pursuant to this Agreement:
    - i. Assistant Director of Human Resources: \$9,404.00
    - ii. HR Administrative Assistant: \$0
    - iii. HR Clerk: \$0
  - b. The School shall pay the City the following amounts in consideration for services School employees provide to the School pursuant to this Agreement:
    - i. Safety Manager: \$9,404.00
    - ii. HR Generalist: \$0
    - iii. HR Secretary: \$0
5. **Duties of Shared Employees.** The specific human resource job functions and expectations for the shared human resources staff members will be outlined in writing by the Superintendent, the City Administrator and the Directors of Human Resources. (See appendix for the list of job functions.)
6. **Expenses.** Necessary supplies, equipment, mileage expenses and professional development for the Generalist, Administrative Assistant, Secretary, and Clerk will generally be the responsibility of the employee's employer. Necessary supplies, equipment, mileage expenses and professional development for the Assistant Director and Safety Manager will be shared equally between the City and School.
7. **Evaluation and Supervision of Shared Staff Members.** Each shared employee shall be evaluated and supervised by his/her employer.
8. **Term of Agreement.** The term of this Agreement shall be from July 1, 2011 through June 30, 2012, unless terminated earlier either by mutual agreement or by either party giving the other 90 days advance written notice.
9. **Sharing of Records.** The City and School shall maintain records pertaining to services provided pursuant to this Agreement, which shall be available to the other party for review and copying at all convenient times without charge. Any data or documents used or generated by the City or School and/or its employees shall be considered public information unless otherwise provided by law. The parties shall work together cooperatively to identify any information used or generated by City or School employees that is not public information so that confidential information shall not be publicly disseminated.

10. **Liability and Insurance.** Nothing in this Agreement is intended to alter, shift or expand any legal liabilities that the City and School each may have as legal entities and separate employers. The City and the School shall each bear responsibility for their own acts and omissions and those of their employees, subject to all available defenses against claims by third parties. By entering into this Agreement, neither party assumes any legal obligations of any nature to the employees or contractors of the other party. The City and the School shall each bear sole responsibility for defending and, if necessary, payment of claims brought by its employees under common law, collective bargaining agreements, and all local, state and federal employment, discrimination and civil rights laws. The City and the School have and shall continue to maintain appropriate insurance for general liability and errors and omissions.

11. **Notices.** Notices under this Agreement shall be sufficient if sent by first class mail or hand delivered as follows:

TO CITY: Edward Barrett  
City Administrator  
City of Lewiston  
27 Pine Street  
Lewiston, Maine 04240

TO SCHOOL: William Webster, Jr.  
Superintendent  
Lewiston Public Schools  
36 Oak Street  
Lewiston, Maine 04240

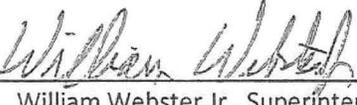
12. **Integration.** This agreement represents the entire integrated agreement between the City and School and supersedes all prior negotiations representations or agreements either written or oral. This Agreement may be amended only by written instruments signed by both the City and School.

13. **Administration of Agreement.** This Agreement shall be administered jointly by the City Administrator and Superintendent of Schools or their respective designees.

14. **Commissioner Approval.** This Agreement is subject to approval by the Commissioner of Education pursuant to 30-A M.R.S.A. § 2205.

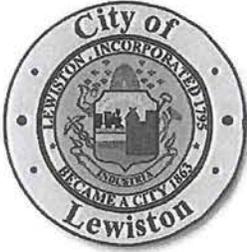
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

By:   
Edward Barrett, City Administrator

By:   
William Webster Jr., Superintendent of Schools

Approved Pursuant to 30-A M.R.S.A. § 2205

By:   
Stephen Bowen, Commissioner of Education



## EXECUTIVE DEPARTMENT

Edward A. Barrett, City Administrator  
Phil Nadeau, Deputy City Administrator

December 12, 2015

Kathy Montejo  
City Clerk  
City of Lewiston  
27 Pine Street  
Lewiston, Maine 04240

RE: Request for City Council Workshop – Proposed New L-A Public Health By-Laws

Dear Kathy:

Enclosed are the proposed amended By-Laws for the L-A Public Health Committee. Following extensive discussions and work sessions involving the L-A Public Health Committee, it was the consensus of the group that there were many concerns with the existing By-Laws. Some of those concerns included:

- Size of the existing committee which was just shy of 30 members
- A declining meeting attendance
- Some public comments suggesting that the Committee's purpose and mission was unclear
- Being overly inclusive in an effort to capture every sector of public health policy as opposed to keeping its focus on local health concerns and priorities

Given these concerns, our committee believed that a complete re-write of the By-Laws were in order. It is the hope of the Committee that these new By-Laws will set a new path for a public health in L-A. Our creation dates back to 2008 when area healthcare professionals assembled to find a way to address local public health concerns in the absence of funding staffed public health departments. We believe that these proposed By-Laws marks a new chapter in assisting the cities to address our local public health needs.

A review of the enclosed document will reflect:

- A clearly stated mission statement that defines the primary role of the committee as a public health advisory body
- A membership that will be capped at 9 people
- A membership with representation from both city governments, both city school departments, a resident from each city, one member of a community health organization, and two public health experts or practitioners

Though our Committee has played a role in helping to address questions about access to health care for our refugee population and has collaborated with state-wide health agencies to address local H1N1 concerns, bed bugs, bath salts and most recently the 2014 Lewiston referendum question to legalize marijuana, the time to revisit its mission and purpose is, in the opinion of our Committee, at hand.

On behalf of the Committee as its acting Chair, I am requesting that our new proposed By-Laws be placed on the earliest possible workshop schedule. We have issued a similar letter to the City Clerk in Lewiston.

Thank you and please contact me if there are any questions.

Sincerely,  


Phil Nadeau  
Acting Chair, L-A Public Health Committee

Enclosure

**City of Lewiston & City of Auburn**  
**Lewiston-Auburn**  
**Public Health Committee Interlocal Agreement**

Approved by the Lewiston City Council - 9/16/08  
Approved by the Auburn City Council – 9/2/08  
Amended by the Lewiston City Council – 11/15/11  
Amended by the Auburn City Council – 1/17/12

**Agreement Amended in its entirety by  
the Lewiston City Council – (date)**  
**Agreement Amended in its entirety by the  
Auburn City Council – (date)**

**WHEREAS**, the Cities of Lewiston and Auburn agree that this Interlocal Agreement to form the “Lewiston-Auburn Public Health Committee” shall be governed by and construed in accordance with the laws of the State of Maine specifically including, but not limited to, Chapter 115 of Part 2 of Title 30-A of the Maine Revised Statutes and that it shall be liberally construed to effect the purposes for which the Lewiston-Auburn Public Health Committee was created;

**NOW THEREFORE** the Cities of Lewiston and Auburn agree to re-authorize the creation of a joint standing public health committee for our community identified as the “Lewiston-Auburn Public Health Committee” and in accordance with the following provisions, authorizes the implementation of its Constitution and By-Laws as stated in this agreement:

1. The Lewiston City Administrator’s Office shall provide administrative support services; and
2. modification of this Agreement may occur at any time by a duly enacted resolution of both City Councils of Lewiston and Auburn. Notification of any action to modify this Agreement must be delivered in writing to the Chairperson of the LAPHC and to the City Clerks in Lewiston and Auburn no later than fourteen (14) days prior to any scheduled vote of the City Councils in Lewiston and Auburn; and
3. the existence of the LAPHC shall continue until such time as either City Council in Lewiston or Auburn terminate this Agreement; and
4. the termination of this Agreement may occur at any time by a duly enacted resolution of the City Council of Lewiston or the City Council of Auburn. Notification of any City Council action to terminate this Agreement must be delivered in writing to the Chairperson of the LAPHC and to the City Clerks in Lewiston and Auburn no later than fourteen (14) days prior to any scheduled vote of the City Council in either Lewiston or Auburn; and
5. in the event any provision of this Agreement is declared to be invalid or illegal, the remaining portions shall remain enforceable in accordance with their terms.

**LEWISTON-AUBURN PUBLIC HEALTH  
COMMITTEE CONSTITUTION AND BY LAWS**

**ARTICLE I – NAME**

The name of this organization shall be the “Lewiston-Auburn Public Health Committee” or herein referred to as the “LAPHC”.

**ARTICLE II – MISSION STATEMENT**

The mission of the LAPHC is to advise the municipal elected officials for the Cities of Lewiston and Auburn on policy issues related to the community’s public health.

**ARTICLE III – AUTHORITY**

The LAPHC shall be a public health advisory body to the municipal elected officials for the Cities of Lewiston and Auburn and shall work collaboratively with other City committees and community partners on issues related to public health.

The LAPHC shall identify public health priorities using evidence-based data and a holistic approach. Its focus shall be inclusive and reflective of the diverse community.

**ARTICLE IV – MEMBERSHIP**

Section 1. “Representative” shall be used to identify those appointed individuals who shall be entitled to voting privileges as outlined in these by-laws.

Section 2. Voting membership, equaling one vote, shall be appointed by a vote, conducted separately or jointly, by the City Councils of Lewiston and Auburn. The LAPHC shall submit a slate of nominee recommendations to both municipalities for approval.

The following organizations/positions/areas of focus shall make up the voting Representatives of the LAPHC:

- 1 Lewiston City Councilor
- 1 Auburn City Councilor/designee
- 1 Lewiston School Committee representative/designee
- 1 Auburn School Committee representative/designee
- 1 Lewiston resident
- 1 Auburn resident
- 1 related community organization representative
- 2 public health experts or practitioners (including physical, mental and behavioral health)

Section 3. The Lewiston and Auburn City Councils shall appoint their members consistent with established ordinances and policies.

Section 4. The Lewiston and Auburn School Committees shall submit their

nominees representing the Lewiston and Auburn public school systems. The nominees may be a school board member, parent, student or any employee of the respective public school systems.

Section 5. City residents, community organization representatives, and public health experts shall submit applications to the Auburn and Lewiston City Clerks who shall also forward copies to the LAPHC Chair.

Section 6. Any vacancy will be filled in the same manner as described above.

#### **ARTICLE V – ORGANIZATION**

Section 1. Conducting Business: The affairs of the LAPHC may be conducted by the members assembled at any authorized Regular or Special meeting of the Committee in which a quorum of the LAPHC is present.

Section 2. Officer terms, elections, vacancies: The two (2) officer positions of the LAPHC shall be as follows: Chairperson and Vice-Chairperson. Terms shall be one (1) year terms. Elections shall be conducted by the LAPHC representatives at any regularly scheduled meeting.

Section 3. LAPHC Representative terms:

- A. All terms shall begin on January 1<sup>st</sup> of each year with the following exception: Members terms in this amended 2015 Agreement shall begin upon the first meeting of the LAPHC following the approval of this agreement.
- B. The terms of all Representatives of the LAPHC with the exception of LAPHC Officers, City Councilors, and School Committee Representatives shall be set in three (3) year terms
- C. The terms of City Councilors and School Committee Representatives shall be two years and shall coincide with the municipal elections of both cities.

Section 4. Subcommittees: LAPHC subcommittees shall be an opportunity to bring in partner expertise and diverse perspectives as appropriate.

#### **ARTICLE VI – DUTIES, RESPONSIBILITIES AND OTHER COMMITTEES**

Section 1. Duties of the Chairperson and Vice-Chairperson:

- A. Chairperson: Shall call all Regular meetings of the organization; will appoint Representatives to ad-hoc committees; and provide leadership to the organization. The LAPHC Chairperson may appoint Representatives to, and create, ad hoc committees on an “as needed” basis. The Representatives of those committees shall select chairpersons for all standing or ad hoc committees.
- B. Vice-Chairperson: Shall provide assistance to the Chairperson

including taking meeting minutes and keeping time in the absence of staff support, and will serve as Chair in his/her absence. The Vice-Chairperson shall proactively communicate with City Administrators/Managers regarding upcoming City Council and Workshop agenda items related to public health.

## ARTICLE VII – MEETINGS

Section 1. Regular Meetings: Regular meetings shall be held monthly. All regular meetings are open to the public.

The Cities of Auburn and Lewiston shall have the responsibility to ensure that notice/agendas for the Regular Meeting be forwarded to the general public and membership within a reasonable amount of time but no less than seventy-two (72) hours prior to the meeting date.

Section 2. Special Meetings: The Chairperson may call special meetings and publish its stated purpose and each member and the media shall be notified by mail, email, fax or other communication.

The Chairperson or a majority of Committee members may call a special meeting for any purpose. The Chairperson shall make every reasonable effort to notify the media and membership of such meetings within twenty-four (24) hours of the scheduled date and time.

Section 3. Standing and Ad Hoc Committee Meetings: The Chairperson, or his/her designee, of all standing and ad hoc committees shall provide reasonable notice to all LAPHC members and the media in the event of any scheduled standing or ad hoc committee meeting. Meeting rules and other such business shall be set by the LAPHC.

Section 4. Quorum:

- A. Regular and Special Meetings: A quorum for all Regular and Special meetings of the LAPHC shall consist of those who are in attendance but shall be no less than a majority of five (5).
- B. Standing and Ad Hoc Committees: There shall be no quorum requirements for any standing or ad hoc committee

Section 5. Voting: A binding vote of the LAPHC shall occur with a quorum present or may occur by email vote given that the item was posted on the meeting's agenda in accordance with Sections 1 and 2 of this Article and that the votes are cast by those eligible Representatives identified within these by-laws. All email votes will be ratified at the following special or regular meeting.

Section 7. Meeting absences: Representatives must provide notice to the Chairperson

or his/her designee of any meeting absence. Failure by the Representative to provide notice will be considered an unexcused absence.

If a member has three (3) or more unexcused absences, the Chair, with notice to the Representative and to the LAPHC, may terminate the Representative upon an affirmative vote of the LAPHC and pursue an interim replacement to fulfill the vacancy in accordance with Article 4, Section 6.

In the event that a Representative has six (6) or more excused absences annually, the Chairperson, with notice to the Representative and to the LAPHC, may terminate the individual upon an affirmative vote of the LAPHC and pursue an interim replacement to fulfill the vacancy in accordance with Article 4, Section 6.

**ARTICLE VIII – BY-LAWS AMENDMENTS**

The LAPHC may, by majority vote, submit recommendations for by-laws changes to the City Councils which shall be delivered to the City Clerks of both cities. By-Laws shall only be amended with the approval of both City Councils (either conducted jointly or separately).

**ARTICLE IX – RULES OF ORDER**

The current edition of Robert’s Rules of Order shall govern the proceedings of all meetings of the LAPHC and its constituent parts except as provided by these by-laws.

This Agreement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Lewiston, a political subdivisions of the State of Maine, in accordance with Chapter 115 of Title 30-A of the Maine Revised Statutes.

Motion for passage:  
Vote:

Seconded by:

Action by \_\_\_\_\_ City Council:

Date –

ATTEST

This Agreement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Auburn, a political subdivisions of the State of Maine, in accordance with Chapter 115 of Title 30-A of the Maine Revised Statutes.

Motion for passage:  
Vote:

Seconded by:

Action by \_\_\_\_\_ City Council:

Date –

ATTEST

# LEWISTON CITY COUNCIL

## MEETING OF FEBRUARY 2, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 1**

**SUBJECT:**

Order Authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 84 Summer Street.

**INFORMATION:**

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

At this time, the Finance Director is asking the Council to approve a municipal quitclaim deed for the property located at 84 Summer Street. The quitclaim deed will release any interest the City may have by virtue of undischarged real estate tax liens or utility liens on this property. Payment of a tax lien has been received in full. Should the Council approve this Order, the quitclaim will be issued to the owners.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EWAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Order authorizing execution of a municipal quitclaim deed for real estate located at 84 Summer Street.



**City of Lewiston Maine  
City Council Order  
February 2, 2016**

**Order, Authorizing Execution of a Municipal Quitclaim Deed – Real Estate Located at 84 Summer Street.**

**WHEREAS**, the owner, F IS IN LLC, failed to pay their real estate tax bill on a timely basis at 84 Summer Street (Tax Map 206, Lot 079, Parcel 00-001655); and

**WHEREAS**, a tax lien was filed on June 18, 2014 (Book 8934 Page 95) and matured on December 18, 2015 in the amount of \$2,069.23; and

**WHEREAS**, payment was received in full on January 14, 2016; and

**NOW, THEREFORE, BE IT ORDERED by the CITY COUNCIL of the CITY of LEWISTON**, that issuance of a quitclaim deed for 84 Summer Street to release the City's interest in the property to the owner is hereby authorized.



## Finance Department

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



**TO:** Mayor Robert E. Macdonald  
And Members of the City Council

**FROM:** Heather Hunter, Finance Director/Treasurer

**SUBJECT:** **Quitclaim Deeds**

**DATE:** January 27, 2016

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

In the past, quitclaim deeds were processed at the department level; more recently, this action has been moved to the City Council level as it coincides with other property disposition authority. Therefore, all quitclaim deeds are placed on the City Council agenda, typically as consent items.

At your February 2<sup>nd</sup> meeting, there will be two quitclaim deeds requiring your action dealing with a matured tax lien and a matured stormwater lien that have since been paid. At this time, I am requesting you approve the quitclaim orders so the property can be released from the City to the new owners.

Please feel free to contact me with any questions or concerns you may have. I will also be available at the meeting to address comments.

# LEWISTON CITY COUNCIL

## MEETING OF FEBRUARY 2, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 2**

**SUBJECT:**

Order Authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 10 Turgeon Street.

**INFORMATION:**

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

At this time, the Finance Director is asking the Council to approve a municipal quitclaim deed for the property located at 10 Turgeon Street. The quitclaim deed will release any interest the City may have by virtue of undischarged real estate tax liens or utility liens on this property. Payment of a utility bill has been received in full. Should the Council approve this Order, the quitclaim will be issued to the owners.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EATSKMM*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Order authorizing execution of a municipal quitclaim deed for real estate located at 10 Turgeon Street.



**City of Lewiston Maine  
City Council Order  
February 2, 2016**

**Order, Authorizing Execution of a Municipal Quitclaim Deed – Real Estate Located at 10 Turgeon Street.**

**WHEREAS**, the owners, Meaghan M. and Jason R. Vallee, failed to pay their utility bill on a timely basis at 10 Turgeon Street (Tax Map 119, Lot 152, Parcel 00-000188); and

**WHEREAS**, a stormwater lien was filed on December 6, 2013 (Book 8830 Page 127) and matured on June 7, 2015 in the amount of \$104.27; and

**WHEREAS**, payment has been received in full;

**NOW, THEREFORE, BE IT ORDERED by the CITY COUNCIL of the CITY of LEWISTON**, that the issuance of a quitclaim deed for 10 Turgeon Street to release the City's interest in the property to the new owner is hereby authorized.

**LEWISTON CITY COUNCIL**  
**MEETING OF FEBRUARY 2, 2016**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 3**

**SUBJECT:**

Appointment to the Auburn-Lewiston Cable Television Advisory Board.

**INFORMATION:**

The Mayor is nominating the following resident to serve on the Auburn-Lewiston Cable Television Advisory Board, which is a joint committee with Auburn residents to oversee the operations of the Great Falls TV station:

Sylvie St. Amand, 6 Marcotte Avenue

This is a two year appointment.

Council confirmation of the Mayor's nomination is requested.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To confirm the Mayor's nomination of Sylvie St. Amand of 6 Marcotte Avenue, to serve as a member of the Auburn-Lewiston Cable Television Advisory Board and to appoint Ms. St. Amand as a member of the Board for a two year term, said term to expire January 9, 2018.

**LEWISTON CITY COUNCIL**  
**MEETING OF FEBRUARY 2, 2016**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 3B**

**SUBJECT:**

Appointments to the Board of Library Trustees.

**INFORMATION:**

Currently there is one opening on the Library Board of Trustees and the Mayor is nominating Sarah Yasin of 147 College Street to serve as a member of the Board. This is a three year term and will expire January 8, 2019. The Library Director supports this appointment and Council confirmation is requested.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.



**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To confirm the Mayor's nomination of Sarah Yasin of 147 College Street to serve as a member of the Board of Library Trustees and to appoint Ms. Yasin as a member of the Board of Library Trustees for a three year term, said term to expire January 8, 2019.

# LEWISTON CITY COUNCIL

## MEETING OF FEBRUARY 2, 2016

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 4

**SUBJECT:**

Authorization to accept transfer of forfeiture funds.

**INFORMATION:**

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

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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That pursuant to Title 15, Maine Revised Statutes Annotated, Section 5824(3) and Section 5822(4)(A), the City Council hereby acknowledges and approves of the transfer of \$3,509.00, or any portion thereof, in the case of the State of Maine vs. Shane Hardy, CR-15-687 Court Records, and the transfer of \$1,529.00, or any portion thereof, in the case of the State of Maine vs. Everton Jones, CR-14-440 Court Records, being funds forfeited pursuant to the court process. It is further acknowledged that these funds shall be credited to the 'City of Lewiston Drug Enforcement Program' account.

JANET T. MILLS  
ATTORNEY GENERAL



TEL: (207) 626-8800  
TTY USERS CALL MAINE RELAY 711

STATE OF MAINE  
OFFICE OF THE ATTORNEY GENERAL  
6 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0006

January 21, 2016

REGIONAL OFFICES  
84 HARLOW ST. 2ND FLOOR  
BANGOR, MAINE 04401  
TEL: (207) 941-3070  
FAX: (207) 941-3075

415 CONGRESS ST., STE. 301  
PORTLAND, MAINE 04101  
TEL: (207) 822-0260  
FAX: (207) 822-0259

14 ACCESS HIGHWAY, STE. 1  
CARIBOU, MAINE 04736  
TEL: (207) 496-3792  
FAX: (207) 496-3291

City Clerk's Office  
c/o Kathy Montejo  
City of Lewiston  
27 Pine Street  
Lewiston, ME 04240

RE: State of Maine vs. Shane Hardy  
Androscoggin County Superior Court Doc. No. CR-15-687 - **Criminal Forfeiture**  
Required Vote of Municipal Officers/Approval of Transfer of Forfeiture Assets

Dear Kathy:

Enclosed please find a draft Approval form for submission to the municipal officers.

Please inform the municipal officers that:

A. 15 M.R.S.A. §5824(3) requires that, before any forfeitable item may be transferred to a State Agency, County or Municipality, the municipal legislative body must publicly vote to accept the item(s) **if subsequently ordered forfeited by the Court;**

B. Under Rules issued by the Department of the Attorney General, a public vote must be made on each forfeiture "approval" and a "continuing resolution" of approval cannot be accepted;

C. As with all forfeitures, an approval of a transfer by the municipal legislative body does not guarantee either that the Defendant(s) *In Rem* will in fact be forfeited or, if forfeited, that the Court will order the item(s) transferred to the approving Department, Agency, County or Municipality. The municipal legislative body's approval only signifies that, if the Defendant(s) *In Rem* are in fact ordered forfeited and, if the Attorney General and the Court agree to a transfer of all or part of the Defendant(s) *In Rem* to a Department, Agency, County or Municipality based upon the "*substantial contribution*" of that Department, Agency, County or Municipality, then that entity is in fact, willing to accept the Defendant(s) *In Rem* or portions thereof. In order to streamline what is otherwise a cumbersome forfeiture process, it is our practice to seek State, county or municipal approval in anticipation of the final order of forfeiture. However, final

forfeiture is not guaranteed and both the municipal legislative body and the law enforcement agency involved are **cautioned** that they **should not encumber** funds or property until a Final Order granting them lawful title to the property is delivered to them;

D. Under the provisions of the Forfeiture Statute, if the municipal legislative body fails to approve a transfer in a timely manner, any forfeited items shall be transferred to the State of Maine General Fund.

Assuming your municipal legislative body does grant its approval, kindly see to it that the accompanying form is signed by the appropriate person and is "embossed" with the seal of the municipality. Then, please return the **original** to me for filing, and retain a copy for your records.

My sincere thanks for your attention to this matter. Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Denny Kenney for". The signature is written in a cursive, flowing style.

David Fisher  
Assistant Attorney General

Enclosure

STATE OF MAINE  
Androscoggin, ss

SUPERIOR COURT  
Criminal Action  
Docket No. CR-15-687

State of Maine	}	
	}	
v.	}	Municipality of Lewiston
	}	Approval of Transfer
	}	15 M.R.S.A. §5824(3) & §5822(4)(A)
Shane Hardy	}	
Defendant;	}	
	}	
And	}	
	}	
\$3,509.00 U.S. Currency	}	
Defendant(s) In Rem	}	

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

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

Dated: \_\_\_\_\_

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

STATE OF MAINE  
Androscoggin, ss

SUPERIOR COURT  
Criminal Action  
Docket No. CR-14-440

State of Maine	}	
	}	
v.	}	Municipality of Lewiston
	}	Approval of Transfer
Everton Jones	}	15 M.R.S.A. §5824(3) & §5822(4)(A)
Defendant;	}	
	}	
And	}	
	}	
\$1,529.00 U.S. Currency	}	
Defendant(s) In Rem	}	

NOW COMES the municipality of Lewiston, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) to the transfer of the above captioned Defendant(s) in Rem (\$764.50 in U.S. Currency), or any portion thereof, on the grounds that the Lewiston Police Department did make a substantial contribution to the investigation of this or a related criminal case.

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

Dated: \_\_\_\_\_

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

**LEWISTON CITY COUNCIL**  
**MEETING OF FEBRUARY 2, 2016**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 5**

**SUBJECT:**

Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for The Cage, 97-99 Ash Street.

**INFORMATION:**

We have received a renewal application for a Special Amusement Permit for Live Entertainment from The Cage, 97-99 Ash Street.

The Police Department has reviewed and approved the application.

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

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

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*SAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To grant a Special Amusement Permit for Live Entertainment to The Cage, 97-99 Ash Street.

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

Date of Application: 1-15-16

Expiration Date: 1-25-2017

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

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

\*\*\*\*PLEASE PRINT\*\*\*\*

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

**Location Address:** 97-99 Ash St. Lewiston, Maine 04240

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

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

**Email address:** \_\_\_\_\_

**Contact Person:** Randall Collins **Phone:** 207 576 3668

**Owner of Business:** The Cage Inc **Date of Birth:** \_\_\_\_\_

**Address of Owner:** 97 Ash St. Lewiston, Maine 04240

**Manager of Establishment:** Randall J. Collins **Date of Birth:** 2-24-52

**Owner of Premises (landlord):** RDP INC

**Address of Premises Owner:** 97 Ash St. Lewiston, Maine 04240

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

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

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

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

Corporation Name: The Cage Inc

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

Contact Person: Randall J. Collins Phone: 207 576-3665

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

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? Up Stairs + 80-90 feet away

Please describe the type of proposed entertainment:

- dancing
- stand up comedian
- piano player
- music by DJ
- karaoke
- other, please list \_\_\_\_\_
- live band/singers
- magician
- other, please list \_\_\_\_\_

If new applicant, what is your opening date?: \_\_\_\_\_

\*\*\*\*\*

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

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

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

Signature: Randall J. Collins Title: President Date: 1-15-16

Printed Name: Randall J. Collins

\*\*\*\*\*

Hearing Date: 2-2-16



## ***POLICE DEPARTMENT***

Michael J. Bussiere  
Chief of Police



---

TO: Kelly Brooks, Deputy City Clerk

FR: Lt. Adam D. Higgins, Support Services

DT: November 24, 2015

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

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

**The Cage**  
**97-99 Ash St.**



---

171 Park St • Lewiston, Maine • 04240 • Phone 207-513-3137 • Fax 207-795-9007  
[www.lewistonpd.org](http://www.lewistonpd.org)



*Professionalism*

*Integrity*

*Compassion*

*Dedication*

*Pride*

*Dependability*

# LEWISTON CITY COUNCIL

## MEETING OF FEBRUARY 2, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 6**

**SUBJECT:**

Public Hearing and Final Passage for re-zoning of the property at 2-4 Avon Street.

**INFORMATION:**

Property owners of 2-4 Avon Street have submitted a petition to the City to rezone the property at 2-4 Avon Street from the Resource Conservation (RC) District to the Urban Enterprise (UE) District to reflect changes in the boundaries of the flood zone as shown on the 2013 FEMA Flood Insurance Rate Map.

The Planning Board held a public hearing on this proposal at their January 11, 2016 meeting and voted 7-0 to recommend passage of this item.

Please see attached material from City Planner David Hediger.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested item.



**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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That the proposed amendment to re-zone the property at 2-4 Avon Street from the Resource Conservation (RC) District to the Urban Enterprise (UE) District, receive final passage by a roll call vote.



## CITY OF LEWISTON

### Department of Planning & Code Enforcement



**TO: Planning Board**  
**FROM: David Hediger, City Planner**  
**DATE: January 13, 2016**  
**RE: Request to rezoning of 2-4 Avon**

On January 11, 2016, the Planning Board voted unanimously to pursuant to Article VII, Section 4 and Article XVII, Section 5 of the Zoning and Land Use Code to send a favorable recommendation for the City Council's consideration based upon the proposal submitted by Robert Faunce on behalf of Sprinkle Systems, Inc. to rezone a portion of 2-4 Avon Street from the Resource Conservation (RC) District to the Urban Enterprise (UE) District to reflect changes in the boundaries of the flood zone as shown on the 2013 FEMA Flood Insurance Rate Map

This property of approximately .99 acres is located along the Androscoggin River and consists of two structures used for office and warehousing totaling 17,012 SF. The Assessor's records note the buildings were constructed in 1900.

In 1979, FEMA produced Flood Insurance Rate Maps (FIRM) for the city of Lewiston identifying properties that were at risk from a 100-year flood event (meaning that there is a 1% chance of the property flooding in any given year). In 1988, as part of a city wide rezoning and adoption of the community's first comprehensive plan, nearly all areas located within flood zones were mapped RC. This was done in part to protect potentially sensitive habitats and discourage redevelopment and new development from occurring in flood prone areas that may be subject to adverse impacts and insurance claims from flood damage. It is also a recommendation of FEMA as part of the City's participation in the National Flood Insurance Program's Community Rating System (CRS) to discourage development in flood prone areas in effort to reduce flood insurance rates for Lewiston. (Our participation in the CRS results in a 10% reduction in Lewiston flood insurance rates.)

FEMA updated the 1979 FIRM's effective July 8, 2013. The City and FEMA held informational meetings contacting impacted property owners regarding the changes. The updated maps did not result in many changes in Lewiston; however, some properties were added to the flood zone and others removed.

The property at 2-4 Avon Street is one of the properties in which the flood zone was significantly reduced to the point of actually removing the structures from the flood zone. This is a significant benefit to the property owner from a financing, marketing, and insurance perspective. However, because the property remains zoned RC by the City, should the owner want to expand or rebuild, significant limitations would be imposed by the City as the RC currently makes the use of the property and structures nonconforming. This creates issues if the buildings were destroyed or damaged by more than 80 percent market value, abandoned, or if a change of use or expansion were proposed.

The proposed rezoning will keep those portions of the property located in the 100-year flood zone within the RC district with the remaining portion to be zoned UE, consistent with the zoning pattern of the abutting property at 10 Avon Street (previously Pineland Lumber). The property will remain subject to shoreland zoning provisions for lots in UE district, including a 25' setback from the river.



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:** January 14, 2016

**Subject:** Planning Board Action

---

The Planning Board took the following action at their meeting held on January 11, 2016 regarding the rezoning of 2-4 Avon Street.

The following motion was made:

**MOTION:** by **Paul Madore** to pursuant to Article VII, Section 4 and Article XVII, Section 5 of the Zoning and Land Use Code to send a favorable recommendation for the City Council's consideration based upon the proposal submitted by Robert Faunce on behalf of Sprinkle Systems, Inc. to rezone a portion of 2-4 Avon Street from the Resource Conservation (RC) District to the Urban Enterprise (UE) District to reflect changes in the boundaries of the flood zone as shown on the 2013 FEMA Flood Insurance Rate Map. Second by **Sandra Marquis**.

**VOTED:** 7-0 (Passed)

c: Ed Barrett, City Administrator  
Planning Board Members

# AN ORDINANCE PERTAINING TO ZONING DISTRICT BOUNDARIES

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

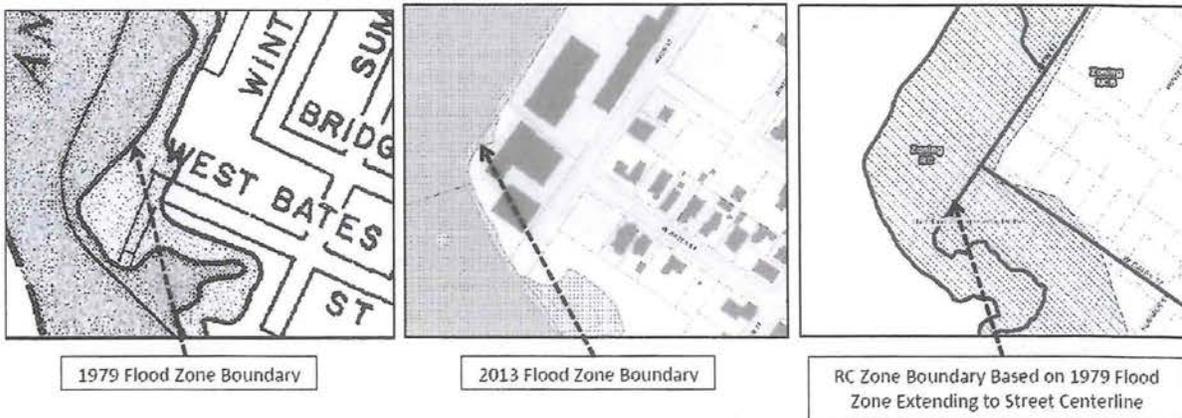
## APPENDIX A ZONING AND LAND USE CODE ARTICLE IV. ESTABLISHMENT OF DISTRICTS

### Sec. 2 Zoning Map

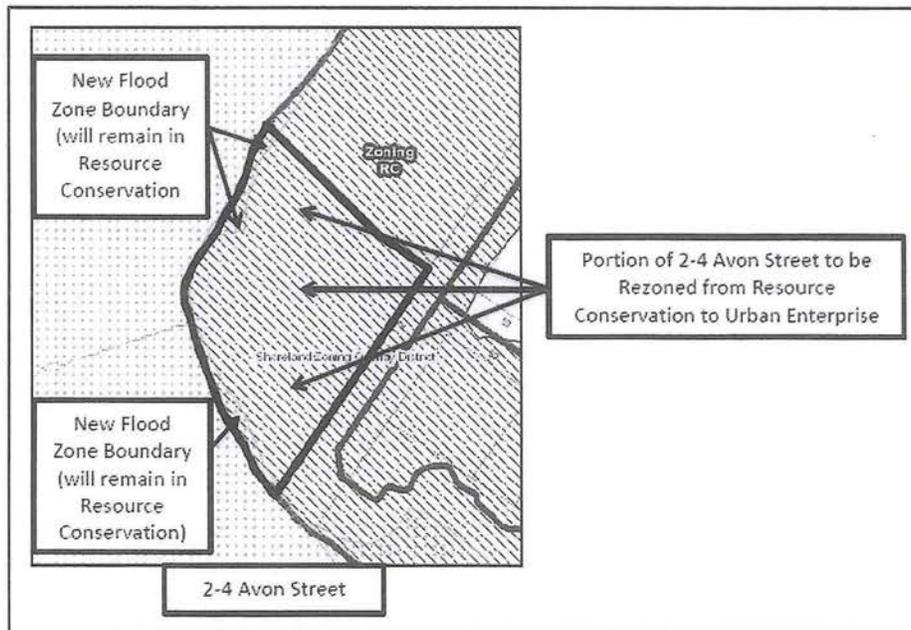
The Zoning Map, adopted pursuant to this Section, is hereby amended to rezone a portion of 2-4 Avon Street from the Resource Conservation (RC) District to the Urban Enterprise (UE) District to reflect changes in the boundaries of the flood zone as shown on the 2013 FEMA Flood Insurance Rate Map.

### REASONS FOR THE PROPOSED AMENDMENT

The reason for the proposed amendment is that the 1979 and earlier editions of the FEMA Flood Insurance Rate Map (FIRM) showed much of the project parcel as being within the flood zone. When the City of Lewiston created the Resource Protection District in 1974 and the successor RC District in 1991 it included within the districts all the land identified on the previous FEMA FIRMs as being within the flood zone. In addition, it extended the RC boundary to the centerline of Avon Street, effectively putting all of 2-4 Avon Street within the RC District. The earlier FIRMs were based on topographic mapping with a 10-foot contour interval and had limited accuracy. In 2013 FEMA issued a new FIRM based on LiDAR topographic mapping with a 2-foot contour interval, yielding flood maps of much greater accuracy. The 2013 FIRM shows only a small portion of the project parcel within the flood zone. These conditions are illustrated on the following maps.



As shown on the middle map above, the project parcel is now almost completely developed with buildings and pavement. While the uses and structures on the property are legally grandfathered, their non-conforming status is an issue for purposes of refinancing, sale, insurance, etc. As shown on the following map, the proposed rezoning would revise the boundary of the RC District so it conforms to the 2013 FEMA flood zone and the balance of the property would be placed in the UE District, which is consistent with the zoning in rest of the adjacent light industrial neighborhood.



#### CONFORMANCE WITH THE ZONING AND LAND USE CODE

Appendix A, Article XI, Section 18 of the Zoning and Land Use Code states that “*the purpose of the resource conservation district is to protect fragile ecological systems, vulnerable areas and areas of unique natural or scenic value from development or use which would adversely affect water quality, productive or unique wildlife and aquatic habitat, biotic systems, ecological relationships or scenic and natural values or which would create unreasonable risks to the public safety and welfare due to flooding, earth movement or slides or unstable soil conditions. To accomplish this purpose, uses are permitted which avoid disruption of the natural environment and are compatible with the natural risks associated with development within these areas while allowing productive use to be made of the land*”. The area proposed to be rezoned to the UE District is now fully developed and is not within the flood zone so there is no basis for it being within the RC District.

Appendix A, Article XI, Section 16 states that *“the purpose of the urban enterprise district is to encourage the improvement, reuse and redevelopment of older mixed use areas of the city by allowing a wide range of uses with appropriate development standards”*. This zoning designation is consistent with the existing use of the project parcel and the absence of a flood zone.

#### CONFORMANCE WITH THE COMPREHENSIVE PLAN

Page 124 of the Draft Lewiston Comprehensive Plan identifies floodplains as a resource to be protected from development within a proposed Critical Natural Resource Sector. With the issuance of the 2013 FEMA FIRM, almost all of the project parcel has been removed from the flood zone and it no longer needs protection from development.

Page 125 of the Draft Lewiston Comprehensive Plan states the proposed G-5 Infill Growth Sector is for areas that are mostly or fully built-out in the City’s historic development and is to include all of the UE District.



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Robert F. Faunce, Authorized Representative

December 7, 2015

David Hediger  
City Planner/Deputy Director Planning and Code Enforcement  
City of Lewiston  
27 Pine Street  
Lewiston, ME 04240-7201

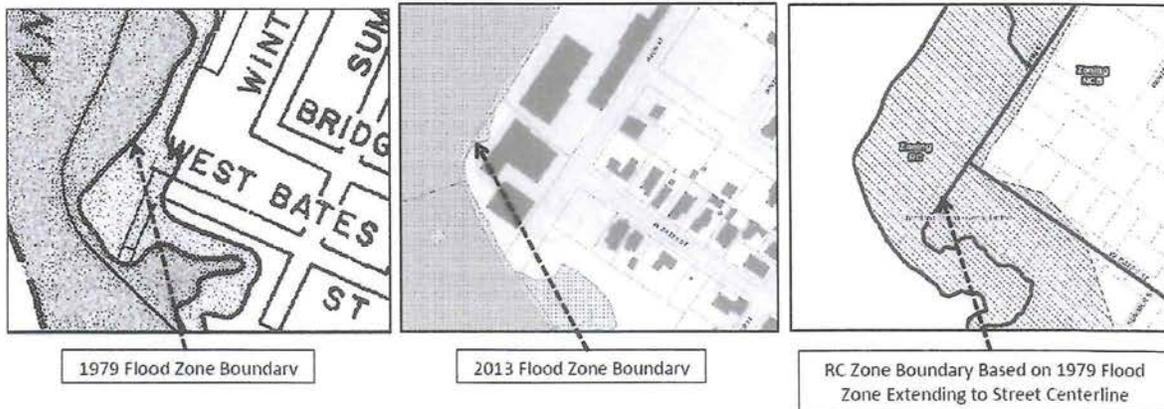
Re: Rezoning of 2-4 Avon Street

Dear Mr. Hediger:

I am submitting a petition and supporting documentation to amend the Lewiston Zoning and Land Use Code to rezone a portion of the Sprinkler Systems property at 2-4 Avon Street. As attested to in the attached letter, I have been authorized to represent the owner in the rezoning request.

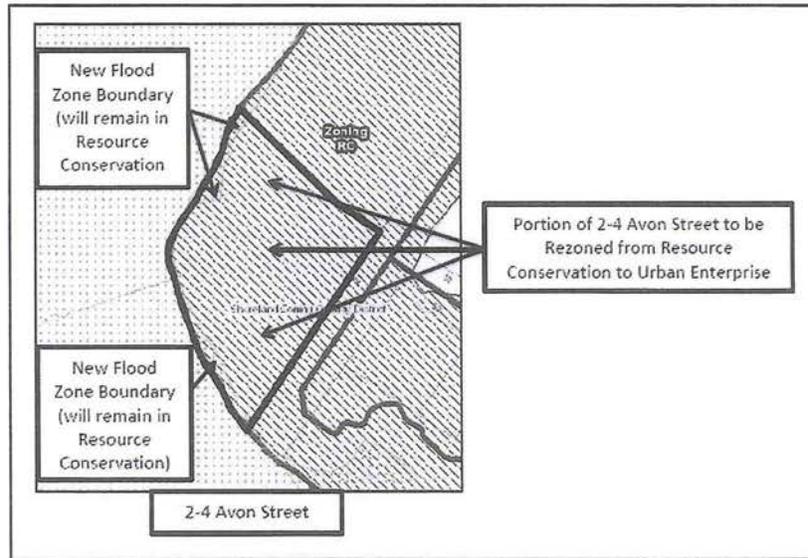
The site has been in commercial use for many years and is now considered fully developed. Prior to creation of the original Resource Protection (RP) District in 1974 and the Resource Conservation (RC) District in 1988, the property was in the Industrial District.

As shown on the first map, below, the 1979 FEMA Flood Insurance Rate Map (FIRM) placed most of the project parcel within the flood zone. The RP and RC Districts were created, in part, to protect those areas within FEMA flood zones from development but the City actually expanded the RC District beyond the flood zone to the centerline of Avon Street, effectively putting the entire property within the RC District as shown on the third map. In 2013 FEMA issued a new FIRM based on more accurate topographic data and, as shown on the second map, only a small portion of the property is now within a flood zone.



As you know, the RC District prohibits all types of commercial use, creating a hardship for the property owner. In order to address the changes in the flood zone and remove the

unnecessary restrictions posed by the RC District, we propose to rezone all of the project parcel not within the flood zone to Urban Enterprise (UE), which is consistent with its original Industrial District designation and with the adjacent UE District. The proposed rezoning is shown on the following map.



Attached is a petition in support of the rezoning as well as the proposed ordinance amendment and supporting narrative. We hope you find this information complete and can schedule a meeting with the Planning Board to discuss the proposal at a regular meeting in January 2016. Please be aware that we contacted the owner of the abutting former Pineland Lumber property and offered to include his property in the rezoning but there was no response to this suggestion.

Best Regards,

Robert F. Faunce

# Sprinkler Systems, Inc.

P.O. Box 1285

Lewiston, Maine 04243-1285

Ph. (207) 782-0104 Fax (207) 783-4865

*Fire Protection Professionals Since 1973*

Lewiston City Building  
Planning and Code Enforcement  
27 Pine Street  
3rd Floor  
Lewiston, ME 04240

November 10, 2015

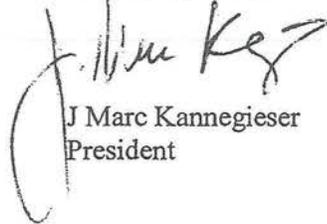
Re: 2-4 Avon Street

To Whom It May Concern:

On behalf of Sprinkler Systems, Inc., I authorize Robert F. Faunce to request the City of Lewiston to rezone a portion of the property at 2-4 Avon Street, Lewiston, that is currently within the Resource Conservation District to the Urban Enterprise District.

If I can be of any further assistance, feel free to call.

Very Truly Yours,



J Marc Kannegieser  
President

# Four Avon Street, LLC

P.O. Box 1285

Lewiston, Maine 04243-1285

Ph. (207) 782-0104 Fax (207) 783-4865

Lewiston City Building  
Planning and Code Enforcement  
27 Pine Street  
3rd Floor  
Lewiston, ME 04240

January 11, 2016

Re: 2-4 Avon Street, Lewiston

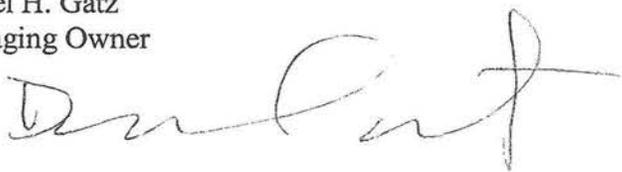
To Whom It May Concern:

On behalf of Four Avon Street, LLC, I authorize Robert F. Faunce to request to the City of Lewiston, re-zoning the property at 2-4 Avon Street, Lewiston, that is currently within the Resource Conservation District into an Urban Enterprise District.

If I can be of any further assistance, feel free to call.

Very Truly Yours,

Daniel H. Gatz  
Managing Owner



1-11-16

**PETITION TO AMEND THE CITY OF LEWISTON  
ZONING AND LAND USE CODE**

Pursuant to Appendix A, Article XVII, Section 5, Amendments, of the City of Lewiston Zoning and Land Use Code, we the undersigned residents of the City of Lewiston, being eighteen (18) year of age or older, do hereby petition the City of Lewiston to amend the Zoning Map as shown on the reverse side of this petition:

	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
1	<i>Donna Giroux</i>	DONNA GIRoux	4 SHANK ST Lew.	11-12-15
2	<i>Sara Cote</i>	SARA COTE	100 Baird Ave Lew	11-12-15
3	<i>Clayton Saucier</i>	Clayton Saucier	43 Central Ave Lew.	11-12-15
4	<i>Ryan Ouellette</i>	Ryan Ouellette	15 Basley Ave. Lew	11-12-15
5	<i>Robert Larocche</i>	Robert Larocche	6 Claire St. Lew	11-10-15
6	<i>William Cyr</i>	William CYR	147 HORTON ST	11/18/15
7	<i>John Chasse</i>	John Chasse	4 J. II st	11/25/15
8	<i>David E Ashton</i>	DAVID E ASHTON	50 DeClaffe Ln	11/25/15
9	<i>John Casaghe</i>	John Casaghe	100 Baird Ave.	11-25-15
10	<i>Walter Cary</i>	Walter Cary	34 Central Ave #1	11-25-15
11	<i>Angela Silke</i>	Angela Silke	765 Dons Way	11-25-15
12	<i>Fredricka Hall</i>	FREDRICKA HALL	72 FRANKLIN ST	11/30/15
13				
14				
15				
16				
17				
18				
19				
20				

**CIRCULATOR=S VERIFICATION**

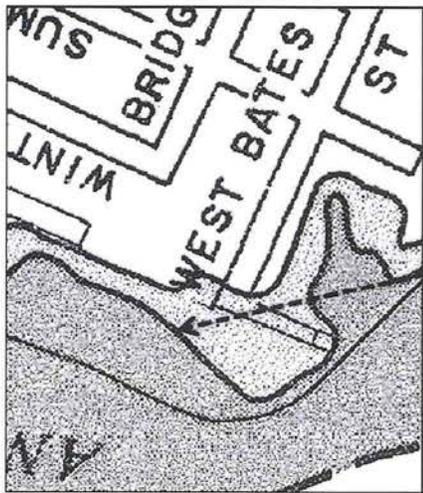
I hereby verify that I am the Circulator of this petition that all the signatures to this petition were made in my presence, and to the best of my knowledge and belief, each signature is that of the person it purports to be, and each person is a resident of the City of Lewiston.

*J. Marc Kamogieser*  
Signature of Circulator

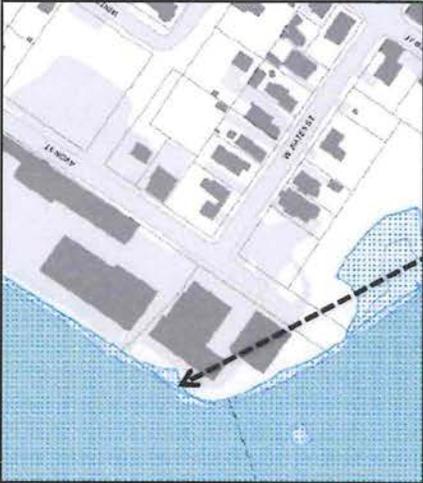
J. Marc Kamogieser  
Printed Name of Circulator

12-1-15  
Date

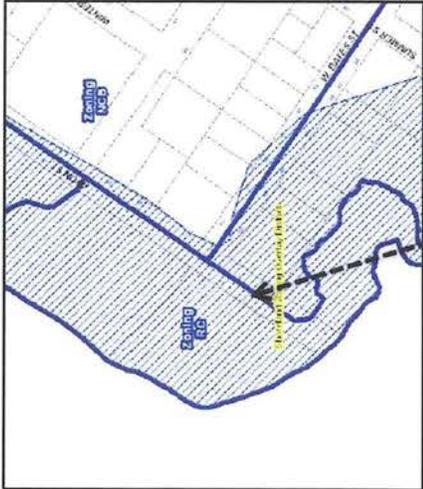
*Lucy Smith, Just Clerk 12/1/15*



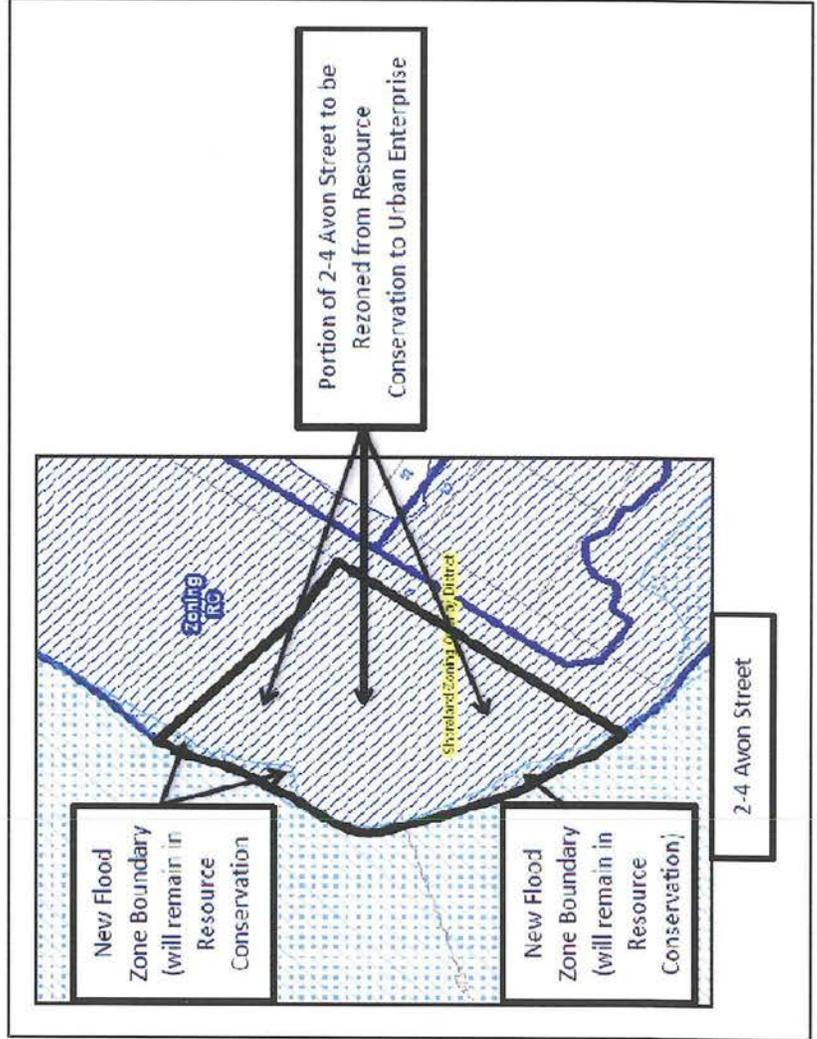
1979 Flood Zone Boundary



2013 Flood Zone Boundary



RC Zone Boundary Based on 1979 Flood Zone  
Zone Extending to Street Centerline



# LEWISTON CITY COUNCIL

## MEETING OF FEBRUARY 2, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 7**

**SUBJECT:**

Public Hearing for the Fiscal Year 2017 Lewiston Capital Improvement Program.

**INFORMATION:** The municipal Capital Improvement Program (LCIP) is required by State Law and the City Charter. The LCIP is an important and necessary planning tool for the City's consideration in financial and development issues. It is a working document, and adoption does not constitute approval and/or funding of the various projects within the program. Each project will require funding approval from the City Council at a later date. The complete LCIP booklet was distributed to Council around January 15 for review. Prior to acting on the City's five year capital plan, the Council must hold a public hearing on it. In addition to the public hearing, the Council will also receive comments on the plan from the Finance Committee and the Planning Board; staff anticipates that these processes will be completed prior to the Council's February 16th meeting, at which time the Council will be asked to adopt the Plan.

This agenda item is for a Public Hearing to receive citizen input and comment regarding the contents of the Plan. Adoption of the LCIP is scheduled for the February 16 City Council meeting.

Copies of the Plan are available on the City's website by using the Financial Reports link on the Finance Department's home page. The City Administrator's Message summarizing the plan and a spreadsheet with all proposed projects is attached.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

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

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To conduct a public hearing to receive citizen input and comment regarding the Fiscal Year 2017 Lewiston Capital Improvement Program.

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



## EXECUTIVE DEPARTMENT

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**Edward A. Barrett, City Administrator**  
**Phil Nadeau, Deputy City Administrator**

December 29, 2015

Honorable Mayor Robert E. Macdonald  
Lewiston City Council Members  
City Building  
Lewiston, Maine 04240

RE: Proposed FY2017 Capital Improvement Program

Dear Mayor and Councilors:

The proposed FY2017 Lewiston Capital Improvement Program (LCIP) is hereby submitted for your review in accordance with the provisions of the City Charter.

The purpose of developing and annually updating a five-year capital plan is to ensure that policy makers are aware of both current and future capital needs and can take these into account during the annual budget process. It assists in setting priorities for addressing the City's infrastructure needs and in planning for and managing the City's overall debt.

At the same time, a capital plan is not and cannot be carved in stone. It must be a living and flexible document that, while informing judgments, does not predetermine them. While the plan serves as a guide to decision making, other factors must be weighed and balanced. These include: the overall economic and fiscal climate; the City's debt position; the availability of non-city funding sources; unexpected emergencies or development opportunities; public requests or expectations; and the ability of the City's operating budget to directly fund projects through normal City revenues.

Under our charter and procedures, this plan is also submitted to the Planning Board and the Finance Committee for their review, comments, and recommendations. The Council is required to hold a public hearing on this plan and to adopt it as it may be changed or modified at least four months prior to the end of the current fiscal year.

In addition to various summaries, each project is described and justified in the attached project detail sheets. Potential sources of funding are suggested such as federal or state grants, our operating budget, or general obligation bonds.

While a five-year time frame is appropriate for planning purposes, the focus of immediate attention will be on those projects scheduled for the coming fiscal year and, more specifically, those requiring either operating support or debt authorization. A summary of such projects can be found below.

## OVERALL SUMMARY

The five-year capital plan calls for approximately \$157.8 million in projects of which \$84.5 million are supported by City resources including our various operating budgets or general obligation or enterprise revenue supported bonds. The following chart summarizes the proposed use of local resources for the first year of the plan (FY2017) and the total over the full five year period:

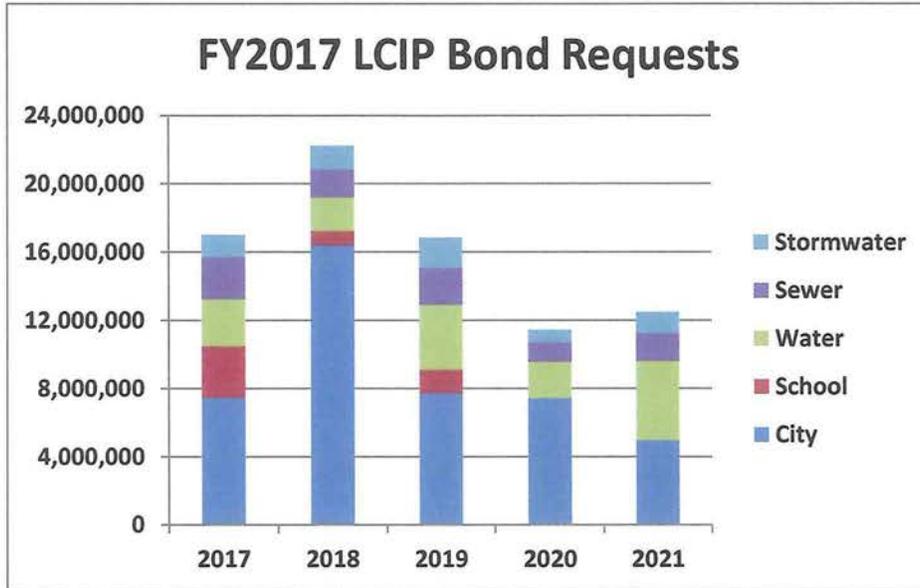
<b>AREA</b>	<b>FY2017</b>	<b>FY2017-FY2021</b>
City Bond Issue	7,463,500	43,932,500
City Operating Budget	361,800	1,492,550
School Operating Budget	-	20,000
School Bond Issue	3,011,526	5,232,050
Water Bond Issue	2,771,500	15,300,075
Water Operating Budget	487,000	2,217,000
Sewer Operating Budget	105,000	455,000
Sewer Bond Issue	2,456,500	8,986,500
Storm Water Operating Budget	331,500	441,500
Storm Water Bond Issue	1,286,000	6,477,500
<b>TOTAL</b>	<b>18,274,326</b>	<b>84,554,675</b>

Significant changes include an increase of \$1.2 million in the size of the proposed School bond issue from last year's proposed \$1.8 million. This increase is attributed to the classroom expansion at Farwell Elementary School, a project that has already received Council approval. Prior years' surplus bond proceeds significantly reduced the utility funds' FY2016 borrowing needs. The Water Fund had no bond authorized projects in 2016, and the Sewer and Stormwater Funds reduced their borrowing needs to \$1,000,000 and \$200,000 respectively. The utility funds' FY2017 borrowing needs total \$6.5 million.

## PROPOSED BOND ISSUES

The following chart and accompanying graph summarizes the amount of bonded debt proposed for the City's General Fund and each of its Enterprise Funds over the next five years.

<b>Fund</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>Total</b>
City	7,463,500	16,379,500	7,709,500	7,420,000	4,960,000	43,932,500
School	3,011,526	852,040	1,368,484			5,232,050
Water	2,771,500	1,950,350	3,830,000	2,126,875	4,621,350	15,300,075
Sewer	2,456,500	1,625,000	2,140,000	1,125,000	1,640,000	8,986,500
Stormwater	<u>1,286,000</u>	<u>1,404,000</u>	<u>1,787,500</u>	<u>750,000</u>	<u>1,250,000</u>	<u>6,477,500</u>
<b>TOTAL</b>	16,989,026	22,210,890	16,835,484	11,421,875	12,471,350	79,928,625



## OVERALL FISCAL AND ECONOMIC CLIMATE

During and subsequent to the recent great recession, capital funding financed by our operating budget declined. In recent years, we took some modest steps to increase the operating capital budget. This progress was reversed in FY14 as a result of a significant additional reduction in state revenue sharing. Projects that preferably should be funded through current revenues continue to be proposed for either bond funding or the use of fund balance. This includes equipment replacement, annual street paving, and proposed funding for some smaller projects.

While pressure remains on the City's operating budget due to the after effects of the economic downturn and the continuing state raids on local funding, staff will closely evaluate the potential to fund all or portions of some of the proposed bond projects through the operating budget. Funding recurring and on-going capital expenses from operations should continue to be our long-term goal.

## DEBT POSTURE

At the present time, the City's outstanding issued and authorized debt for all funds and purposes is \$151,739,112. The following chart provides greater detail by fund and purpose: While considered manageable by bond rating agencies, we should continue to work toward reducing tax supported debt. The current year's debt service budget of approximately \$8,276,231, while reduced from its high of \$9,553,599 in FY 10, represents approximately 20.1% of the City's operating budget exclusive of schools and county tax. The City Council continues to reaffirm our goal of reducing this percentage over time to a more sustainable level. This will be a major challenge given continuing economic constraints on our operating budget and reductions in state and federal funding.

While significant strategic investments have been required to address major changes occurring in the local economy in recent decades, these investments have come at a cost, and we must carefully manage our debt position moving forward. Our current approach to debt

management involves a four part strategy. First, we should strive to move certain capital expenditures back into our operating budget or find other sources to fund them. Generally, those projects that are on-going or fairly predictable from year to year should be supported by annual revenues. This includes such items as street overlay and fleet replacement. Second, we have closely monitored capital markets and refinanced outstanding bonds at lower interest rates whenever possible. Given the extent of the refinancings over the past few years, this option is just about exhausted. Third, the City has eliminated its past budgetary practice of using one-time revenues and fund balance to support our operating budget and has adopted a fund balance policy. Under that policy, once certain targets are met, preference is given to using amounts over the target for capital expenditures, relieving the need to borrow. Finally, in 2011, the Council lowered the amount of debt that can be authorized in any one year from 97% of the average amount of principal retired over the last three years to 80%. To exceed this amount, an affirmative vote of five Councilors is required. Over time, these approaches will allow the city to gradually reduce its outstanding debt and the percentage of the operating budget devoted to debt service.

Unfortunately, reducing our outstanding debt will not result in an immediate significant reduction in the City's debt service payment schedule. The City makes equal annual principal payments, resulting in a declining payment schedule over time as principal is paid off. This approach requires higher payments in the early years after debt is issued. The Finance Director has also made a strategic decision to amortize the City's debt at a rapid pace, which results in higher annual principal payments but reduces overall debt burden and interest cost over the term of the issue.

The City's General Fund debt service requirements for the current year and the next five fiscal years, exclusive of authorized but as yet unissued debt are:

<b>FISCAL YEAR</b>	<b>PRINCIPAL AND INTEREST PAYMENT</b>
FY16 (Current)	\$8,099,306
FY17	7,682,751
FY18	7,354,869
FY19	6,916,719
FY20	6,538,544
FY21	6,313,892

Given these required payments and the additional borrowing that will occur over this time, annual principal is likely to continue to increase throughout this period; however, we anticipate the City will experience a reduction in interest.

### **ENTERPRISE FUNDS**

The majority of the projects in our water, sewer, and stormwater funds are directly related to either addressing old and deteriorating infrastructure or responding to state and federal mandates related to clean water. In all of these utilities, debt service costs are a major factor driving future rate increases. In order to better plan for and manage such increases, we continue to develop multi-year revenue and expense projections to ensure that policy makers are aware of the impact of capital projects on the financial stability and rates of these utilities.

## PROPOSED FY2017 CAPITAL IMPROVEMENT PROGRAM

Recognizing that one of the major purposes of a capital plan is to inform the public of the City's annual budget process, this section briefly summarizes the projects identified for potential funding through local resources (our operating budgets or by issuing bonds) during FY2017.

PROJECT	TOTAL COST	CITY RESOURCES
<b>AIRPORT:</b>		
Airport Landside Terminal Parking Lot	700,000	350,000
Taxiway A Pavement Maintenance	82,000	2,050
Taxiway B Crack Repair Maintenance	190,000	4,750
Airport Wildlife Control Equipment - Tractor	300,000	150,000
Aircraft Hanger Construction	1,000,000	
	2,272,000	506,800
<b>EMERGENCY 9-1-1:</b>		
Radio Replacement Project	1,000,000	500,000
Virtualization Hardware Refresh	183,000	91,500
	1,183,000	591,500
<b>TRANSIT COMMITTEE:</b>		
Replacement Buses for the Fixed Route Bus System	400,000	40,000
<b>CITY CLERK:</b>		
Voting Booth Replacement	18,000	18,000
<b>ECONOMIC &amp; COMMUNITY DEVELOPMENT:</b>		
Acquisition/Demolition Funds	200,000	200,000
Acquisition of Lewiston Steam Substation	253,000	253,000
Riverfront Island Implementation	325,000	325,000
Wayfinding /Interpretive/Promotional Signage	50,000	50,000
Oxford Street Parking Lot	113,000	85,000
	941,000	913,000
<b>MIS DEPARTMENT:</b>		
Council Chamber Video and Sound System Replacement	55,000	55,000
<b>FIRE DEPARTMENT:</b>		
Property Purchase - Lisbon Street Substation	100,000	100,000
Five Fire Support Vehicle Replacements	220,000	220,000
	320,000	320,000
<b>PUBLIC WORKS - BUILDINGS:</b>		
Chestnut St. Garage Membrane Maintenance	200,000	200,000
Parking Study & Meter Replacement Program	130,000	130,000
Fire Substation Evaluation Study	120,000	120,000
City Buildings Security System	50,000	50,000

Library Elevator Control Replacement	27,000	27,000
	527,000	527,000
<b>PUBLIC WORKS - HIGHWAY:</b>		
Bates Street - Bus Station Area	20,000	20,000
Lincoln Street Alley Bridge Removal	30,000	30,000
Street Maintenance	910,000	910,000
Road Rehabilitation	740,000	740,000
	1,700,000	1,700,000
<b>PUBLIC WORKS - MDOT PROJECTS:</b>		
MTA Exit 80 Interchange Improvements	9,800,000	
MDOT TIP Signals Upgrades	450,000	
Main St. Preservation Paving	931,000	
MDOT River Rd. Recon. - Mt. Hope to Razel Way	900,000	
	12,081,000	
<b>PUBLIC WORKS - STREET LIGHTING:</b>		
Replace Mercury Street Lighting	1,175,000	1,175,000
<b>PUBLIC WORKS - SOLID WASTE:</b>		
Solid Waste Security System	75,000	75,000
<b>PUBLIC WORKS - OPEN SPACES:</b>		
Lionel Potvin Park - Playground Equipment Replacement	103,000	103,000
Paradis Park - Staircase Installation	100,000	100,000
Kennedy Park Master Plan	372,000	372,000
	575,000	575,000
<b>PUBLIC WORKS - MUNICIPAL GARAGE:</b>		
Municipal Garage Vehicle & Equipment Replacement	1,309,000	1,309,000
Artificial Turf Maintenance Equipment	20,000	20,000
	1,329,000	1,329,000
<b>SCHOOL DEPARTMENT:</b>		
LHS Telephone Upgrade and Switch Replacement	100,000	100,000
Farwell Classrooms – <b>Project Previously Approved</b>	1,896,000	1,896,000
LHS Chromebooks	389,000	389,000
Library Air Conditioning Project	200,000	200,000
Armory Renovation for Alternative Education Expansion	100,000	100,000
Parking and Sidewalk Paving	90,000	90,000
New Elementary School Construction	4,730,522	236,525
	7,505,522	3,011,525
<b>PUBLIC WORKS - WATER DIVISION:</b>		
Distribution Water Main Replacement/Rehabilitation	2,071,500	2,071,500
Equipment Replacement Program	107,000	107,000
Lake Auburn Watershed Protection Commission Land Acquisition	120,000	60,000
Meter Replacement Program	320,000	320,000
Redundant Transmission Main Installation	700,000	700,000
	3,318,500	3,258,500
<b>PUBLIC WORKS - SEWER DIVISION:</b>		
CSO Separation Various Locations	500,000	500,000
CSO Permanent Metering with SCADA	30,000	30,000
Rehabilitation of Old Sanitary Sewer Mains	1,000,000	1,000,000
Equipment Replacement Program	75,000	75,000

Collection System Inspection and Rehabilitation	786,500	786,500
Pump Station Replacement	170,000	170,000
	<u>2,561,500</u>	<u>2,561,500</u>
<b>PUBLIC WORKS - STORMWATER DIVISION</b>		
CSO Separation Various Locations	500,000	500,000
CSO Permanent Metering with SCADA	30,000	30,000
Sweeper Replacement	262,000	262,000
Jepson Brook Channel Upgrades	227,000	227,000
Storm Drains for Road Rehabilitation Projects	39,500	39,500
Hart Brook Water Quality Restoration Project	50,000	50,000
North Temple Storm Drain - Phase 2	269,000	269,000
Culvert Replacement Program	240,000	240,000
	<u>1,617,500</u>	<u>1,617,500</u>
<b>TOTALS</b>	<b><u>37,654,022</u></b>	<b><u>18,274,325</u></b>

## FY2017 MUNICIPAL BOND PROJECTS

The following general fund projects are proposed for bond funding in FY2017:

<b>PROJECT</b>	<b>AMOUNT</b>
<b>City:</b>	
Airport Landside Terminal Parking Lot	350,000
Airport Wildlife Control Equipment - Tractor	150,000
Radio Replacement Project	500,000
Virtualization Hardware Refresh	91,500
Acquisition of Lewiston Steam Substation	253,000
Riverfront Island Implementation	325,000
Wayfinding /Interpretive/Promotional Signage	50,000
Oxford Street Parking Lot	85,000
Council Chambers Video and Sound System Replacement	55,000
Property Purchase - Lisbon Street Substation	100,000
Five Fire Support Vehicle Replacements	220,000
Chestnut St. Garage Membrane Maintenance	200,000
Parking Study & Meter Replacement Program	130,000
Fire Substation Evaluation Study	120,000
City Buildings Security System	50,000
Street Maintenance	910,000
Road Rehabilitation	740,000
Replace Mercury Street Lighting	1,175,000
Solid Waste Security System	75,000
Lionel Potvin Park - Playground Equipment Replacement	103,000
Paradis Park - Staircase Installation	100,000
Kennedy Park Master Plan	372,000
Municipal Garage Vehicle & Equipment Replacement	1,309,000
	<u>7,463,500</u>
<b>School:</b>	
LHS Telephone Upgrade and Switch Replacement	100,000

Farwell Classrooms - <b>Project Previously Approved</b>	1,896,000
LHS Chromebooks	389,000
Library Air Conditioning Project	200,000
Armory Renovation for Alternative Education Expansion	100,000
Parking and Sidewalk Paving	90,000
New Elementary School Construction	236,526
	<hr/>
	<b>3,011,526</b>
Total General Fund Bond Requests	<hr/> <b>10,475,026</b> <hr/>

Given the proposed bond projects, the 80% limit of \$7,949,264 would be exceeded by \$2,525,762.<sup>1</sup>

As we move through the budget process, it is my hope that we will be able to reduce the proposed amount of borrowing to below the 80% limit. This can be accomplished by deferring projects and/or funding some of them from either the City's operating budget or unallocated fund balance. Toward this end, the goal of reducing next year's bond issue should remain in our minds as we work on the FY2017 operating budget.

**CONCLUSION**

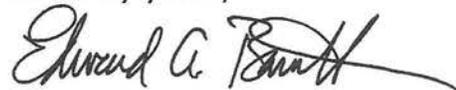
The LCIP is an important planning tool to assist policy makers as they consider financial and development issues. However, the LCIP is only a "tool," not a funded budget.

The City Council has the final authority over which projects are funded and which are not. In these economic times and given the City's overall debt and fiscal posture, it may be difficult to either afford or fully fund all of the scheduled LCIP projects, including those proposed for inclusion in the General Fund operating budget. As a result, these projects will require that we carefully prioritize what must and should be done. These are issues that will be fully discussed and evaluated during the upcoming budget process.

I would like to express my thanks to the members of City staff who contributed to developing this plan, especially our department directors, our Finance Director Heather Hunter, and Norm Beauparlant, our Director of Budget and Purchasing. Without their efforts, this document could not have been produced in a timely fashion.

I look forward to the opportunity of reviewing this plan with you, the Planning Board, and the Finance Committee over the coming months.

Sincerely yours,



Edward A. Barrett  
City Administrator

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<sup>1</sup> Note that this includes the early payment of the Colisee bond in FY2015. The additional principal payment equals \$3,475,000.

**FY 2017 Lewiston Capital Improvement Project Summary  
by Department/Agency**

PROJECT	PAGE	FY2017	FY2018	FY2019	FY2020	FY2021
<b>AIRPORT:</b>						
Airport Landside Terminal Parking Lot	14	350,000 CBI				
		350,000 Other				
Taxiway A Pavement Maintenance	15	77,900 F/S				
		2,050 COB				
		2,050 Other				
Taxiway B Crack Repair Maintenance	16	180,500 F/S				
		4,750 COB				
		4,750 Other				
Airport Wildlife Control Equipment - Tractor	17	150,000 CBI				
		150,000 Other				
Aircraft Hanger Construction	18	1,000,000 Other				
Instrument Landing System Relocation	19		380,000 F/S			
			10,000 COB			
			10,000 Other			
Reconstruction of Runway 4-22	20			5,700,000 F/S		
				150,000 CBI		
				150,000 Other		
New Fuel Farm Construction	21				712,500 F/S	
					18,750 COB	
					18,750 Other	
FBO Ramp Reconstruction	22				300,000 CBI	
					300,000 Other	
<b>EMERGENCY 9-1-1:</b>						
Radio Replacement Project	23	500,000 CBI	1,000,000 CBI	1,000,000 CBI		
		500,000 Other	1,000,000 Other	1,000,000 Other		
Virtualization Hardware Refresh	24	91,500 CBI				
		91,500 Other				
<b>TRANSIT COMMITTEE:</b>						
Replacement Buses for the Fixed Route Bus System	25	320,000 F/S	320,000 F/S	320,000 F/S	360,000 F/S	360,000 F/S
		40,000 COB	40,000 COB	40,000 COB	45,000 COB	45,000 COB
		40,000 Other	40,000 Other	40,000 Other	45,000 Other	45,000 Other
<b>ASSESSING:</b>						
City Wide Revaluation	26					114,000 CBI
<b>CITY CLERK:</b>						
Voting Booth Replacement	27	18,000 COB	18,000 COB			
<b>ECONOMIC &amp; COMMUNITY DEVELOPMENT:</b>						
Acquisition/Demolition Funds	28	200,000 COB	200,000 COB	200,000 COB	200,000 COB	200,000 COB

Acquisition of Lewiston Steam Substation	29	253,000	CBI						
Riverfront Island Implementation	30	325,000	CBI	425,000	CBI	450,000	CBI	450,000	CBI
Wayfinding /Interpretive/Promotional Signage	31	50,000	CBI						
Oxford Street Parking Lot	32	85,000	CBI						
		28,000	CD						
Lincoln Street Garage Phase II	33			8,560,000	CBI				
<b>MIS DEPARTMENT:</b>									
Council Chambers Video and Sound System Replacement	34	55,000	CBI						
Munis Software Replacement Phase IV	35					150,000	CBI		
<b>FIRE DEPARTMENT:</b>									
Property Purchase - Lisbon Street Substation	36	100,000	CBI						
Five Fire Support Vehicle Replacements	37	220,000	CBI						
Fire Department Pumper/Aerial	38					950,000	CBI		
<b>PUBLIC WORKS - BUILDINGS:</b>									
BLDG 1 Chestnut St. Garage Membrane Maintenance	39	200,000	CBI						
BLDG 2 Parking Study & Meter Replacement Program	40	130,000	CBI						
BLDG 3 Fire Substation Evaluation Study	42	120,000	CBI						
BLDG 4 City Buildings Security System	43	50,000	CBI						
BLDG 5 Solar Power Program for City Buildings	44			65,000	CBI				
BLDG 6 Main Street Fire Station Expansion	46			600,000	CBI				
BLDG 7 Library Elevator Control Replacement	47	27,000	COB	33,000	COB				
BLDG 8 City Hall Second Floor Interior Restoration	48			100,000	CBI				
BLDG 9 Central Fire Roof Membrane Replacement	49			160,000	CBI				
BLDG 10 Police Department Building Expansion	50					50,000	CBI	2,500,000	CBI
BLDG 11 Public Works Building Roof Membrane Replacement	51					325,000	CBI		
BLDG 12 City Hall Building Window Replacement	52							500,000	CBI
BLDG 13 Sabattus Street Fire Station Relocation or Rehabilitation	53								1,000,000
<b>PUBLIC WORKS - HIGHWAY:</b>									
Birch Street Road & Sidewalk Rehabilitation	54			925,000	CBI				
Canal Street Project	55			490,000	CBI				
Bates Street - Bus Station Area	56	20,000	COB						
Lincoln Street Alley Bridge Removal	58	30,000	COB						
Street Maintenance	60	910,000	CBI	882,000	CBI	856,000	CBI	880,000	CBI
Road Rehabilitation	62	740,000	CBI	845,000	CBI	775,000	CBI	745,000	CBI
<b>PUBLIC WORKS - MDOT PROJECTS:</b>									
MTA Exit 80 Interchange Improvements	64	9,800,000	F/S						
MDOT TIP Signals Upgrades	65	450,000	F/S						
			Funded						
Sabattus St. Preservation Paving WIN 022532.00	66			550,000	F/S				
Main St. Preservation Paving WIN 022535.00	67	931,000	F/S						
Stetson Road - Main St. to College St. Rehabilitation	68			810,000	F/S				
				90,000	CBI				

MDOT 4 River Road Reconstruction - Razel Way to Alfred Plourde	69		1,350,000	F/S					
			150,000	CBI					
MDOT East Ave. - Homefield St. to Fairlawn Ave.	70		720,000	F/S					
			80,000	CBI					
South Ave. Rehabilitation - Lisbon St. to Lincoln St.	71		180,000	F/S	1,800,000	F/S			
			20,000	COB	200,000	CBI			
MDOT 12 Simard Payne Bike/Pedestrian Path	72				348,000	F/S			
					87,000	CBI			
MDOT 11 Bikeway/Pedestrian Path Gully Brook to Boat Ramp	73				496,000	F/S			
					124,000	CBI			
MDOT River Rd. Recon. - Mt. Hope to Razel Way WIN 11599.30	75	900,000	F/S						
		Funded	CBI						
<b>PUBLIC WORKS - ATRC:</b>									
ATRC - Scribner Blvd. - Pleasant St. to Webster St.	76				1,080,000	F/S			
					120,000	CBI			
<b>PUBLIC WORKS - STREET LIGHTING:</b>									
Replace Mercury Street Lighting	77	1,175,000	CBI						
<b>PUBLIC WORKS - SOLID WASTE:</b>									
Solid Waste Security System	78	75,000	CBI						
Landfill Intermediate Cover	79						250,000	CBI	
<b>PUBLIC WORKS - OPEN SPACES:</b>									
Lionel Potvin Park - Playground Equipment Replacement	80	103,000	CBI						
Paradis Park - Staircase Installation	81	100,000	CBI						
Kennedy Park Master Plan	82	372,000	CBI	451,000	CBI	325,000	CBI	503,000	CBI
Marcotte Park Playground	84			172,000	Other	342,000	Other		
				75,000	CBI	75,000	CBI		
Randall Road Field Upgrades	85			175,000	CBI	820,000	CBI		
Franklin Pasture Tennis Court Resurfacing	86							20,000	COB
								20,000	SCHOB
<b>PUBLIC WORKS - MUNICIPAL GARAGE:</b>									
Municipal Garage Vehicle & Equipment Replacement	87	1,309,000	CBI	1,306,500	CBI	1,252,500	CBI	1,292,000	CBI
Fleet Tracking System	91			41,000	COB				
Artificial Turf Maintenance Equipment	92	20,000	COB						
<b>PUBLIC WORKS - Combined Sewer Overflow:</b>									
CSO Separation Various Locations	93	500,000	SWBI	500,000	SWBI			500,000	SWBI
		500,000	SBI	500,000	SBI			500,000	SBI
CSO Storage in Franklin Pasture for Gully Brook	95			25,000	SWOB	1,000,000	SWBI		
				25,000	SOB	1,000,000	SBI		
CSO Permanent Metering with SCADA	97	30,000	SWOB						
		30,000	SOB						
<b>SCHOOL DEPARTMENT:</b>									
LHS Telephone Upgrade and Switch Replacement	98	100,000	SCHBI						

Farwell Classrooms - Project Was Approved on 11/17/15	99	1,896,000	SCHBI								
LHS Chromebooks	100	389,000	SCHBI								
Library Air Conditioning Project	101	200,000	SCHBI								
Armory Renovation for Alternative Education Expansion	102	100,000	SCHBI								
Parking and Sidewalk Paving	103	90,000	SCHBI								
Longley Window and Door Replacement	104			450,000	SCHBI						
New Elementary School Construction	105	4,493,996	F/S	7,638,760	F/S	26,001,194	F/S				
		236,526	SCHBI	402,040	SCHBI	1,368,484	SCHBI				
<b>PUBLIC WORKS - WATER DIVISION:</b>											
Distribution Water Main Replacement/Rehabilitation	106	2,071,500	WBI	1,700,350	WBI	1,850,000	WBI	1,706,875	WBI	1,771,350	WBI
Equipment Replacement Program	108	107,000	WOB	46,000	WOB	90,000	WOB	69,000	WOB	90,000	WOB
Lake Auburn Watershed Protection Commission Land Acquisition	110	60,000	WOB	62,500	WOB	65,000	WOB	67,500	WOB	70,000	WOB
		60,000	Other	62,500	Other	65,000	Other	67,500	Other	70,000	Other
Lake Auburn Water Intake Study	111			100,000	WBI						
Lewiston-Auburn Water Treatment Program - Contingency Need	112			150,000	WBI	1,200,000	WBI				
				150,000	Other	1,200,000	Other				
Meter Replacement Program	113	320,000	WOB	360,000	WOB	270,000	WOB	270,000	WOB	270,000	WOB
Redundant Transmission Main Installation	114	700,000	WBI			780,000	WBI	420,000	WBI	2,850,000	WBI
<b>PUBLIC WORKS - SEWER DIVISION:</b>											
Rehabilitation of Old Sanitary Sewer Mains	115	1,000,000	SBI	1,000,000	SBI	1,000,000	SBI	1,000,000	SBI	1,000,000	SBI
Equipment Replacement Program	117	75,000	SOB	25,000	SOB	50,000	SOB	155,000	SOB	95,000	SOB
Collection System Inspection and Rehabilitation	119	786,500	SBI								
Pump Station Replacement	120	170,000	SBI	125,000	SBI	140,000	SBI	125,000	SBI	140,000	SBI
<b>PUBLIC WORKS - STORM WATER DIVISION</b>											
Sweeper Replacement	122	262,000	SWOB								
Jepson Brook Channel Upgrades	123	227,000	SWBI	454,000	SWBI	400,000	SWBI	400,000	SWBI	400,000	SWBI
Storm Drains for Road Rehabilitation Projects	124	39,500	SWOB	19,500	SWOB	23,000	SWOB	23,000	SWOB	19,500	SWOB
Hart Brook Water Quality Restoration Project	126	50,000	SWBI	300,000	SWBI	300,000	SWBI	350,000	SWBI	350,000	SWBI
North Temple Storm Drain - Phase 2	127	269,000	SWBI								
Culvert Replacement Program	128	240,000	SWBI	150,000	SWBI	87,500	SWBI				
<b>TOTALS</b>				<u>37,654,022</u>	<u>36,519,150</u>	<u>56,115,678</u>	<u>13,773,875</u>	<u>13,775,850</u>			
City Bond Issue	CBI	7,463,500		16,379,500		7,709,500		7,420,000		4,960,000	
City Operating Budget	COB	361,800		362,000		240,000		263,750		265,000	
Community Dev. Block Grant	CD	28,000		-		-		-		-	
Federal/State Funding	F/S	17,153,396		11,948,760		35,745,194		1,072,500		360,000	
Other Agency/Municipality	Other	2,198,300		1,434,500		2,797,000		431,250		115,000	
School Operating Budget	SCHOB	-		-		-		-		20,000	
School Bond Issue	SCHBI	3,011,526		852,040		1,368,484		-		-	
Water Bond Issue	WBI	2,771,500		1,950,350		3,830,000		2,126,875		4,621,350	
Water Operating Budget	WOB	487,000		468,500		425,000		406,500		430,000	

Sewer Operating Budget	SOB	105,000	50,000	50,000	155,000	95,000
Sewer Bond Issue	SBI	2,456,500	1,625,000	2,140,000	1,125,000	1,640,000
Storm Water Operating Budget	SWOB	331,500	44,500	23,000	23,000	19,500
Storm Water Bond Issue	SWBI	1,286,000	1,404,000	1,787,500	750,000	1,250,000
TOTAL		<u>37,654,022</u>	<u>36,519,150</u>	<u>56,115,678</u>	<u>13,773,875</u>	<u>13,775,850</u>
Bond Issues		<u>16,989,026</u>	<u>22,210,890</u>	<u>16,835,484</u>	<u>11,421,875</u>	<u>12,471,350</u>

# LEWISTON CITY COUNCIL

## MEETING OF FEBRUARY 2, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 8**

**SUBJECT:**

Amendments to the Policy Manual regarding the Lewiston Youth Advisory Council.

**INFORMATION:**

The members of the Lewiston Youth Council have recently done a review of their Bylaws and the Policy established to create the group. They are suggesting several housekeeping related changes to better reflect the current practices of the group. These are outlined in the attached memorandum.

Note: Additions are underlined; deletions have ~~strikeout~~ lines.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EA Blkmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the proposed amendments to the Lewiston Youth Advisory Council Policy, Policy Manual Number 74, as requested by the Lewiston Youth Advisory Council and their advisors.

(Note - Full copy of the amendment is attached.)



## EXECUTIVE DEPARTMENT

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Edward A. Barrett, City Administrator  
Phil Nadeau, Deputy City Administrator

TO: Mayor & City Council

FR: Dottie Perham-Whittier, Community Relations Coordinator (LYAC Advisor)

RE: **Proposed Youth Council Policy & Bylaws Changes**

DT: January 21, 2016

The sitting Lewiston Youth Advisory Council (LYAC) recently did a thorough review of its policy and bylaws to bring them into line with current practice, to make some areas more clear, and to outline new provisions for future reference. **LYAC voted in favor of the changes on January 20, 2016.**

**Policy: Changes Include:**

- Stated youth council's establishment date by City Council, October 16, 2001,
- Addressed completion of service should a member's family move out of Lewiston during his/her tenure,
- Clarified language for rotating "seat" opportunity for LYAC members at City Council meetings.

**Bylaws: Changes Include:**

- Above-noted member's family moving language,
- Updates to the LYAC annual interview process, to now include former LYAC members,
- Added orientation attendance requirements for returning members,
- Updated language on how subcommittees are established and work,
- Revised/new language as to unexcused and excused absences,
- Added more specifics to officer duty descriptions, vacancies, officer nomination procedures, and tie votes.

dapw

# LEWISTON YOUTH ADVISORY COUNCIL (LYAC)

## NAME & STATEMENT OF PURPOSE

The official name of the City of Lewiston youth council shall be the “Lewiston Youth Advisory Council” (LYAC). The LYAC, established by the Lewiston City Council on October 16, 2001-~~in July 2002~~, shall serve as an advisory council to the Lewiston City Council in regards to community issues affecting youth and shall serve as a liaison between the youth of the community and the City. The LYAC shall enable youth to work toward goals that empower all of the community’s youth and to undertake service projects that enhance the community.

## COMPOSITION

The LYAC shall annually have a composition of up to 15 voting high school aged members chosen through an application/selection process. A youth must be a resident of Lewiston at the time of application and a high school student or home schooled student (State of Maine approved curriculum) in grades 9-12 or, at the time of application, an 8th grade student who will be entering grade 9 in the following academic year. Should a member’s family move out of Lewiston during his/her tenure but the youth still attends a local school, the member may complete his or her LYAC term.

The LYAC shall be facilitated by ~~two~~ a Lewiston employees serving as “~~C~~-Advisors”, and the ~~C~~-Advisors shall be appointed by the City Administrator.

The LYAC shall also have one (1) ex-officio city councilor annually appointed by the Lewiston City Council. This individual will serve as a liaison between the City Council and the Lewiston Youth Advisory Council.

## MEETING SCHEDULE

During the K-12 academic school year ~~{unless consensus is to meet during summer months (Article VII, Section 2)}~~, a regular meeting of the LYAC shall take place a minimum of ~~one~~ twice a month on a ~~day of the week~~ weekday and at a time agreed upon by LYAC members and the ~~C~~-Advisors. -Special meetings shall be called if business at hand requires additional meetings.

## LYAC PROCEDURES & RESPONSIBILITIES

All information pertaining to the procedures and responsibilities of the Lewiston Youth Advisory Council are found in the by-laws that are incorporated herewith.

## PARTICIPATION AT CITY COUNCIL MEETINGS

### PURPOSE

Youth council participation at a City Council meeting refers to a The idea of a revolving seat on the Lewiston City Council for members of the Lewiston Youth Advisory Council (LYAC) is being proposed to provide LYAC members with them with an opportunity for further civic engagement in local municipal government. -Their participation will also provide elected officials and members of the public with youth perspectives on topics being discussed.

# LEWISTON YOUTH ADVISORY COUNCIL (LYAC)

## REPRESENTATION

The youth joining the City Council for a particular meeting will have the opportunity to do so due to membership on the youth council; however, the views and opinions youth share will be regarded as their own and are not to be interpreted as the position of the Lewiston Youth Advisory Council. Either the Mayor or City Council President will make that clarification at the beginning of each City Council meeting in which an LYAC member participates per this policy.

The idea of a youth revolving seat shall be reviewed every two years by incoming City Council members. It will be their total discretion as to whether the revolving seat continues or is reinstated if previously stopped.

## ROTATION PROCESS

Participation by an LYAC member is voluntary—not mandatory, as only those LYAC members who wish to participate shall do so.

A list of members who wish to participate will be maintained by ~~the LYAC Co-Advisors~~, and the order of the list will first consist of high school seniors (listed alphabetically), and then the remaining names will also be listed in alphabetical order. The reason for first utilizing the seniors is due to them being in their last year with the youth council through which this opportunity is being provided.

It is understood that youth might not be available for some meetings due to the unexpected scheduling of a City Council meeting or conflicts with school, family, and/or extracurricular activities.

As one person serves, the next person on the list will be invited to participate at the next City Council meeting. If that person is unable to serve at the current time, the next person on the list will be approached. Should a person be unable to serve his/her assigned rotation, the Advisor will only move down one person on the list to seek a replacement for that respective meeting.

The originally scheduled person for that meeting who was unable to serve will have his/her name placed at the end of the current rotation before the next full rotation of participants begins.

If the Chair is giving his/her monthly update to the City Council, he or she will serve as the rotation representative if it's already his/her assigned rotation OR if no one else is available for that meeting's rotation. If it is someone else's turn to be in the rotated seat, the Chair will leave the City Council seating area for use by the respective LYAC rotating representative.

~~There shall be an understanding that youth might not be available for some meetings due to the unexpected scheduling of a City Council meeting or conflicts with school and/or extracurricular activities.~~

The City Clerk will be informed as to made aware of which youth will be serving at the next a particular City Council meeting. ~~on the Wednesday prior to the scheduled meeting.~~

## LEWISTON YOUTH ADVISORY COUNCIL (LYAC)

Prior to an upcoming meeting, the young person who will be engaged in a particular City Council meeting ~~will electronically receive the City Council agenda material~~ will be instructed to review the respective City Council agenda, which is accessible online.

### PARTICIPATION

Youth will have the opportunity to share their thoughts and participate in City Council discussions in accordance with *Robert's Rules of Order*. Youth will not be voting members of the City Council, and youth will not participate in executive sessions due to the nature of confidentiality associated with such sessions. Those LYAC members who participate with the City Council shall be youth who are actively participating in LYAC and in good standing with the group. ~~For each meeting, youth will be asked to wear their LYAC shirt and will sit next to the Council's representative to LYAC.~~

To be prepared for City Council discussions, the youth scheduled for each meeting shall thoroughly review agenda materials prior to arrival. In addition, each youth is expected to arrive on time and to be respectful to elected officials, members of the public, and staff. LYAC youth who will participate at City Council meetings until 9 p.m. have the option of leaving the meeting before it concludes due to family, school-related, or extracurricular commitments. ~~At that time, they may be excused so as not to interfere with assigned homework for the following school day. The 9 p.m. time would not apply at summer City Council meetings when school is not in session.~~

# LEWISTON YOUTH ADVISORY COUNCIL BY-LAWS

## ARTICLE I - NAME

The official name of the City of Lewiston youth council shall be the “**Lewiston Youth Advisory Council**” (LYAC).

## ARTICLE II - PURPOSE

The LYAC shall serve as an advisory council to the Lewiston City Council in regards to community issues affecting youth and shall serve as a liaison between the youth of the community and the City. The LYAC shall enable youth to work toward goals that empower all of the community’s youth and to undertake service projects that enhance the community.

## ARTICLE III - ADVISORS AND ADMINISTRATIVE SUPPORT

### Section 1. ~~Co~~-Advisors

The LYAC shall be facilitated by ~~two~~ a Lewiston employees serving as an “~~Co~~-Advisors”, and the ~~Co~~-Advisors shall be appointed by the City Administrator.

### Section 2. Administrative Support

Administrative support shall be provided to the youth council by the ~~Co~~-Advisors for purposes of guidance relating to LYAC administrative issues.

### Section 3. Vacancy of ~~Co~~-Advisor

The City Administrator shall be responsible for filling a vacancy of ~~one or both of the~~ ~~Co~~-Advisors whenever such a vacancy occurs.

## ARTICLE IV - APPLICATION AND SELECTION

### Section 1. Qualification

To be considered for membership on the LYAC, an individual must be a Lewiston resident at the time of application and a high school student/home schooled student (grades 9-12) or, at the time of application, an 8th grade student who will be entering grade 9 in the following academic year. Should a selected member’s family move out of Lewiston during his/her tenure but the youth still attends a local school, the youth may complete his/her term.

### Section 2. Selection Criteria

Selection criteria shall not be based on popularity, grades, student activities, or such. Students shall be chosen to serve by the Selection Committee (Article IV, Section 6) based on their willingness to serve, ability to interact with others, and ability to be a youth leader.

# LEWISTON YOUTH ADVISORY COUNCIL BY-LAWS

## Section 3. Application Process

Each April, the application process for membership on the LYAC shall be made public. Applications shall be available to all Lewiston residents currently in a high school system or entering a high school system in the following academic year (grades 8-12) through promotional efforts by the sitting LYAC, ~~Co~~-Advisors, and the City Administrator's Office. These promotional efforts may include, but are not limited to, an assembly at Lewiston Middle School, posted flyers, media notification, social media outreach, and mailings. Application forms shall be released, completed by applicants, and returned to specified locations no later than the second Friday in May.

## Section 4. Application Content

The application shall include:

- a. Information regarding due date and return location
- b. Section requesting name, grade, school or home school affiliation, home address, phone number, e-mail address, and parental contact information
- c. Section requesting signatures of two (2) adult community members
- d. Section requesting signatures of fifteen (15) peers that may include friends, neighbors, and classmates
- e. Open response question **"Why do you want to serve on the Lewiston Youth Advisory Council?"** In addition to answering the question, a student may also include other information that may be helpful to the Selection Committee when making a decision about a youth's ability to serve.
- f. A *"Commitment to Serve"* statement for signature by the applicant which shall read, *"If selected to serve on the Lewiston Youth Advisory Council, I agree to work in a spirit of teamwork with my fellow peers, the LYAC ~~Co~~-Advisors, Council Liaison, other members of the LYAC, municipal officials, municipal staff, and community members with the understanding that I have been provided with a unique opportunity to represent my peers in a positive light and effectively contribute on behalf of all youth within our community."*

## Section 5. Interviews

Each applicant shall be contacted within two weeks of submittal of an application for the purpose of scheduling an interview. ~~In an effort to assess leadership qualities and communication skills, the Selection Committee (Article IV, Section 6) shall interview applicants in small groups. Interviews may be videotaped if all applicants within a group give consent. The taped interviews shall be a reference tool for the Selection Committee when deciding upon who will serve on the youth advisory council.~~

## Section 6. Composition & Duties of Selection Committee

## LEWISTON YOUTH ADVISORY COUNCIL BY-LAWS

A Selection Committee shall be assembled once a year to choose the new LYAC. This committee shall consist of the ~~Co-Advisors~~; Council Liaison, possible representation from the Mayor/Council; and any member of the municipal staff, member of the community, or member of the local school system that the ~~Co-Advisors and Council Liaison~~ may deem appropriate. The interview panel may also include one or more former LYAC members, such as one or more high school senior whose service with LYAC has just ended. —This committee shall be responsible for reviewing all applications, conducting interviews, and appointing up to fifteen (15) capable youth ~~that~~ who best stand out among applicants, thereby best fitting the selection criteria as noted in— Article IV, Section 2. The LYAC Selection Committee shall be responsible for submitting a finalized list of LYAC members to the City Administrator by no later than the last Friday in June. Follow-up contact will thereafter occur informing applicants of the group selected.

### Section 7. Appointment of LYAC Members

Selected youth will be appointed at a City Council meeting in July.—

~~—Orientation/training shall occur during the month of August.~~summer months (July or August).— Those returning members of the Council do not have to attend the morning sessions of the day-long orientation (to include governmental overview and economic development Powerpoint); however, they are expected to attend the orientation luncheon and afternoon interactive session with new members. The first LYAC meeting of the new LYAC year shall be held in September unless consensus of the standing LYAC is to hold regular meetings during the summer months, following orientation/training.

## ARTICLE V - ORGANIZATION OF LYAC

### Section 1. Composition of LYAC

Composition of the Lewiston Youth Advisory Council shall be as follows:

- a. Up to fifteen (15) high school aged voting members appointed by the LYAC Selection Committee
- b. One (1) ex-officio city councilor annually appointed by the Lewiston City Council. This individual will serve as a liaison between the City Council and the Lewiston Youth Advisory Council.

### Section 2. LYAC Membership

The Lewiston Youth Advisory Council's membership shall be Lewiston residents who are or will be high school aged students at the beginning of the following school year, enrolled in school or home schooled utilizing a State of Maine approved curriculum. Should a selected member's family move out of Lewiston during his or her tenure but the youth still attends a local school, the youth may complete his/her term.

# LEWISTON YOUTH ADVISORY COUNCIL BY-LAWS

## Section 3. Subcommittees

- a. At any time, the LYAC reserves the right to create an LYAC subcommittee in order to address a particular issue or issues pertaining to ~~local youth~~ a project the group is focused on.
- b. The officers (Article VI, Section 2) of the LYAC, in consultation with the ~~Co-Advisors,~~ shall appoint members to subcommittees. Subcommittee membership may not exceed seven (7) members and shall hold public meetings. The LYAC Chair shall appoint a subcommittee chair from among the voting membership of the LYAC, with acceptance by a simple majority vote of the LYAC.
- c. Membership of subcommittees shall not be limited to voting LYAC members and may consist of any individual who has an interest in a particular youth advisory council issue. All subcommittee members may vote on issues at subcommittee meetings, regardless of LYAC membership. These votes, however, shall not be binding upon the LYAC. The LYAC membership shall have the final word on recommendations from subcommittees.
- d. Subcommittee chairs are solely responsible to report findings to the LYAC or any other group that may request information of a subcommittee. Subcommittee chairs shall also be responsible for ensuring that subcommittees address forwarded issues in a timely manner.
- e. Subcommittee chairs shall set meeting times based upon a consensus of subcommittee member preferences.

## Section 4. Standing Subcommittees

Any permanent or semi-permanent subcommittee created by act of any LYAC must be observed by succeeding LYAC groups. ~~Record must be maintained of all past and current subcommittees for historical reference.~~ As subcommittee chair vacancies occur, the elected Chair of the LYAC is responsible for filling those vacancies. These Chair nominations must be accepted by a simple majority vote of the LYAC.

## Section 5. Discontinuation of Subcommittees

A subcommittee created by act of the LYAC may be discontinued at any time by a simple majority vote of LYAC membership. ~~The discontinuation of a subcommittee shall be recorded in the LYAC record by a strike through the committee and the date the subcommittee was discontinued.~~

## Section 6. LYAC Term of Service

- a. LYAC members shall be appointed for service in July of each year with a one-year appointment expiring the day the succeeding youth advisory council is installed.

## LEWISTON YOUTH ADVISORY COUNCIL BY-LAWS

- b. LYAC members may apply for an unlimited number of terms as long as they submit an application for a new term and are meeting~~meet~~ membership criteria (Article V, Section 2). Should a selected member's family move out of Lewiston during his or her tenure but the youth still attends a local school, the youth may complete his/her term.

### Section 7. LYAC Attendance

- a. Members of the LYAC shall adhere to a strict attendance policy.
- b. Three (3) unexcused absences from Lewiston Youth Advisory Council meetings shall be considered as a resignation. An unexcused absence is one in which the member does not inform an officer or ~~one of the Co-Advisors~~ of his or her need to be absent from a meeting. In addition, five (5) excused absences—unless one of those excused absences was due to a family or medical emergency—shall be considered as a resignation. Once a resignation occurs, the seat is automatically vacated, and proper steps (Article V, Section 8) shall be taken to fill a vacancy.
- c. The LYAC Secretary shall maintain an attendance roster to keep track of members' attendance, in particular when unexcused and excused absences are occurring.

### Section 8. LYAC Non-Officer Vacancy

Non-officer vacancies that occur within a LYAC term shall be filled by consideration of a recommendation presented by the sitting LYAC ~~or Co-Advisors~~ and confirmation vote of the sitting LYAC.

Confirmation shall be a simple majority vote of the LYAC as the first order of business at the next regularly scheduled LYAC meeting, with the new member's(s') tenure taking effect immediately.

## ARTICLE VI - OFFICERS & DUTIES

### Section 1. Officers of the Youth Advisory Council

The officers of the Youth Advisory Council shall consist of a Chair, Vice-Chair, Secretary, and Treasurer. –These positions shall be elected by a simple majority vote of the LYAC.

### Section 2. Descriptions of Offices

- a. **Chair:**  
The LYAC Chair shall set agendas and preside over all meetings of – the LYAC. ~~The Chair shall work with the Secretary to assemble any youth council distributions and to ensure they are delivered in a manner conducive~~

## LEWISTON YOUTH ADVISORY COUNCIL BY-LAWS

~~to municipal courier distribution schedules.~~—The Chair shall delegate responsibilities to LYAC membership.— The Chair shall report to the City Council at least once per month in regards to LYAC activities. The Chair may also convene special meetings of the LYAC to address immediate concerns. ~~The Chair shall interact with the Mayor, City Council, City Administrator, and Co-Advisors as needed to set goals for the LYAC. In addition, the individuals named above may call upon the Chair to represent the LYAC at municipal functions.~~—The Chair is also responsible for signing any official correspondence of the LYAC.

**b. Vice-Chair:**

The Vice-Chair shall assist the Chair in his or her duties and advise the Chair of any agenda and subcommittee concerns. —In the absence of the Chair, the Vice-Chair shall assume his or her responsibilities, **OR**, when called upon by the ~~Chair, Advisor, or Chair, Mayor, City Council, City Administrator, Co-Advisors,~~ the Vice-Chair shall assume the duties of the Chair. Upon the resignation or dismissal of a Chair, the Vice-Chair immediately assumes the office of Chair.

**c. Secretary:**

The Secretary of the LYAC shall be responsible for processing minutes and electronically distributing them to the membership, and maintaining documentation related to the LYAC. The Secretary shall work with the Chair in assembling LYAC materials for any necessary distributions in a timely manner.— The LYAC Secretary shall maintain an attendance roster to keep track of members' attendance, in particular when unexcused and excused absences are occurring.

The Secretary shall be responsible for maintaining any needed LYAC communication links, including phone information, and e-mail information, ~~and correspondence distribution information.~~ The Secretary may utilize the guidance of ~~the Co-the~~ the Advisors for administrative support but shall be responsible for fulfilling his or her own requirements, ~~although he or she may enlist the assistance of other officers if necessary.~~— Minutes from the last LYAC meeting shall be reviewed at the start of the next LYAC meeting.

When the Secretary is aware that he/she will be absent at a meeting, it is his/her responsibility beforehand to ask another member to take the minutes and electronically distribute them in his/her stead, as well as ask that person to keep track of excused absences and unexcused absences. Should the Secretary's non-attendance be a very unexpected, last-minute incident, the Vice-Chair will cover his/her duties for that meeting. Such coverage is anticipated to not be a regular occurrence.

**d. Treasurer:**

The Treasurer of the LYAC, in consultation with the ~~Co-~~Advisors, shall maintain proper budgetary processes, and facilitate any needed fund-raising activities, and submit budget requests to the Mayor & Council and City Administrator when necessary. The Treasurer shall also serve as an aide to

# LEWISTON YOUTH ADVISORY COUNCIL BY-LAWS

~~the other LYAC officers.~~

## **Section 3. ~~Officer Vacaney~~ Vacancy of Vice-Chair, Secretary, Treasurer**

~~Upon the resignation or vacancy of the Chair, the Vice Chair shall immediately assume his or her duties. Upon the resignation or vacancy of any other officer~~ the Vice-Chair, Secretary, or Treasurer, the sitting Chair shall immediately declare a seven (7) day nomination period. Nominations for officer replacement shall be forwarded to the Chair during this time. A list of confirmed nominees shall be forwarded to the LYAC membership within twenty-four (24) hours of the end of nomination. Election of a replacement shall be the first order of business at the next regularly scheduled LYAC meeting thereafter, with the nominee receiving the most votes, by secret ballot, being the newly elected officer. In the case of a tie in nominations, the selected name will be drawn at random, as the Chair already has the right to vote and is therefore unable to break such tie votes, a re-vote will be taken. Following the voting process, the newly elected officer's tenure shall take effect immediately.

Should there be a second tie vote for one of those positions, each of the tie individuals will assume the respective role for one (1) LYAC meeting. After LYAC members have seen each candidate for that position "in action," a re-vote will be taken.

## **Section 4. New Session Procedure**

~~One or both of the Co-Advisor~~ The Advisors shall conduct the first meeting of every new LYAC ~~session~~ year with the nomination process for officers (Article VI, Section 5) as the first order of business. The next scheduled meeting shall ~~focus on~~ have the Advisory Panel conducting officer elections as the first order of business, with new officers taking their seats immediately. ~~Annually, the Co-Advisors shall be responsible for the agendas of the first two meetings of the LYAC. The LYAC officers thereafter shall run every meeting.~~

## **Section 5. New Officer Nomination Procedures**

At the first official LYAC meeting of the year, ~~one or both of the Co-~~ the Advisors shall be responsible for explaining the descriptions of offices as outlined in Article VI, Section 4, as well as facilitating the nomination process. ~~One or both of the~~ The Co-Advisors shall ask for nominations at the first meeting. ~~After these nominations are made, one or both of the Co-Advisors shall inform the youth advisory council that nominations can be made to one of the Co-Advisors within seven (7) days in writing or by phone call. Once the nomination period of seven days ends, one of the Co-Advisors will be responsible for contacting nominees to verify willingness to vie for an officer seat. As soon as confirmation is made, one of the Co-Advisors will distribute the list of nominees to LYAC membership. The voting shall take place as the first order of business at the second LYAC meeting, with secret balloting administered by one or both of the Co-Advisors and/or the Council Liaison. For officer voting only, email votes will be accepted if a member is unable to attend the voting meeting—as long as the email vote is received prior to the actual meeting vote AND the member was present~~

# LEWISTON YOUTH ADVISORY COUNCIL BY-LAWS

when the person running for office gave his/her “why you should vote for me” address to the group. In the event of a tie for a newly elected annual officer(s), the tie names will be put in a “hat,” and that particular officer shall be selected through a random-drawing facilitated by one or both of the Co-Advisors. a re-vote shall be taken and facilitated by the Advisor and/or the Council Liaison. Elected officers shall be seated immediately.

## ARTICLE VII - MEETINGS & RESPONSIBILITIES

### Section 1. Meeting Schedule

During the K-12 academic school year ~~[unless consensus is to meet during summer months (Article VII, Section 2)],~~ a regular meeting of the LYAC shall take place a minimum of ~~twice~~ per a month on a ~~day of the week~~ weekday and at a time agreed upon by LYAC members and the Co-Advisors, which shall remain as a consistent monthly schedule unless otherwise voted by LYAC. Special meetings shall be called if business at hand requires additional meetings. ~~At least one of the~~ The Co-Advisors, and/or the Council Liaison ~~shall be present at each LYAC meeting.~~

### Section 2. ~~Summer Meetings~~ Orientation

The LYAC shall hold a day-long two orientation/training meetings in August, the summer (either in July or August). The purposes of these orientation meetings shall be procedural education and team building. ~~team building and procedural education.~~ Returning LYAC members do not need to attend the morning procedural education sessions; however, they are expected to join the new members for lunch and the afternoon interactive teambuilding session. ~~These meetings shall not be considered regular meetings, and, therefore, officer nomination shall not take place. Regular meetings shall be permissible in the summer months following the two summer orientation/training meetings if agreed to by a consensus of LYAC members, and regular business may then take place at such meetings. If no regular meetings are scheduled within the summer months, the regular LYAC meeting schedule will commence in September of each K-12 school year.~~

### Section 3. Special Meetings

A special LYAC meeting may be called at the request of the Mayor, City Council, City Administrator, ~~one or both of the Co-Advisors,~~ or LYAC Chair. A quorum must be met to proceed with the meeting.

### Section 4. Governing Procedure

All meetings of the LYAC shall be open to the public at all times. ~~Robert’s Rules of Order shall govern all meetings, with one of the Co-Advisors serving as parliamentary reference.~~

### Section 5. LYAC Quorum

## LEWISTON YOUTH ADVISORY COUNCIL BY-LAWS

To hold a meeting, a quorum, one more than one half of the active membership, shall be present. If a quorum is not achieved, no formal business may take place.

### Section 6. Voting

Members of the LYAC shall vote on all motions or actions before the LYAC. Members shall abstain from a vote when a conflict of interest arises. Conflict of interest shall be defined as referred to in the newest available *Robert's Rules of Order*, and any subsequent editions, and Maine State Statutes.

### Section 7. Information Process

- a. The Secretary shall keep a public record, minutes, of each meeting and distribute them electronically to members in a timely manner.
- b. When the Secretary is aware that he/he will be absent at a meeting, it is his/her responsibility beforehand to ask another member to take the minutes and electronically distribute them in his/her stead, as well as ask that person to keep track of excused absences and unexcused absences. Should the Secretary's non-attendance be a very unexpected, last-minute incident, the Vice-Chair will cover his/her duties for that meeting. Such coverage is anticipated to not be a regular occurrence.
- ~~b. Successive secretaries shall maintain a public file of LYAC activity. This file shall contain the Lewiston Youth Advisory Council policy, by laws, and any amendments; an updated subcommittee listing; and a collection of all acts/resolutions passed by the LYAC. During the summer months, one of the Co-Advisors shall possess the file for safekeeping.~~

### Section 8. Commitment to Serve

Members of the LYAC shall remain committed to the LYAC "*Commitment to Serve*" statement that he/she signed at the time of application, which states, "*If selected to serve on the Lewiston Youth Advisory Council, I agree to work in a spirit of teamwork with my fellow peers, the LYAC Co-Advisors, Council Liaison, other members of the LYAC, municipal officials, municipal staff, and community members with the understanding that I have been provided with a unique opportunity to represent my peers in a positive light and effectively contribute on behalf of all youth within our community.*"

### Section 9. Behavior

- a. As representatives of Lewiston youth, members of the LYAC shall strive to follow the "*Commitment to Serve*" (Article VII, Section 9) agreed to on the LYAC application. Thus, their behavior should reflect the integrity and accountability that the position merits. Acting in an inappropriate manner, whether it be at an LYAC meeting or during non-meeting time, may be just

## LEWISTON YOUTH ADVISORY COUNCIL BY-LAWS

cause for dismissal.

- b. Upon the occurrence of an LYAC member acting in an inappropriate manner, the ~~Co-Advisors~~ and Council Liaison shall jointly submit to the City Administrator a recommendation to address the behavior. The City Administrator shall reserve the final authority as to discipline of an LYAC member ranging from verbal warning to dismissal. Following the dismissal of a member, it is the responsibility of the ~~Co-Advisors~~ LYAC Chair may choose to leave the seat open or to present a new nominee to the LYAC Chair membership in a timely manner. ~~The LYAC reserves the right to accept or reject the recommendation of the Co-Advisors and request a new nomination.~~

### ARTICLE VIII - ADOPTION AND AMENDMENT

#### Section 1. Adoption

Upon a simple majority vote of the Lewiston City Council, these by-laws shall ~~be~~ the by-laws by which the LYAC abides. Any revisions to the by-laws by a two-thirds passage of the sitting LYAC, or by a subsequent LYAC, shall become effective only after a simple majority vote of the Lewiston City Council. Dates of all amendments shall be so noted at the end of these by-laws.

#### Section 2. Amendment

These by-laws may be amended with a two-thirds vote of the LYAC and a simple majority confirmation vote of the Lewiston City Council. A proposed change to the by-laws must be introduced in writing at an LYAC meeting or via email prior to the at least ten (10) days before a vote being taken on ~~or~~ such an amendment(s) ~~shall be taken.~~

#### Section 3. Informal Acts

The LYAC may create subcommittees; pass "*advisory opinion*" resolutions; make recommendations to the Lewiston City Council; ~~select activities;~~ or undertake appropriate expenditures of LYAC funds, ~~budgeted monies~~, the latter in consultation with the ~~Co-Advisors~~. The youth advisory council shall, however, not proceed in any way that undermines or serves to inappropriately alter these by-laws or the laws and policies of the City of Lewiston or the State of Maine.

#### Section 4. Adopt-A-Spot Beautification

Should a sitting LYAC vote to undertake a beautification Adopt-A-Spot or some kind of greenery nursery towards City beautification, each LYAC membership thereafter will continue maintenance of such an area. ~~areas.~~

# LEWISTON CITY COUNCIL

## MEETING OF FEBRUARY 2, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 9**

**SUBJECT:**

Order authorizing the City Administrator to execute a Purchase Option Extension with Bates Mill LLC regarding Bates Mill #5.

**INFORMATION:**

The City owns the Bates Mill #5 mill building which has been vacant for many years. Grow L + A is a local non-profit citizens group with goals for promoting sustainable and socially responsible development and they have been working to redevelop Mill 5 rather than have it demolished. They have been working with Bates Mill LLC regarding engineering and architecture work as well as other related structural design work regarding the building. There have been some discussions with potential building tenants and more time is needed to continue the dialogs and securing financing for redevelopment. The Resolve is seeking Council permission for city staff to continue negotiating with Bates Mill LLC regarding the transfer of title to Bates Mill #5.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Order authorizing the City Administrator to execute a Purchase Option Extension with Bates Mill LLC regarding Bates Mill #5.



City of Lewiston Maine  
City Council Resolve  
February 2, 2016



**Order, Authorizing the City Administrator to Execute a Purchase Option Extension with Bates Mill LLC regarding Bates Mill #5**

**WHEREAS,** the City of Lewiston owns Bates Mill #5; and

**WHEREAS,** the building has long been vacant and past efforts to find a suitable tenant or qualified developer to redevelop the building have not been successful; and

**WHEREAS,** The City of Lewiston entered into a 12 month Option Agreement with Bates Mill, LLC on February 18, 2015 in which the City agreed to transfer ownership of Bates Mill #5; and

**WHEREAS,** since that time, Thomas Platz (dba Bates Mill LLC) and his team have been engaged in engineering and architectural design, historic preservation tax credit eligibility, legal, financial feasibility, and other due diligence related to redevelopment of the building for use by a variety of commercial tenants; and

**WHEREAS,** discussions with and design work for prospective tenants have continued, resulting in an increase in both the level and size of tenant interest and commitment to the project; and

**WHEREAS,** these efforts have resulted in the issuance of a Letter of Intent from the YMCA to lease approximately 75,000 square feet and a Letter of Intent from Central Maine Health Care to lease approximately 60,000 square feet in Mill 5; and

**WHEREAS,** both of the Letters of Intent note corporate approvals to go forward with the project are expected to occur early in the second quarter of 2016; and

**WHEREAS,** Bates Mill, LLC's efforts have generated a significant amount of other tenant interest for space in Mill #5 by a bakery, an office user, and others who are not yet public in their intent; and

**WHEREAS,** while much progress has been made in the way of design and tenant interest, more time is needed to develop construction drawings, complete civil design work, receive state and local development review approvals, negotiate and execute lease agreements, structure, and secure financing commitments for an estimated \$70 million private sector investment in the project which will include identifying and meeting the requirements so the project can receive state and federal historic tax credits; and

**WHEREAS,** Bates Mill, LLC has requested that the Option Agreement to acquire Bates Mill #5 be extended for an additional 12 months;

**NOW, THEREFORE,** Be It Ordered by the City Council of the City of Lewiston that the City Administrator is authorized to execute the attached Extension of the Option Agreement with Bates Mill LLC to purchase Bates Mill #5; and, furthermore, staff is directed to continue negotiating a Joint Development Agreement, Tax Increment Financing Agreement, and Bates Mill Parking Agreement Amendment with Bates Mill LLC, which will be considered for action at a future City Council meeting.

# Economic and Community Development

Lincoln Jeffers

Director



**To:** Honorable Mayor and Members of the City Council  
**From:** Lincoln Jeffers  
**RE: Extension of Bates Mill #5 Option**  
**Date:** January 27, 2016

The city entered into a 12 month Option Agreement with Bates Mill, LLC on February 18, 2015 to convey Bates Mill #5 to Bates Mill LLC for \$1. The Option expires on February 18<sup>th</sup> 2016. Bates Mill, LLC has requested a 12 month extension of the Option. City staff recommends that the expansion be approved.

Tom Platz is the principal behind Bates Mill, LLC. For the last 20 years Mr. Platz has been the city's partner in the redevelopment of the rest of the Bates Mill complex. Approximately 400,000 s.f. have been redeveloped into Class A office, restaurants, museum, manufacturing, living, and meeting hall space. Tenants include TD Bank, Androscoggin Bank, Symquest, Bates Mill Dermatology, Baxter Brewing, Community Health Options, Cross Insurance, Fishbones, DaVinci's and Museum LA. The Lofts at Bates Mill offers 48 units of mixed income housing.

Approximately 1,000 people work in the complex. In 2015, the total Real and Personal Property Assessed Valuation in the complex was \$40,181,343 which generated \$942,000 in taxes. As is more fully elaborated upon in my January 21<sup>st</sup> memo (attached), this comes from a property the city tax acquired in 1992. Fewer than 100 people, the last employees of Bates Manufacturing, worked in the complex then.

Redevelopment of Bates Mill is widely regarded as one of the most successful mill redevelopments in Maine. However, it took time, commitment, and private and public investment.

Bates Mill #5 is approximately 350,000 square feet in size. Redevelopment of a historic building that size with an industrial past has many moving parts. It is complicated. It will take time; but over the last 12 months significant progress has been made. There has been considerable tenant interest and many building tours. Multiple iterations of design concepts to meet tenants needs have been developed. Cost estimates have been developed, which are projected to be \$70 million. Work has begun to secure historic tax credits. Lease negotiations have begun, and initial inquires with banks for financing have begun. The YMCA and Central Maine Health Care have each issued Letters of Intent for space in the building. Negotiations between the City and developer to structure a

public/private partnership that will use new tax revenues generated by the project to pay debt service on parking and other public infrastructure needed to support the project are underway.

Mr. Platz has a proven track record of success. He has the vision, experience, commitment and capacity to redevelop Bates Mill #5. His work and that of his team over the last several years has resulted in traction in the marketplace. There are tenants with the need, desire and resources to occupy Mill #5 who are well down the path to full commitment.

There is more work to be done to bring this project to fruition. Extending the Option for 12 months will allow that work to continue. Council decisions on the level and structure of city investment in this project are independent of the option extension and will come forward as the needs of the project become better defined. City staff recommends approval of the Option Extension.

## EXTENSION OF OPTION AGREEMENT

**THIS EXTENSION OF OPTION AGREEMENT** is made as of this \_\_\_ day of February, 2016, by and between the **CITY OF LEWISTON**, a Maine municipal corporation with its mailing address of 27 Pine Street, Lewiston, ME 04240, hereinafter referred to as the "Seller", and **BATES MILL, LLC**, a Maine limited liability company with its mailing address of 2 Great Fall Plaza, Auburn, ME 04210, hereinafter referred to as "Buyer."

### RECITALS

- A. Seller is the owner of the land and buildings and improvements thereon known as Bates Mill # 5 and which is described in **Exhibit A** (hereinafter referred to as the "Real Estate").
- B. Seller and Buyer are parties to an Option Agreement dated February 18, 2015, pursuant to which the Seller granted the Buyer an exclusive option to Purchase the Real Estate for an Initial Term ending February 18, 2016 (the "Option").
- C. The Buyer has provided Seller evidence of the possible development of the Real Estate, and is continuing to prepare plans to develop the Real Estate.
- D. The Buyer and the Seller wish to extend the Initial Term of the Option to allow the Buyer additional time to prepare plans for redeveloping the Real Estate.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, and undertakings hereinafter expressed, the parties agree as follows:

**Section 1: Extension of Option.** The Option is hereby extended for a Renewal Term beginning at five o'clock (5:00) p.m., prevailing time, February 18, 2016, and continuing through five o'clock (5:00) p.m., prevailing time, February 18, 2017 (the "First Renewal Term"). The Option may be further extended beyond the First Renewal Term, at the sole discretion of the Seller, based upon Buyer's providing Seller evidence of possible development of the Real Estate, including but not limited to architectural plans, cost estimates, financing and tenant commitments.

**Section 2: All other Terms of Option to Remain.** All other terms and conditions of the Option are hereby restated and reaffirmed by reference as if they were stated herein, except that the deadline for executing a Joint Development Agreement stated in Section 10.1 of the Option is extended from July 31, 2015, to the end of this First Renewal Term.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals on the day and year first above written.

BATES MILL, LLC

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Thomas H. Platz  
Its: Manager

CITY OF LEWISTON, MAINE

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Edward Barrett  
Its: City Administrator

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## EXHIBIT A

### MILL 5 (WEAVE SHED) & MILL STREET

**(Parcel I-E, Weave Shed - 15 Canal Street and Main Street):** Beginning at a stone bound set in the ground in the division line between land of the Union Water Power Company and the line of said Franklin Company marking the southeasterly corner or angle in the lot conveyed by the Franklin Company to Joseph LeBlanc by deed numbered 985, dated November 13, 1892, and recorded in said Registry of Deeds, Book 75, Page 617, said point of beginning being one hundred (100) feet southerly from the southerly line of Main Street as now located, measured at a right angle from said Main Street and ten (10) feet westerly from the westerly line of the Main Canal of the Union Water Power Company; thence southwesterly in a straight line parallel to and one hundred feet (100) feet southerly from the southerly line of Main Street, three hundred ninety-nine and one-tenth (399.1) feet to a stone bound in the easterly line of land deeded to the Maine Central Railroad Company by the Franklin Company by deed dated August 26, 1881, and recorded in said Registry of Deeds, Book 104, Page 576; thence southerly by the easterly line of said Maine Central Railroad Company's land four hundred forty and four tenths (440.04) feet to a stone bound in said line at the corner of land now owned by the Union Water Power Company; thence easterly by the northerly line of said Union Water Power Company's land three hundred twenty-eight and forty-five hundredths (328.45) feet to a stone bound ten (10) feet westerly from said Main Canal of Union Water Power Company, marking the most southeasterly corner of the lot herein described and conveyed; thence northerly by land of the Union Water Power Company on a line parallel to and ten (10) feet westerly from said Main Canal six hundred and forty-eight and forty hundredths (648.40) feet to the point of beginning.

**(Parcel I-F, 85 Main Street):** Beginning at a point in the southeasterly line of Main Street at the northeasterly corner of a lot of land conveyed by the Franklin Company to the Maine Central Railroad Company by deed dated August 26, 1881, and recorded in said Registry of Deeds, Book 104, Page 576; thence northeasterly by Main Street ten (10) feet; thence at a right angle with said street southeasterly eighty-eight (88) feet; thence at a right angle northeasterly thirty-eight (38) feet; thence at a right angle southeasterly twelve (12) feet to the northwesterly line of lot of land conveyed by the Franklin Company to the Bates Manufacturing Company by deed dated August 1, 1910, and recorded in said Registry of Deeds, Book 257, Page 219; thence southwesterly at a right angle and on the line of said Bates Manufacturing Company land about one hundred twenty (120) feet to land of the Maine Central Railroad Company above referred to; thence northerly by the easterly line of said Railroad Company's land about one hundred twenty-three (123) feet to the point of beginning on said Main Street.

**(Parcel I-G, 85 Main Street):** Commencing at an iron pin in the southeasterly line of Main Street; at the westerly corner of land conveyed by the Franklin Company to Barbara McInnis by deed of said Franklin Company, bearing No. 964; said point of commencement is about three hundred forty-nine and one-tenth (349.1) feet southwesterly from a stone bound located at the intersection of the westerly line of the Union Water Power Company's land (on the westerly side of the Main Canal) and the southeasterly line of said Main Street; thence running southeasterly, at a right angle and by the southwesterly line of said McInnis land, eighty-eight (88) feet to said McInnis southerly corner; thence southwesterly at a right angle about thirty-eight (38) feet to a

point; thence at right angles northerly about eighty-eight (88) feet to Main Street; thence northeasterly along the southeasterly line of Main Street about thirty-eight (38) feet to the point of beginning.

**(Parcel MCCR-1, 85 Main Street):** Beginning at a point on the southerly sideline of Main Street, said point being the northeasterly corner of the first parcel of land conveyed by Maine Central Railroad Company to Lewis Annacone and Nelmo Frateschi by deed dated February 5, 1946, recorded in said Registry of Deeds, Book 575, Page 16; thence easterly in said southerly sideline of Main Street a distance of fifty (50) feet, more or less, to the northwesterly corner of Parcel I-F herein; thence southerly in the westerly sideline of said land of Parcel I-F and Parcel I-E herein a distance of five hundred ninety-five and one-half (595.5) feet to land now or formerly of the Union Water Power Company, presently occupied by Cross Canal Number One, so-called; thence westerly by said land of said Union Water Power Company a distance of sixty-seven and thirty-six hundredths (67.36) feet to a point marking the southeasterly corner of Parcel No. 3 conveyed by Maine Central Railroad Company to Carman-Thompson Company by deed dated September 23, 1983, recorded in said Registry of Deeds, Book 1696, Page 132; thence northerly in the easterly sideline of said Parcel No. 3, a distance of forty (40) feet to a point marking the northeasterly corner of said Parcel No. 3, said point being the southeasterly corner of Parcel No. 1 of said deed by Maine Central Railroad to Carman-Thompson Company; thence northerly in the easterly sideline of said Parcel No. 1 a distance of three hundred ninety-five (395) feet, more or less, to an iron pipe marking the northeasterly corner of said Parcel No. 1, said iron pipe also lying in the southerly sideline of said Annacone land; thence easterly in said southerly sideline of said Annacone land a distance of twelve (12) feet, more or less, to a point marking the southeasterly corner of said Annacone land; thence northerly in the easterly sideline of said Annacone land a distance of one hundred fifty-nine and eighteen hundredths (159.18) feet, more or less, to the point of beginning meaning and intending to convey 36,990 square feet, more or less.

Being a portion of the same premises described in a Judgment to Confirm and Establish Title on behalf of the City of Lewiston against Bates Fabrics, Inc., et al., dated June 6, 1994, and recorded in said Registry of Deeds in Book 3315, Page 160.

## OPTION AGREEMENT

**THIS AGREEMENT** made as of this 18th day of February, 2015 **BETWEEN** the **CITY OF LEWISTON** with a mailing address of 27 Pine Street, Lewiston, ME 04240, City of Lewiston, hereinafter referred to as Seller, **AND BATES MILL, LLC**, with a mailing address of 2 Great Fall Plaza, Auburn, ME 04210, hereinafter referred to as Buyer.

### RECITALS

A. Seller is the owner of the land and buildings and improvements thereon known as Bates Mill # 5 and which is described in Exhibit A (hereinafter referred to as the "real estate").

B. Seller is desirous of granting to Buyer an option to purchase the real estate.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, and undertakings hereinafter expressed, the parties agree as follows:

**Section 1: Option.** Seller hereby grants to Buyer the exclusive option of purchasing the real estate under the terms and conditions set forth herein.

**Section 2: Term.** This Option will remain in effect until five o'clock (5:00) p.m., prevailing time, February 18, 2016 ("Initial Term"). The Option may be extended for six months ("Renewal Term"), at the sole discretion of the Seller, based upon Buyer's providing Seller evidence of possible development of the real estate, including but not limited to architectural plans, cost estimates, financing and tenant commitments.

**Section 3: Option Price.** The option price is One (\$1.00) Dollar, receipt of which is hereby acknowledged. All monies paid on account of the option price are not refundable except in the case of a failure of title as set forth below.

**Section 4: Exercise.** This option shall be exercised for the real estate by giving written notice thereof, at any time during the Initial Term or Renewal Term, to Seller at the following address:

Edward Barrett  
City Administrator  
City of Lewiston  
27 Pine Street  
Lewiston, Maine 04240

Such notice may be sent first class mail, postage prepaid, or delivered by hand.

**Section 5: Purchase Price.** The purchase price for the acquisition of the real estate shall be One (\$1.00) Dollar.

**Section 6: Closing.** The Closing, whether on a Lot or on all or the remainder of the real estate, shall take place at Buyer's election but not later than five o'clock (5:00) p.m., prevailing time, at 10:00 am on the 30th day following the day upon which the notice of exercise of the option is received, at the offices of Brann & Isaacson, 184 Main Street, Lewiston, Maine. If the 30<sup>th</sup> day is not a business day, then the closing shall take place on the next business day thereafter.

**Section 7: Conveyance and Payment.**

**7.1. Warranties and Title.** Conveyance shall be made by quitclaim deed with covenants conveying good marketable title to said real estate, as defined by the standards adopted by the Maine Bar Association, free and clear of encumbrances, except for conventional utility easements and such restrictions as would not make the title unmarketable. The title shall also be insurable by any reputable title insurance company licensed to do business in the State of Maine. Seller will execute such affidavits as may appropriately be required by the applicable title insurance company to cause the deletion of the standard mechanics lien exception from the to-be-issued title insurance policy.

**7.2.** The Maine real estate transfer tax shall be paid by Seller and Buyer in accordance with 36 M.R.S.A. § 4641-A.

**Section 8: Taxes.**

**8.1.** Real estate taxes due the City of Lewiston, Maine, during the term of this Option on all of the real estate shall not be paid by Buyer.

**8.2.** Real estate taxes and costs of utilities shall be prorated as of the closing date.

**Section 9: Succession.** This Agreement and the provisions herein shall be binding on the respective heirs, personal representatives, successors and assigns of Seller and Buyer.

**Section 10: Miscellaneous.**

**10.1. Joint Development Agreement:** During the Initial Term the parties shall use good faith efforts to negotiate a Joint Development Agreement, which would be effective in the event that Buyer exercises its option. Said Joint Development Agreement will be negotiated and executed by both the

Buyer and Seller by July 31, 2015. If a mutually agreeable Joint Development Agreement has not been executed by that time; Seller, at its sole discretion, may terminate this Option.

**10.2. Legal Fees.** All reasonable legal fees including, without limitation, the preparation of documents, review of documents and attendance at closing, incurred by Seller in connection with the sale of the real estate or any one or more of the Lots shall be paid by Buyer at Closing.

**10.3. Entry.** Buyer shall have the right to enter upon the real estate at reasonable times for the purpose of making studies for Buyer's development of the real estate. All of said studies shall be done in a good and workmanlike manner, done in accordance with all applicable laws, regulations, ordinances, governmental permits and approvals, and done at the sole expense of Buyer.

**10.4. Possession.** At the time of each Closing, Seller will deliver over exclusive possession of the real estate to Buyer.

**10.5. Brokers.** Neither party has retained a real estate broker in this transaction.

**10.6. Eminent Domain.** In the event that the real estate or any portion of it is taken by condemnation after exercise of the option on the real estate or on one of the Lots affected by said taking prior to the Closing, Seller will, at the Closing, deliver to Buyer all condemnation awards stemming from such loss or condemnation received by Seller pertaining to said real estate or Lot, as the case may be, and will assign to Buyer Seller's rights to receive all of same, whichever is pertinent, and, to that end, Seller will cooperate with Buyer in the preparation of all statements of loss, provisions of loss, and such other documents as may be required by the condemning authority.

**10.7. Time.** Time is of the essence in all matters relating to this Agreement.

**10.8. "As Is" Condition.** The real estate will be sold in "as is" physical condition, and Seller makes no representations to Buyer whatsoever as to the physical state of same. This limitation shall prevail through the Closing, and no further writing shall be necessary with respect thereto. Seller represents to Buyer, which representation shall remain in effect through the Closing, that Seller has not been advised by any governmental agency or authority that the real estate is in violation of any law, statute or regulation.

**10.9. Title Exceptions.** Buyer shall examine the title to the real estate and report in writing any valid objections (hereafter "exceptions") thereto based on the Standards adopted by the Maine State Bar Association within sixty (60) days of the date of this Option Agreement. If Buyer objects to any

exceptions to the title, Seller shall use all due diligence to remove such exceptions at Seller's own expense within thirty (30) days thereafter. But if, notwithstanding Seller's due diligence, exceptions cannot be removed within the said thirty (30) day time period, or such additional period as Buyer, in Buyer's sole discretion, may allow, Buyer may elect to terminate the exercise of the option on the real estate. Buyer shall notify Seller of such election, in which case the option price shall be returned to Buyer and the obligations of all parties under this Agreement shall thereupon terminate. Alternatively, Buyer may elect to purchase the real estate or any of the Lots as provided under the provisions of this Agreement subject to any such title exceptions which cannot be removed.

**10.10. Governing Law.** This Agreement and the transaction contemplated by it shall be governed by the laws of the State of Maine.

**10.11. Notices.** Any notices required by or useful under the terms of this Agreement shall be given, in the case of Seller, to:

Edward Barrett  
City Administrator  
City of Lewiston  
27 Pine Street  
Lewiston, Maine 04240

and, in the case of Buyer, to:

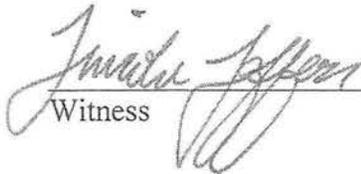
Bates Mill, LLC  
2 Great Falls Plaza  
Auburn, ME 04210

or such other persons and addresses as the appropriate party may hereafter designate. All such notices shall be sent first class mail, prepaid, or delivered in hand.

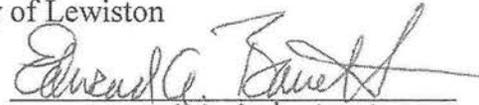
**10.12. Entire Agreement.** This Agreement contains the entire and only agreement between the parties and no oral statements or representations or prior written matter not contained in this Agreement shall have any force and effect.

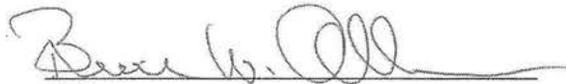
**Section 11: Short Form for Recording.** Buyer may wish to give notice of this Option through a recordation in the Androscoggin County Registry of Deeds. Seller and Buyer agree that the entire contents of this Option need not be made public through such recording. Accordingly, a reduced version of this Option may be executed simultaneously with the execution of this Option, and Seller agrees that only the reduced version shall be so recorded. The reduced version of this Option when recorded shall serve as notice to all of the contents of the complete version of this Option Agreement.

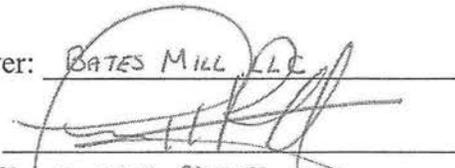
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

  
Witness

City of Lewiston

By:   
Title: City Administrator

  
Witness

Buyer: BATES MILL, LLC  
By:   
Title: MANAGING PARTNER



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

YMCA OF AUBURN-LEWISTON  
62 Turner Street  
Auburn, ME 04210  
P: 207-795-4095  
F: 207-795-4058  
www.alyymca.org

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## LETTER of INTENT

This non-binding letter of intent is to confirm our interest in leasing approximately 75,000 square feet of space in Bates Mill No. 5. It is intended that the rented space will be used for the new YMCA fitness and aquatic center, as well as childcare and other associated space. We anticipate corporate approval for this project early in the 2<sup>nd</sup> quarter of 2016. It is understood that the "project" will include the build out of adequate parking, road improvements, common areas, state of the art utilities and complete building restoration.

It is also our understanding that over the course of the next 12 months the Developer will: complete construction drawings, secure state and federal tax credits, secure adequate project financing, obtain necessary permits, and take possession of the building.

It is with the understandings outlined above that we express our interest in this project through this Letter of Intent.

Respectfully Submitted,

Steven W. Wallace  
Chief Executive Officer  
YMCA of Auburn-Lewiston

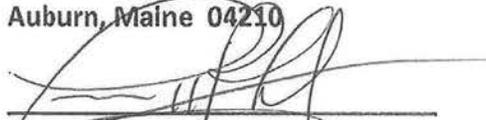
## LETTER of INTENT

This non-binding letter of intent is to confirm our mutual interest in developing and leasing approximately 60,000 square feet of space in Bates Mill No. 5. Bates Mill Limited Liability Company ("Developer") intends to develop the space and to lease it to Central Maine Healthcare ("CMHC"). It is intended that the rented space will be used for medical offices and other space associated with said medical practices. We anticipate CMHC corporate approval for this project early in the 2<sup>nd</sup> quarter of 2016. It is understood that the "project" will include the build out of adequate parking, road improvements, common areas, state of the art utilities and complete building restoration.

It is also our understanding that over the course of the next 12 months the Developer will: complete construction drawings, secure state and federal tax credits, secure adequate project financing, obtain necessary permits, and take possession of the building.

It is with the understandings outlined above that we express our interest in this project through this Letter of Intent.

Bates Mill Limited Liability Company  
Two Great Falls Plaza  
Auburn, Maine 04210

  
By: Thomas H. Platz, Manager

Date: 1/26/16

Central Maine Healthcare  
300 Main Street  
Lewiston, Maine 04240

  
By: Peter E. Chalke, President & CEO

Date: 1/26/16

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**LEWISTON CITY COUNCIL**  
**MEETING OF FEBRUARY 2, 2016**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 10**

**SUBJECT:**

Resolve Authorizing the Fire Chief to apply for a Staffing for Adequate Fire and Emergency Response (SAFER) Grant to increase Fire Department staffing.

**INFORMATION:**

The Fire Chief is seeking Council authorization to submit a grant application to the federal government for their grant program entitled Staffing for Adequate Fire and Emergency Response (SAFER). The Fire Chief is applying for this grant to provide funding for additional positions in the Department.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*ERBKMM*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Resolve Authorizing the Fire Chief to apply for a Staffing for Adequate Fire and Emergency Response (SAFER) Grant to increase Fire Department staffing.



## COUNCIL RESOLVE

Resolve, Authorizing the Fire Chief to Apply for a Staffing for Adequate Fire and Emergency Response (SAFER) Grant to Increase Fire Department Staffing.

Whereas, the Federal Government offers grants through the SAFER program that can support recruiting and hiring additional firefighters; and

Whereas, if a grant is awarded, it provides 100% funding for the additional positions for up to two years; and

Whereas, increasing staffing from three to four on the engine and ladder stationed at Central Fire would recognize the higher fire exposure in the areas served by Central and improve fire crew effectiveness in a number of areas, assisting the department in minimizing property damage, injuries, and loss of life;

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

The Fire Chief is hereby authorized to submit a grant application through the Staffing for Adequate Fire and Emergency Response (SAFER) Grant program to increase Fire Department Staffing by 8 positions, these positions to be used to increase staffing levels on the Engine and Ladder operating from Central Fire Station.

# Lewiston Fire Department



Paul M. LeClair  
Fire Chief

Bruce H. McKay  
Assistant Chief



January 20, 2016

Edward A. Barrett, Lewiston City Administrator

## **RE: 2016 SAFER GRANT: Staffing for Adequate Fire and Emergency Response**

Ed:

In advance of the application period in February of 2016 for the SAFER Grant, I am requesting the City Council consider approving a Fire Department Grant application to fund additional Firefighter positions that would be assigned to Central Fire Station. The purpose of the SAFER Grant is to provide funding directly to fire departments and other organizations to assist them in increasing the number of firefighters to help communities meet industry standards. Note that this is a competitive grant with no guarantee the application would be funded.

Background on the SAFER GRANT:

SAFER is a competitive grant program comprised of two categories:

1. Recruitment and Hiring of Firefighters
2. Retention of Volunteer Firefighters.

There are four subcategories for Hiring Firefighters:

1. Hiring new firefighters
2. Rehiring laid off firefighters
3. Retention of firefighters facing imminent layoff
4. Filling of positions vacated through attrition

SAFER Grant Program Priorities:

1. First Priority: Rehiring laid off firefighters
2. Second Priority: Retention of firefighters who face imminent layoff
3. Third Priority: Hiring New Firefighters

Program Period of Performance and other applicable criteria

- The SAFER Period of Performance for the Hiring of Firefighters category is two years
- SAFER Grant Application Period is expected to open late January or early February 2016 and ends in March of each year.
- SAFER Grant Award period: June 1, 2016 to September 30, 2016
- There are no matching funds requirements for hiring new firefighters.
- SAFER Funding will pay for total salary and benefit costs for each funded position.

- Awarded recipients have no obligation to retain the SAFER-Funded positions after the conclusion of the period of performance.
- Only full-time positions will be funded.
- 180 day recruitment period allowed from time of grant award.
- For the two-year period of performance in the Hiring category, Grant Award recipients are required to maintain the staffing level that existed at the time of award. A waiver process regarding staffing levels is in place; however, SAFER Grant funding would be at risk.
- At the end of the two-year period of performance, the City is eligible to reapply for continued grant funding.

**Proposal:**

In this SAFER Grant application, I would propose adding one additional firefighter to Engine #7 and Ladder #1, both of which are assigned to Central Fire Station. In order to maintain one additional firefighter on Engine #7 and Ladder #1, eight (8) SAFER Grant funded positions would be required, essentially four (4) firefighters per position. Additional staffing to the units at Central recognizes the greater fire exposure we face in the downtown and downtown residential areas.

Total cost to maintain the (8) eight SAFER Grant positions through the Fire Department Budget without grant funding: \$408,000: \$280,000 in Salary and \$128,000 in benefits. Startup costs (Medical Screening, Personal Protective Equipment & Uniforms) are not eligible for grant funding. The estimated cost is \$3,500 per new firefighter position. Eight positions would total \$28,000.

**Basis for the Grant proposal:**

Improved firefighter crew effectiveness in the following categories will be achieved with the addition of one additional firefighter to one Engine and one Ladder Company:

- Time to Water on Fire
- Placement of Ground Ladders and Performing Ventilation
- Conducting Primary Search for building occupants
- Establishing a “Hose Stretch” / Fire Hose to the Fire
- Occupant Rescue

**Background on Crew Size effectiveness from the NIST (National Institute of Standards and Technology) Report on Residential Fire Ground Field experiments 4/2010. This report established the following:**

- The four-person crew completed the same number of fire ground tasks (on average) 5.1 minutes faster (nearly 25% faster) than the three-person crew.
- An Additional 6% (13 seconds with a 2<sup>nd</sup> Engine less than 1 minute away) difference in the “water on fire time” between the three and four-person crews.
- The four-person crew operating on a low-hazard structure fire can complete laddering and ventilation (for life safety and rescue) 25% faster than the three-person crew.

Note: The full report can be viewed at the following link:

[http://www.nist.gov/el/fire\\_research/upload/Report-on-Residential-Fireground-Field-Experiments.pdf](http://www.nist.gov/el/fire_research/upload/Report-on-Residential-Fireground-Field-Experiments.pdf)

There are a number of resources available which provide additional information regarding the effectiveness of larger crew sizes, and I would be happy to forward that information if and when needed.

Chief Paul M. LeClair

**LEWISTON CITY COUNCIL**  
**MEETING OF FEBRUARY 2, 2016**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 14**

**SUBJECT:**

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

**INFORMATION:**

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

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

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

# LEWISTON CITY COUNCIL

## MEETING OF FEBRUARY 2, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 15**

**SUBJECT:**

Executive Session to discuss labor union negotiations regarding the city's six employee unions.

**INFORMATION:**

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

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/KMM*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To enter into an Executive Session pursuant to MRSA Title 1, section 405 (6) (D) to discuss Labor Negotiations regarding the city's six employee unions - International Association of Firefighters, Local 785; Maine State Employees Association, Local 1989; Maine Association of Police; Lewiston Police Supervisory Command Unit; Lewiston Professional Technical Unit, Local 3855 and Lewiston Public Works Unit, Local 1458.