

**LEWISTON CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
MAY 17, 2016**

6:00 p.m. Workshop

- A. Discussion of Disorderly Property Policy
- B. Update on Assessed Value

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

7:00 p.m. Regular Meeting

Pledge of Allegiance to the Flag.
Moment of Silence.

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.

REGULAR BUSINESS:

1. Public Hearing and Final Passage regarding an amendment to the Animal and Animal Control ordinance allowing animals in city parks and fields during approved Special Events.
2. Public Hearing and Adoption of the FY2017 Lewiston Capital Improvement Program Bond Issue Order.
3. Order authorizing the City Administrator to execute an Option Agreement with Androscoggin Savings Bank for a portion of the city-owned property at 16 Lincoln Street.
4. Resolve approving the establishment of a 2016 Farmer's Market Festival Zone.
5. Authorization to accept transfer of forfeiture funds.
6. Update from the Lewiston School Committee Representative.
7. Reports and Updates.
8. Any other City Business Councilors or others may have relating to Lewiston City Government.
9. Executive Session 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
WORKSHOP AGENDA
TUESDAY, MAY 17, 2016 6:00 PM

1. Discussion of Disorderly Property Policy – 30 minutes

After presenting a proposal to the City Council for a disorderly property ordinance several years ago, the Council directed the Police Department to develop a disorderly property policy to guide the department's approach to dealing with problem properties. A copy of that policy is attached. At the last Council meeting, Jay Allen of Sigma 6 properties appeared before the Council under call to the audience and reported issues involving an adjacent property and urged the Council to strengthen the policy. At that time, the Council requested that this be placed on a future workshop. Representatives of the Police Department will be present to review this effort with the Council and to respond to any questions.

2. Update on Assessed Value – 15 minutes

During the Budget process, City Assessor William Healey appeared before the Council to review the status of the City's assessed values. As you will recall, the City is assessed at less than 100% market rate. This results in both a higher property tax rate and an offsetting reduction in the state homestead allowance for owner occupied residential properties. We indicated that we would return after the budget process was completed to see if the City Council was interested in implementing any assessed value adjustments for next tax year. We would like to close the loop on that discussion. See attached information.

3. Executive Session – Union Negotiations

This session may be held prior to the 7 pm regular meeting, time allowing. Otherwise it will be held/continued after the regular meeting.

EXECUTIVE SESSION AFTER THE REGULAR MEETING

4. Executive Session – Land Disposition



*Lewiston Police Department
Lewiston, Maine*



STANDARD OPERATING PROCEDURES



RESPONSE TO “DISORDERLY” PROPERTIES

[I. PURPOSE](#) [II. POLICY](#) [III. DEFINITIONS](#) [IV. PROCEDURE](#) [V. ENFORCEMENT](#)

I. PURPOSE

The purpose of this Standard Operating Procedure is to protect the health, safety, and welfare of the residents of the City of Lewiston by reducing the recurrence of disorderly conduct in dwellings that disturbs the peace and tranquility of others.

II. POLICY

The mission of the Lewiston Police Department is to promote an atmosphere of partnership with the community toward the common goal of protecting life and property while enhancing the overall quality of life through mutual trust, respect, and the fair, equitable enforcement of laws while carefully safeguarding the dignity of all. The City has a substantial and compelling interest in protecting neighborhoods affected by conduct that unlawfully disturbs the peace and/or constitutes a nuisance because such conduct adversely affects the health, safety, and welfare of citizens and diminishes the quality of life in neighborhoods where it occurs. Such disorderly conduct and its impact should be abated. This written policy outlining a response to “Disorderly” Property is required because other prohibitions and penalties under state law and the City’s code of ordinances have not adequately eliminated or controlled chronic, disorderly or nuisance activity in the City. The enactment of this policy as a standard operating procedure is intended to alleviate the deleterious impact of chronic, unlawful or nuisance activity in dwelling places and neighborhoods by authorizing early and constructive intervention by the Lewiston Police Department.

RESPONSE TO “DISORDERLY” PROPERTIES

III. DEFINITIONS

A. “Disorderly Conduct”

“Disorderly Conduct” is any conduct that would have a tendency to unreasonably disturb the health, safety, or peaceful enjoyment of the community, the neighborhood or an ordinary individual in the vicinity, including but not limited to: loud music; boisterous parties; sounds emanating from within a structure which are annoying outside the building; loud noise or fights within a building or in its vicinity involving owners or tenants of a building or their invitees (excluding incidents involving domestic violence); owners, tenants or invitees being intoxicated in shared areas within the building such as hallways, stairways, or on public ways in the vicinity of the building; the arrest and conviction of owners, tenants or invitees for activities which constitute either a crime or civil infraction under either state or local law; other *similar activities* in a building or in areas outside of but in the vicinity of a building; or other conduct proscribed pursuant to 17-A M.R.S. § 501-A.

Similar Activities include, but are not limited to:

- Drug related criminal activity;
- Prostitution;
- Violations of conditions of bail, parole, or probation;
- Alcohol abuse which threatens the health, safety, or right to peaceful enjoyment of the premise by other residents/tenants; and
- Tenant(s) fleeing to avoid prosecution, custody, or confinement after conviction of a crime.

B. “Disorderly Property”

A "disorderly property" is any property on which there is located a building that houses one or more dwelling units or any bed and breakfast establishment, hotel, motel, lodging or rooming house or other structure that provides residential accommodations at which property the police have found, on five (5) or more occasions in any thirty (30) day period or fifteen (15) or more occasions in the preceding year, that the owner, a tenant, or a tenants' co-habitees, guests or invitees, or other occupants have engaged in disorderly conduct.

- For the purpose of this policy, disorderly behavior violations as defined will be documented by a specific address such as apartment number, single family home address, or boarding house room number within a given building. Penalties and documentation will be associated with the specific address of buildings outlined/defined in the “disorderly property” definition in this ordinance.

RESPONSE TO “DISORDERLY” PROPERTIES

The Police Chief or his/her designee shall have the sole discretion in determining whether conduct is disorderly and whether a building constitutes a “disorderly property”.

IV. PROCEDURE

A. Administration

1. The Police Department shall document and monitor the recurrence of disorderly conduct at residential buildings or structures in the City as defined under the “disorderly property” definition of this policy.
2. Whenever there have been five (5) or more occurrences of disorderly conduct at a residential property in any thirty (30) day period or fifteen (15) or more occurrences of disorderly conduct in the preceding year, the police department may notify an owner of such property of the circumstances of the disorderly conduct and the identity(ies) of its perpetrators, if known.

B. Official Notice

1. Whenever the Police Chief or designee has declared a building to be a disorderly property, this shall cause an owner of the property to be notified of such declaration and of the events which form the basis for that designation. The notice shall request the owner or the owner’s representative to meet with the Police Chief or his designee(s) within five (5) business days from the date of the notification to identify ways in which the problems which have been identified will be eliminated.

C. Meeting

1. At the time of the disorderly property meeting, the owner shall be requested to provide to the city the following documentation:
 - a. A copy of the names of all tenants or other persons authorized to reside or presently residing in the building(s) on the property and the units they occupy;
 - b. Contracts with any property manager or other person responsible for the orderly operation of the property;

In addition, the owner will be asked to take effective measures to address the disorderly property to be implemented within one (1) week of said meeting unless another date is agreed upon by the City and the owner.



EXECUTIVE DEPARTMENT

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

May 12, 2016

To: Honorable Mayor and Members of the City Council
Fr: Edward A. Barrett
Su: Lewiston's Assessed Value

Early in the budget process, City Assessor William Healey reviewed the City's overall assessed value with the Council. At that review, he pointed out that the City's overall assessed value captured about 84% of its estimated market value. This was further broken down by category:

Class	% Of Tax Base	Ratio
Residential (1-3 Fam)	54%	82%
Commercial (Incl. 4+Fam)	26%	91%
Industrial	10%	91%
Utilities	10%	95%

One result of our assessed value falling below estimated market value is that it increases our tax rate. Also, there is a disparity in how we treat various classes of property. Finally, it affects the value of the homestead exemption since that exemption is proportionately reduced by the state to reflect our assessment ratio. For next year, the homestead exemption in Lewiston will be reduced from \$15,000 to \$13,650.

One potential option, particularly given the increase in the homestead next year, is to look at making an assessed value adjustment of 5% on residential property effective next year. This will bring that property closer into line with other property types and would be sufficient to allow residents to claim the full homestead value.

However, there is a tradeoff in this approach. While the overall property tax rate declines as our value increases, the increase in residential property values offsets that decline.

If this adjustment were made, the City's tax rate would drop from next year's projected \$27.54 to \$26.96. This represents about a 2.1% tax rate drop, accomplished due to the 5% increase in the values of residential properties. But, even after the increase in the homestead exemption is factored in, the overall impact on residential property owners would be to increase their property tax bill over what they would pay based on their unadjusted assessed value and the currently estimated tax rate. An attached spreadsheet shows how this would impact residential properties at various value levels. I have also attached the initial Assessing presentation

Based on this analysis, I would anticipate that the Council is likely to choose not to proceed with adjusting residential values. However, since it was discussed early in the budget process, we wanted to close the loop on this issue.

Should you have any questions, please feel free to contact me or the City Assessor.

TAX COMPARISON, \$15,000 Homestead
AND 5% RESIDENTIAL VALUE ADJUSTMENT

CURRENT VALUE	HOMESTEAD AT 91%			NEW VALUE	HOMESTEAD AT 100% W. 5% ADJUSTMENT	
	16 Taxes	17 Taxes	\$ Change		17 Taxes	\$ 16 to 17
	\$27.37	\$27.54			\$26.96	
\$100,000	\$2,487.93	\$2,378.08	(\$109.85)	\$105,000	\$2,426.40	-\$61.53
\$150,000	\$3,856.43	\$3,755.08	(\$101.35)	\$157,500	\$3,841.80	-\$14.63
\$175,000	\$4,540.68	\$4,443.58	(\$97.10)	\$183,750	\$4,549.50	\$8.82
\$200,000	\$5,224.93	\$5,132.08	(\$92.85)	\$210,000	\$5,257.20	\$32.27
\$250,000	\$6,593.43	\$6,509.08	(\$84.35)	\$262,500	\$6,672.60	\$79.17
\$300,000	\$7,961.93	\$7,886.08	(\$75.85)	\$315,000	\$8,088.00	\$126.07



- Assessing Department Update
 - March 22, 2016
- Bill Healey, Lewiston Chief Assessor

State of Maine Assessing Standards

- Maximum Assessment Ratio = 110%
- Minimum Assessment Ratio = 70%
- Ideal Assessment Ratio = 100%
- Maximum Level of Assessment Quality = 20%
- Ideal Level of Assessment Quality = 10%

Tax Rate Calculation

- The property tax rate is calculated by dividing the net to be raised by property taxes by the City's Total Taxable Valuation.
- Lewiston Net to be Raised by Property Tax in Fiscal 2016
 - \$51,868,943
- Total Taxable Valuation
 - \$1,895,408,000
- Tax Rate Calculation
 - \$51,868,943 Divided by \$1,895,408,000 = \$27.37

Assessment Ratio

- The Assessment Ratio is calculated by dividing the assessed value (AV) of a property by its sale price (SP).
 - Assessment Ratio Calculation
 - \$84,000 AV divided by \$100,000 SP = 84%
- Lewiston's Assessment Ratio for
 - Fiscal 2017 is 84%

Certified Ratio

- State Law requires Exemptions and Personal Property to be factored by the City's Certified Assessment Ratio. The Assessor selects the Certified Ratio that must be within 10% of the State Calculated Assessment Ratio.
- Fiscal 2017 State Calculated Assessment Ratio = 84%
- Lewiston's Fiscal 2017 Certified Ratio = 91%

Changes to Homestead Exemption

- Fiscal 2016 = \$10,000 x 91% Certified Ratio = \$9,100
- Fiscal 2017 = \$15,000 x 91% Certified Ratio = \$13,650
- Fiscal 2018 = \$20,000 x 91% Certified Ratio = \$18,200

Impact of Homestead Change on Valuation

- FY 2016 Homestead Exempted Value = \$56,122,970
 - State Reimbursement 50% of Lost Tax Revenue
 - \$28,061,485 x 27.37 = \$768,043
- The City is Responsible for the other 50%
- FY 2017 Homestead Exempted Value = \$84,179,550
- The City is Responsible for \$42,089,775 or \$14,028,290 more than Fiscal 2016. That increase will erase any valuation increases from permits and new construction keeping our Valuation Base Flat for FY 2017.

Assessment Ratio by Property Class

Class	% Of Tax Base	Ratio
Residential (1-3 Fam)	54%	82%
Commercial (Incl. 4+Fam)	26%	91%
Industrial	10%	91%
Utilities	10%	95%

State Valuation and Full Value Tax Rates

Fiscal Year	State Value	City Value	Tax Rate	FV Rate
2014	\$2,196,750,000	\$1,891,256,130	\$26.44	\$22.98
2013	\$2,285,400,000	\$1,855,359,945	\$25.79	\$22.21
2012	\$2,334,250,000	\$1,832,360,850	\$25.79	\$21.27
2011	\$2,473,650,000	\$1,839,310,360	\$25.40	\$20.18

Other Municipal Full Value Tax Rates

City	FY 14 (FVTR)	FY 13 (FVTR)	FY 12 (FVTR)
Lewiston	\$26.44 (\$22.98)	\$25.79 (\$22.21)	\$25.79 (\$21.27)
Auburn	\$20.43 (\$20.55)	\$19.59 (\$20.01)	\$19.39 (\$19.89)
Augusta	\$18.15 (\$18.24)	\$17.55 (\$17.67)	\$17.30 (\$17.34)
Bangor	\$20.80 (\$20.66)	\$19.65 (\$19.47)	\$19.20 (\$19.01)
Portland	\$19.41 (\$18.71)	\$18.82 (\$18.57)	\$18.28 (\$17.90)
Westbrook	\$17.20 (\$17.13)	\$17.40 (\$17.51)	\$17.40 (\$17.45)

Example of Valuation Increase on Tax Rate

- If residential properties were assessed nearer to full value instead of 82% the City's Total Taxable Valuation would increase and the tax rate would decrease.
- If residential property values were increased by 5% the City's Total Taxable Valuation would increase to approximately \$1,936,300,000 and the Tax Rate would decrease to \$27.51
 - Tax Rate Calculation
 - \$53,261,519 Divided by \$1,936,300,000 = \$27.51

LEWISTON CITY COUNCIL
MEETING OF MAY 17, 2016

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 6:45pm

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.

LEWISTON CITY COUNCIL

MEETING OF MAY 17, 2016

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 1

SUBJECT:

Public Hearing and Final Passage regarding an amendment to the Animal and Animal Control ordinance allowing animals in city parks and fields during approved Special Events.

INFORMATION:

City Administration is recommending an amendment to the Animal Ordinance to allow, on a case by case basis, animals in certain city parks, fields and other properties, if approved in advance by City Administration and in conjunction with an approved Special Event that is being held at the location. Passage is requested.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAR/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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That the proposed amendment to the City Code of Ordinances, Chapter 14 "Animals", receive final passage by a roll call vote.



The Office of
Deputy City Administrator
Phil Nadeau
MEMORANDUM

TO: Mayor and City Council
FR: Phil Nadeau
CC:
RE: Animal Ordinance Changes for Special Events
DT: 5.3.16

The 3rd Annual Great Falls Brewfest has secured the Greater Androscoggin Human Society as a possible Bronze sponsor for its very successful event to be held this year on June 25, 2016

The sponsorship will require GAHS to set up a vendor exhibit that will feature a “puppy pen” to display some adoptable animals. This is certainly a great idea and will be supervised in a controlled 25 square foot pen area (possibly 2 areas) with display tables for GAHS information.

The only difficulty is the existing wording in some sections of our ordinance which address domestic animals in our city and athletic parks.

A simple fix to the problem will be to authorize the City Administrator to issue exemptions limited to specific events on specific dates. Each event will be required to do any number of things depending on the event. The proposed language is contained in Section 14-38 and Section 14-39

In the GAHS case, the event will be authorized only for June 25, 2016 and only during the hours of 9AM to 6PM (allows for set up and clean up). They will also be required to have supervision with no more than two penned areas of up to 25 square feet; no less than two people per pen area; be required to meet all applicable state and federal animal control laws; and not allow any animal outside of the penned area. The event will be insured, and all vendors participating in the event will be covered under the insurance coverage.

Other events may have other needs and will receive that same individual attention as all special events do since they are all different in some way.

I also recommend that we add the words “special events” to Section 14-29 covering livestock in public places. That should cover any event which might potentially fall under this section.

RECOMMENDED CITY ORDINANCE CHANGES

Phil Nadeau – 4.26.16

Sec. 14-38. Sixteen-foot leash requirements and exceptions.

Only domestic animals are authorized on all city-owned public ways, sidewalks, and all publicly owned property within the city. Any such animal shall be on a leash or other tether, in the control of an individual, of not more than 16 feet in length with the following exceptions:

- (1) Any domestic animal in the aforementioned public areas must be on a leash or other tether of not more than eight feet in length when signs are posted stating "Maximum Eight-Foot Leash is Required" by the city to accommodate mass gatherings or public events. The authority to post such areas shall lie with the city council.
- (2) All domestic animals may only be present during the specified hours between 6:00 a.m. to 8:30 a.m. and 6:00 p.m. and 8:30 p.m. at the following public facilities:
 - a. Montello Track (far right-hand side of the track field closest to the woods and farthest away from the playground).
 - b. Sunny Side Park (field area).
 - c. Simard-Payne Police Memorial Park (area farthest away from the planned playground and closest to the river).
- (3) The City Administrator or his/her designee may authorize exceptions to this Section for city approved events. Such exceptions must specify the conditions under which the animal(s) shall be supervised; the time of day and specific dates that they will be authorized to be on the property; and any other conditions that may be applicable to the event and to the city property involved.

(Ord. No. 01-7, 5-31-01; Ord. No. 08-09, 1-1-09)

DIVISION 2. CITY PROPERTY

Sec. 14-39. Parks, cemeteries, playgrounds and athletic fields.

The City Administrator or his/her designee is authorized to issue exceptions to the following items in this Section for city approved events. Such exceptions must specify the conditions under which the animal(s) shall be supervised; the time of day and specific dates that the animals will be authorized to be on the property; and any other conditions that may be applicable to the event and to the city property involved.

- (a) Domestic animals will not be permitted in the following parks and athletic fields for the period commencing one-half hour prior to and for the duration of any city or school ANIMALS Lewiston Code Chapter 14 CH 14:20 department scheduled or sanctioned activity or event: Holy Family Field, Marcotte Park, Randall Road Softball Complex and Simard-Payne Police Memorial Park.

- (b) Domestic animals may be authorized in all city-owned cemeteries and must be on a leash or other tether, under the control of an individual, of not more than 16 feet in length provided, however, that such animals shall be allowed only on the roadways and walkways of the cemeteries and not on the cemetery lots.
- (c) All domestic animals shall not be permitted in the following public parks and playground areas: Lionel Potvin Park, St. Mary's Playground (Oxford Street), Marcotte Park playground area, Kennedy Park playground area, Knox Street Playground, Mark W. Paradis Park, Pettingill School Park playground area and basketball court, River Valley basketball courts and Sunnyside Park playground area.
- (d) All domestic animals shall not be permitted in the following athletic fields: Franklin Pasture Athletic Complex, Lewiston Athletic Park, Marcotte Park Mutli-use field, Montello Multi-use field, Simard-Payne Police Memorial Park Multi-use field and Upper Franklin field.

(Ord. No. 01- 7, 5-31-01; Ord. No. 08-09, 1-1-09; Ord. No. 13-02b, 3-21-13; Ord. No. 15-06, 7-2-15)

Sec. 14-29. Other places livestock prohibited.

It shall be unlawful for any person to ride or allow any type of livestock upon any public school ground, public park or municipal/school grounds within the city other than public rights-of-way or areas designated for such purposes. Provided, however, the provisions of this section shall not apply to the riding or showing of horses or other livestock in conjunction with city authorized parades, carnivals, special events or other school or civic sponsored programs or events which are in compliance with all city, state and federal law, rules and regulations.

(Ord. No. 01-7, 5-31-01)

LEWISTON CITY COUNCIL

MEETING OF MAY 17, 2016

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 2

SUBJECT:

Public Hearing and Adoption of the FY2017 Lewiston Capital Improvement Program Bond Issue Order.

INFORMATION:

This public hearing is being held in accordance with Article VI, Section 6.14 of the City Charter.

The projects being bonded are in accordance with the Capital Improvement Program adopted by the City Council earlier this year and revisions based on discussions during budget deliberations or changes due to new information on the cost of the projects for funding. The total cost of the Bond Issue is \$12,194,526 and includes over 30 various projects and programs.

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 adopt the FY2017 Lewiston Capital Improvement Program Bond Issue Order authorizing the issuance of \$12,194,526 in FY2017 Public Improvement Bonds and making an appropriation for certain capital projects.

LCIP Bond Issue Order

Order, Authorizing the Issuance of \$12,194,526 in FY2017 Public Improvement Bonds and Making an Appropriation for Certain Capital Projects.

ORDERED, That \$12,194,526 be appropriated for financing the following FY2017 projects in the Lewiston Capital Improvement Program:

FY 2017 LCIP Projects	Amount
Airport Landside Terminal Parking Lot	350,000
Radio Replacement Project	500,000
Riverfront Island Implementation	200,000
Wayfinding /Interpretive/Promotional Signage	50,000
BLDG 1 Chestnut St. Garage Membrane Maintenance	200,000
BLDG 2 Parking Study & Meter Replacement Program	130,000
BLDG 3 Fire Substation Evaluation Study	120,000
Street Maintenance	910,000
Road Rehabilitation	740,000
Replace Mercury Street Lighting	395,000
Solid Waste Security System	75,000
Lionel Potvin Park - Playground Equipment Replacement	103,000
Municipal Garage Vehicle & Equipment Replacement	792,000
Total General Fund Projects	4,565,000
LHS Telephone Upgrade and Switch Replacement	100,000
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
Total School Projects	1,115,526
Distribution Water Main Replacement/Rehabilitation	2,071,500
Redundant Transmission Main Installation	700,000
Total Water Projects	2,771,500
CSO Separation Various Locations	500,000
Rehabilitation of Old Sanitary Sewer Mains	1,000,000
Collection System Inspection and Rehabilitation	786,500
Pump Station Replacement	170,000
Total Sewer Projects	2,456,500
CSO Separation Various Locations	500,000
Jepson Brook Channel Upgrades	227,000
Hart Brook Water Quality Restoration Project	50,000
North Temple Storm Drain - Phase 2	269,000
Culvert Replacement Program	240,000
Total Stormwater Projects	1,286,000

Total FY2017 Projects

12,194,526

FURTHER ORDERED, That to meet this appropriation, \$12,194,526 shall be raised by Public Improvement Bond Issue(s);

FURTHER ORDERED, That the City Council instruct the Finance Director to advertise for bids for \$12,194,526 or increments thereof, Public Improvement Bonds; to award the loan; and to employ Edwards Wildman Palmer LLP to furnish the legal opinion for the same; provided that in the alternative, the Finance Director is authorized to award the loan to the Maine Municipal Bond Bank;

FURTHER ORDERED, That the bonds shall be signed by the City Treasurer and Mayor;

FURTHER ORDERED, That the date, maturities, denominations, interest rate or rates, place or places of payment, form or other details of the bonds and of the provisions for the sale thereof shall be determined by the Finance Director;

FURTHER ORDERED, That bonds issued hereunder may be subject to call for redemption on such terms as may be determined by the Finance Director; and

FURTHER ORDERED, On or before the call date, the Finance Director is authorized to refund/advance refund this bond series if a net present value benefit is derived.



Finance Department

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



TO: Mayor Robert Macdonald and Members of the City Council
FROM: Heather Hunter, Finance Director
SUBJECT: **2017 Lewiston Capital Improvement Program**
DATE: April 25, 2016

On January 12, 2016, the City Council received and placed on file the 2017 Lewiston Capital Improvement Program (LCIP) planning document and conducted a public hearing on February 2, 2016. The public hearing outlined numerous projects totaling \$37,654,022 for fiscal year 2017. The final 2017 LCIP project recommendation for bonding is provided below.

FY 2017 LCIP Projects	Amount
Airport Landside Terminal Parking Lot	350,000
Radio Replacement Project	500,000
Riverfront Island Implementation	200,000
Wayfinding /Interpretive/Promotional Signage	50,000
BLDG 1 Chestnut St. Garage Membrane Maintenance	200,000
BLDG 2 Parking Study & Meter Replacement Program	130,000
BLDG 3 Fire Substation Evaluation Study	120,000
Street Maintenance	910,000
Road Rehabilitation	740,000
Replace Mercury Street Lighting	395,000
Solid Waste Security System	75,000
Lionel Potvin Park - Playground Equipment Replacement	103,000
Municipal Garage Vehicle & Equipment Replacement	792,000
Total General Fund Projects	4,565,000
LHS Telephone Upgrade and Switch Replacement	100,000
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
Total School Projects	1,115,526
Distribution Water Main Replacement/Rehabilitation	2,071,500
Redundant Transmission Main Installation	700,000
Total Water Projects	2,771,500
CSO Separation Various Locations	500,000
Rehabilitation of Old Sanitary Sewer Mains	1,000,000

Collection System Inspection and Rehabilitation	786,500
Pump Station Replacement	170,000
Total Sewer Projects	2,456,500
CSO Separation Various Locations	500,000
Jepson Brook Channel Upgrades	227,000
Hart Brook Water Quality Restoration Project	50,000
North Temple Storm Drain - Phase 2	269,000
Culvert Replacement Program	240,000
Total Stormwater Projects	1,286,000
Total FY2017 Projects	12,194,526

Through the City Administrator's evaluation and the public hearing process, a few projects were either eliminated or deferred without having a major impact on municipal operations.

On December 20, 2011, the City Council revised their adopted bond issue limitation ordinance (Article II, Sec. 2-34) limiting the amount of debt to be authorized for issuance in any fiscal year. The limit is capped at 80% of the average amount of annual debt being retired over the three previous fiscal years, unless the debt is financed through sources other than general property taxes. The debt limitation applicable to the 2017 LCIP is \$7,949,264. Using the refined municipal sub-total of \$5,680,526 plus the previously approved \$1,896,000 Farwell Classroom Addition (totaling \$7,576,526), the City would be \$372,738 or 4.6% below the cap.

The total estimated impact of issuing \$12,194,526 in bonds is an additional principal requirement of \$939,893 (plus \$94,800 for the Farwell Expansion) in fiscal year 2018. This amount is broken down as follows: general fund - \$373,634; school department - \$187,626 (plus \$94,800 for the Farwell Expansion); water fund - \$138,575; sewer fund - \$139,658, and stormwater fund - \$100,400. In FY2017, the City will be paying \$13,493,974 in principal payments, thus paying off 95.8% of the amount borrowed including the Farwell project. The City's general fund will be reducing principal by a net of \$6,053,525, excluding the fall bond sale.

Please feel free to contact me if you have any questions or concerns, and I will also be available at the public hearing.

LEWISTON CITY COUNCIL

MEETING OF MAY 17, 2016

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 3

SUBJECT:

Order authorizing the City Administrator to execute an Option Agreement with Androscoggin Savings Bank for a portion of the city-owned property at 16 Lincoln Street.

INFORMATION:

Androscoggin Bank has been in discussions with the City for several months regarding their plans to construct a building near the intersection of Lincoln Street and Main Street. The Bank would like to acquire a portion of city owned property at 16 Lincoln Street to complete their project plans. The Planning Board has reviewed the project and voted to unanimously recommend to the City Council the sale of this property. The project also meets the development plans in the Riverfront Island Master Plan.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EA/BK/mm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Order authorizing the City Administrator to execute an Option Agreement with Androscoggin Savings Bank for a portion of the city-owned property at 16 Lincoln Street.



COUNCIL ORDER

Order, Order, Authorizing the City Administrator to Execute an Option Agreement with Androscoggin Savings Bank for a portion of the City Owned Property at 16 Lincoln Street.

Whereas, Androscoggin Bank has been in discussions with City representatives for several months regarding the potential to construct a building to be located on a portion of the City property at 16 Lincoln Street; and

Whereas, as a result of these discussions, an Option Agreement for the potential sale of the site has been negotiated; and

Whereas, the Planning Board recently voted unanimously to send a favorable recommendation to the City Council regarding the sale of this property; and

Whereas, the adopted Riverfront Island Master Plan supports construction of a building on this site;

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

The City Administrator is hereby authorized to execute an option agreement with Androscoggin Bank for the potential purchase of a portion of the City owned property located at 16 Lincoln Street in a form substantially as attached hereto.

Economic and Community Development

Lincoln Jeffers

Director

Lewiston



2007



To: Honorable Mayor and Members of the City Council
From: Lincoln Jeffers
RE: **Androscoggin Bank Purchase Option**
Date: May 12, 2016

Several months ago, Androscoggin Bank approached the city to share concepts and goals for expanding their presence in Lewiston. Over the next few years, they plan to build an addition and renovate their corporate headquarters located at 30 Lisbon Street in Lewiston and build a signature building that will house a branch, offices, and training facility in Lewiston's Western Gateway.

To bring those ideas to fruition, the bank wants to purchase a portion of 16 Lincoln Street, a 2.77 acre city owned parcel which houses the Lincoln Street Parking Garage. The land the bank wishes to acquire is approximately .25 acre in size. The attached site sketch shows an approximation of the land to be conveyed. The bank intends to build an approximately 7,500 s.f., 3 story branch/office building on the site.

An Option Agreement for the site has been negotiated. The Planning Board voted 7-0 to send a favorable recommendation to the City Council regarding the conveyance. The Option Agreement is attached. The City Council is being asked to approve the Option Agreement and to authorize the City Administrator to execute the agreement.

To summarize the Option Agreement:

1. Androscoggin Bank will get a six month option for \$1. If they present plans that are acceptable to the city council for development of the site, they can extend the option period for six additional months for \$5,000. Option payments will be applied to the purchase price.
2. The purchase price will be the appraised value as determined by a commercial appraiser with Androscoggin County experience. The bank will pay for the appraisal. If the City Council thinks the appraised value is too low, the city can pay for another appraisal. If the bank thinks the second appraisal is too high and we can't come to terms, the parties jointly pay for a third appraisal from an appraiser picked by the first two. The third appraisal will determine the price.

3. Prior to exercising the Option, the bank will present its plans for the site to the City Council for approval. The bank's presentation will be independent of and in addition to Planning Board review of the project. The Council's purview will be "as to the scale, dimensions, quality of materials, landscape level and aesthetics of the building in order to satisfy itself that it will fit suitably into the surrounding landscape." While it is not articulated in the Option, it should be noted that Androscoggin Bank would like to remove trees on the back side of Raymond Park that would block views of the building. They would replace them with lower height landscaping that enhances the park.
4. The precise dimensions of the land to be conveyed have not been determined, but Exhibit A approximates it. The parcel will be bounded by Main Street to the north, Mill Street to the east, Phase II of the Lincoln Street Parking Garage to the south, and Raymond Park to the west.
5. If an environmental site investigation of the parcel reveals environmental or physical issues that need to be mitigated and the bank provides notice of the same to the city, the parties agree to negotiate to see if a resolution acceptable to both parties can be found. If the parties cannot come to agreement on a resolution within 45 days of the bank providing notice of the concern, the bank may cancel the Option Agreement and have its option payments reimbursed.
6. The bank agrees to not seek tax increment financing or similar tax benefits for the project from the city.

The City invested considerable time, energy and money in developing the Riverfront Island Master Plan. More than a hundred citizens were engaged in the process. That plan shows a building developed on the site the bank is seeking to acquire. Development interest in this land has been keen since the Riverfront Plan was released, but this is the first proposal to get to this stage. The bank's desire to locate on this site is a step forward in implementing the vision for that area articulated in the plan. It will expand the city's tax base, increase employment, and improve the visual appeal of the western gateway into Lewiston. Staff recommends approval of the Option.

Area: 0.25 ac
Perimeter: 417.96 ft

The acreage is an estimate only. It is subject to a survey and metes and bounds description.

RE00006498
65 MAIN ST
(Addr Pt ID 4179)

RE00007574
16 LINCOLN ST
(Addr Pt ID 8267)



OPTION AGREEMENT

This OPTION AGREEMENT (the "Agreement") is made as of May____, 2016 (the "Effective Date"), by and between **CITY OF LEWISTON**, a Maine municipal corporation (together with its successors and/or assigns, "Optionor" or "City"), and **ANDROSCOGGIN SAVINGS BANK**, a Maine corporation (together with its successors and/or assigns, "Optionee" or "Bank").

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are as follows. Telephone numbers are included for informational purposes only.

Optionor:

City of Lewiston
27 Pine Street
Lewiston, Maine 04240
Attn: Lincoln Jeffers, Director of Economic
and Community Development
Tel: (207) 513-3000, ext. 3200
Fax: (207) 795-9007
Email: ljeffers@lewistonmaine.gov

Optionee:

Androscoggin Savings Bank
30 Lisbon Street
P O Box 1407
Lewiston, Maine 04243-1407
Attn: Paul H. Andersen, President
Tel: (207) 784-9164
Fax: (207) 786-4782
Email: pandersen@androscogginbank.com

Copies of any notice to Optionor shall also be sent to:

Martin Eisenstein, Esq.
Brann & Isaacson
184 Main Street
P.O. Box 3070
Lewiston, Maine 04243-3070
Tel: (207) 786-3566
Fax: (207) 783-9325
Email: meistenstein@brannlaw.com

Copies of any notice to Optionee shall also be sent to:

Norman J. Rattey, Esq.
Skelton, Taintor & Abbott
95 Main Street
Auburn, Maine 04210
Tel: (207) 784-3200
Fax: (207) 784-3345
Email: nrattey@sta-law.com

B. Optionor is the owner of the parcel of land that is identified as Lot 152 on City Tax Map 207 and further identified on the City tax records as 16 Lincoln Street and as the "City of Lewiston Parking Garage" (the "Site"). The City acquired the Site from Lincoln Street Associates by deed dated March 7, 2001, and recorded in the Androscoggin County Registry of Deeds in Book 4612, Page 68. The northeasterly corner of the site is currently improved with a surface parking lot which is bounded on the East by a passageway known as Mill Street, on the North by Main Street, on the West by Lincoln Street, and on the South by the future location of the north wall of what is intended to become Phase II of the Lincoln Street Garage. A description of said northeasterly corner of Lot 152 on Tax Map 207 is attached hereto and incorporated herein by reference as **Exhibit A** indicating the parcel that is subject to this Agreement with a shaded area (the "Option Property"). Prior to Closing, Optionee shall retain a surveyor licensed

by the State of Maine, who shall prepare a legal description of the Option Property, subject to Optionor's and Optionee's approval. The description shall include all rights, tenements, hereditaments, members, privileges, licenses, easements and appurtenances thereto, including, without limitation, all utility reservations, strips and gores of land, rights-of-way, all access rights, development rights, governmental licenses, permits and certificates applicable thereto, and all of Optionor's right, title, and interest in and to all public and private ways adjoining or serving the same.

C. The Bank desires to obtain an option to purchase the Option Property for its redevelopment as a business office building for the purpose of offering services as a financial institution on the terms set forth below (the "Project").

D. The Bank on its behalf and on behalf of successors in title agrees to not request tax increment financing or similar tax benefits with respect to the Option Property.

AGREEMENT

Now, therefore, in consideration of the Option Consideration and the mutual covenants contained herein, the parties agree as follows:

1. **Option.** Optionor hereby grants to Optionee an exclusive and irrevocable option to purchase the Option Property pursuant to the terms and conditions of this Agreement (the "Option").

2. **Option Consideration.** Optionee shall deliver to Optionor the following sums (collectively, the "Option Consideration"):

- (a) One dollar (\$1) upon execution of this Agreement (the "Initial Option Consideration"); and
- (b) Five Thousand Dollars (\$5,000.00) contemporaneously with Optionee's delivery of the first Extension Notice (as defined in Section 3 herein), the "Additional Option Consideration";

In the event that Optionee acquires title to the Property pursuant to the terms of this Agreement, the Option Consideration shall be credited to the Purchase Price (as defined in Section 5(a) herein) at Closing (as defined in Section 7 herein).

3. **Option Term.** The term of the Option shall commence upon the Effective Date and shall terminate at 5:00 p.m. Eastern Time on the last day of the sixth (6th) full month following the Effective Date (the "Initial Option Term"). Optionee shall have the right to extend the term of the Option for an additional six (6) months upon written notice to Optionor, delivered prior to the expiration of the Initial Option Term (the "Extension Notice"), provided that the Optionee delivers the Additional Option Consideration with the Extension Notice (the "Extended Option Term"), and provided that the Optionor is reasonably satisfied with the progress of Optionee's site and building plans. Together, the Initial Option Term and the Extended Option

Term shall constitute the term of the Option (the “Option Term”). Upon request of the Optionee, Optionor will execute and deliver an original memorandum of option, to be prepared by and at the expense of the Optionee and in a form that is substantially similar to the document attached as **Exhibit B** and incorporated herein, which Optionee may record in the Androscoggin County Registry of Deeds at its expense. For purposes of clarity, the approval referenced in this paragraph is merely a prerequisite to the ability of the Optionee to extend the Initial Option Term and any such approval does not waive any rights of the City under any applicable zoning, planning or permitting ordinance or process, all of which will continue to apply.

During the Initial or the Extended Option Term, as the case may be, but in any event prior to delivery of the Exercise Notice, the Optionee shall deliver copies of complete site and architect’s exterior building plans in such form and specificity as the Optionor may reasonably request, illustrating the scale and orientation of all structures to be erected on the Option Property (the “Site Plans”), for approval by the Optionor’s City Council as to the scale, dimensions, quality of materials, landscape level and aesthetics of the building in order to satisfy itself that it will fit suitably into the surrounding landscape. The Optionor’s right to review and approve the Site Plans is in addition to any further right of approval pursuant to any applicable zoning, planning or permitting ordinance or process, all of which will continue to apply to the development of the Option Property. In the event that the Project has not been finally acted upon by the City Council at the expiration of the Extended Option Term, then the Extended Option Term shall be extended automatically for a period ending thirty (30) days after the City Council’s final action to approve or disapprove the Project.

4. **Exercise.** Provided that the Optionor’s City Council has previously approved the Site Plans during the Initial Option Term or the Extended Option Term, and should Optionee elect to purchase the Option Property, Optionee may exercise the Option by delivering written notice to Optionor within the Option Term (the “Exercise Notice”), which notice shall specify the date, time and place of Closing (as defined in Section 7 herein).

5. **Purchase Terms.**

- (a) **Purchase Price.** In the event that the Optionee exercises the Option, Optionor shall sell to Optionee, and Optionee shall buy from Optionor, the Option Property for an amount to be determined in accordance with this paragraph (the “Purchase Price”). The Purchase Price shall be determined by a licensed commercial appraiser with knowledge of the marketplace for commercial real estate in Androscoggin County, Maine. Optionee shall obtain an appraisal at its Optionee’s expense, and shall provide a copy of the appraisal to the Optionor with the Exercise Notice. The Optionor shall have 15 days from receipt of the Exercise Notice to notify the Optionee of its rejection of the appraisal presented by Optionee, or the Optionor shall be deemed to have accepted the appraisal’s determination of the Purchase Price. If the Optionor so notifies the Optionee, the Optionor shall have an additional 30 days to obtain and provide its own

independent appraisal of the Option Property, at Optionor's expense. If, after Optionor provides a copy of its own appraisal to Optionee, the parties are unable to agree on a sale price within 7 days, the two appraisers shall select a third qualified appraiser, whose cost they shall share equally, to determine the Purchase Price and his or her determination shall be final.

- (b) Method of Payment. The Purchase Price, less the Option Consideration, shall be payable at Closing by means of a wire transfer of immediately available funds or by Bank cashier's check.

6. **Condition of Title.** At Closing, Optionor shall convey the Property to Optionee or to Optionee's designee by a quitclaim deed with covenant of good and clear record and marketable title containing a recordable and insurable legal description of the Property (the "Deed"), together with a non-exclusive right-of-way for all purposes of a public way (including, but not limited to, vehicular and pedestrian ingress and egress, the right to install, use, maintain, repair and/or replace utilities, and the right to access the Property from the accepted public street known as Mill Street that abuts the Option Property and subject only to the following encumbrances (collectively, the "Permitted Encumbrances"):

- (a) applicable laws and regulations of any governmental authority (including, but not limited to, zoning laws and ordinances and building regulations);
- (b) applicable real property taxes, municipal betterments and other ad valorem taxes for the current year not yet due and payable;
- (c) the Permitted Encumbrances (as defined in Section 9(d) herein) and/or the Permitted Survey Matters (as defined in Section 9(e) herein).

7. **Closing.** Final settlement of the obligations of the parties hereto, including, but not limited to, the delivery of the Deed by Optionor and the delivery of the balance of the Purchase Price by Optionee (collectively, the "Closing"), shall occur at such date, time and place as Optionee shall designate in the Exercise Notice, provided, however, that the Closing shall not occur any later than the sixtieth (60th) day following the delivery of the Exercise Notice (as such date may be amended pursuant to the terms of this Agreement and/or the mutual agreement of the parties, or thirtieth (30th) day after the determination of the purchase price under Section 5(a) if the Optionee does not accept the initial purchase price proposed by the Optionee. ("Closing Date").

8. **Closing Deliveries.** At Closing, Optionor and Optionee shall deliver the documents and/or monies described below. All documents shall be originals executed by an authorized representative of Optionor and/or Optionee (or Optionee's nominee), as applicable, and if such closing document is intended to be recorded, each signature will be properly acknowledged.

- (a) Optionor's Deliveries. At Closing, Optionor shall deliver to Optionee the following items (collectively, "Optionor's Deliveries"): (i) the Deed, (ii) the real estate transfer tax declaration accompanying the Deed, (iii) the settlement statement, (iv) an Underground Storage Tank Disclosure as required by state law, (v) an owner's affidavit in such form and content as is necessary to induce Optionee's title insurer to delete the "standard exceptions" pertaining to parties in possession and mechanics' liens and to permit Optionee (or its nominee) to obtain title insurance on the Property subject only to the Permitted Encumbrances, (vi) the Important Notice About Property Taxes for Buyers and Sellers, (vii) a Maine REW-3 Form, (viii) a certified copy of the vote of the City Council of the Optionor authorizing the transaction described in this Option, and (ix) such other instruments and documents as Optionee and/or its title insurer may reasonably request, including, without limitation, other documents for the purpose of confirming proper and lawful execution and delivery of closing documents and conveyance of the Property to Optionee in accordance with this Agreement and applicable provisions of Maine law and/or federal law. In the event that Optionor fails to timely deliver Optionor's Deliveries, the provisions of Section 13(a) shall govern.
- (b) Optionee's Deliveries. At Closing, Optionee shall deliver to Optionor the following items (collectively, "Optionee's Deliveries"): (i) the balance of the Purchase Price, (ii) the real estate transfer tax declaration accompanying the Deed, (iii) the settlement statement, (iv) a Maine REW-4 Form, (v) the Important Notice About Property Taxes for Buyers and Sellers, (vi) a certified copy of the vote of the Board of Directors of the Optionee authorizing the transaction described in this Option and (vii) such other instruments and documents as Optionor and/or Optionee's title insurer may reasonably request, including, without limitation, other documents for the purpose of confirming proper and lawful execution and delivery of closing documents in accordance with this Agreement and applicable provisions of Maine law and/or federal law. In the event that Optionee fails to timely deliver Optionee's Deliveries, the provisions of Section 13(b) shall govern.

9. **Optionee's Investigations.**

- (a) Property-Related Materials. To facilitate Optionee's investigations, within fifteen (15) days of the Effective Date, Optionor agrees to provide Optionee with copies of any title policies, title reports, plan, surveys, environmental reports, governmental notices and/or

any other materials relating to the Property in Optionor's possession and/or control. In the event that Optionee timely exercises a termination right set forth in this Agreement (except in response to a default by Optionor) or Optionee elects not to exercise the Option, Optionee shall provide to Optionor, at no cost, copies of any and all title reports or commitments, environmental reports, surveys and/or appraisals relating to the Property commissioned by Optionee and prepared by third parties.

- (b) Access. From the Effective Date through the Closing Date, Optionor agrees to grant Optionee, its consultants, agents, employees, contractors, subcontractors, surveyors and/or invitees (each, an "Optionee Party" and, collectively, the "Optionee Parties") such access to the Optioned Property as is reasonably necessary for Optionee to investigate the condition of the premises; provided, however, that Optionee's rights hereunder shall not preclude use of the Optioned Premises for any purposes deemed necessary or desirable by the Optionor that does not unreasonably interfere with the ability of the Optionee Parties to conduct such investigations. Optionee shall give Optionor at least two (2) business days' notice of any requested access to the Optioned Premises. Optionee, to the fullest extent provided by law, shall defend, indemnify and hold Optionor and its manager, councilors, officers, employees, agents, other representatives, successors and assigns (collectively, "Indemnitees") harmless from any and all injury, loss, claim, damage, liability and expense including reasonable attorney fees) in connection with the loss of life, property damage, personal injury or other loss or damage arising from, related to or in connection with the presence of any Optionee Party on the Property.
- (c) Title Insurance. Optionee may, at its sole expense, purchase an ALTA owner's policy of title insurance (or comparable policy) from a title insurer licensed to do business in the State of Maine (the "Title Company") insuring that title to the Property is vested in Optionee at Closing, subject only to the matters described in Section 6 herein. If Optionee so elects, Optionor shall furnish whatever documents or evidence will be reasonably required by the Title Company in order to issue coverage satisfactory to Optionee, including affidavits relating to parties in possession, mechanics' liens, and other matters and documentation regarding the authority of signatories.
- (d) Title Review. Optionee, at its own expense, may order a current title report on the Property (the "Title Commitment"). During the Option Term, Optionee shall notify Optionor of either (i) any exceptions in the Title Commitment, in addition to any standard

exceptions and/or monetary liens (other than the non-delinquent lien for ad valorem taxes), which are unacceptable to Optionee (collectively, those title exceptions contained in the Title Commitment which are not objected to by Optionee shall constitute the “Permitted Encumbrances”), or (ii) Optionee’s satisfaction with its title investigations (in either case, the “Title Notice”). Thereafter, except as provided in the following paragraph, Optionor shall use its best efforts to assure the removal of any such objectionable exceptions by Closing. In the event that all such objectionable exceptions have not been removed by Closing, the terms of Section 13(a) herein shall govern.

Notwithstanding anything to the contrary contained in the preceding paragraph, if Optionor elects not to remove any exceptions to which Optionee has objected, Optionor shall so notify Optionee in writing no later than ten (10) business days after receiving the Title Notice in which case Optionor shall have no obligation to remove such exceptions. No later than ten (10) business days following Optionee’s receipt of such written response from Optionor, Optionee may elect to either (i) terminate this Agreement upon written notice to Optionor, in which event the Option Consideration promptly shall be returned to Optionee and the parties shall have no further obligations under this Agreement except for those obligations which expressly survive the termination of the Agreement, or (ii) proceed with the purchase of the Property with no reduction in the Purchase Price, in which case the applicable title exceptions objected to by Optionee in the Title Notice shall become Permitted Encumbrances.

Notwithstanding anything to the contrary set forth herein, and regardless of whether such liens are referenced in the Title Notice, Optionor covenants and agrees to ensure that any and all monetary liens on all or any portion of the Property and created by virtue of any act on the part of Optionor (other than a non-delinquent lien for ad valorem taxes) are satisfied and discharged in full at or before Closing.

- (e) Survey Review. Optionee may engage a surveyor licensed to do business in the State of Maine to prepare a land title survey plan (the “Survey”). During the Option Term, Optionee shall notify Optionor in writing of either (i) any encroachments or other matters noted on the Survey, which are unacceptable to Optionee (collectively, any matters shown on the Survey which are not objected to by Optionee shall constitute the “Permitted Survey Matters”), or (ii) Optionee’s satisfaction with the Survey (in either case, the “Survey Notice”). Thereafter, except as provided in the following paragraph, Optionor shall use its best efforts to assure

the removal and/or remedy of any such objectionable encroachments or other matters by Closing. In the event that all such objectionable encroachments or other matters have not been cured and/or removed by Closing, the terms of Section 13(a) herein shall govern.

Notwithstanding anything to the contrary contained in the preceding paragraph, if Optionor elects not to remove and/or remedy any encroachments or other matters to which Optionee has objected, Optionor shall so notify Optionee in writing no later than ten (10) business days after receiving the Survey Notice, in which case Optionor shall have no obligation to remove any such objectionable encroachments or other matters. No later than ten (10) business days following Optionee's receipt of such written response from Optionor, Optionee may elect to either (i) terminate this Agreement upon written notice to Optionor, in which event the Option Consideration promptly shall be returned to Optionee and the parties shall have no further obligations under this Agreement except for those obligations which expressly survive the termination of the Agreement, or (ii) proceed with the purchase of the Property with no reduction in the Purchase Price, in which case the applicable encroachments or other matters objected to by Optionee in the Survey Notice shall become Permitted Survey Matters.

- (f) Physical and/or Environmental Condition Review. During the Option Term, Optionee shall notify Optionor in writing of either (i) any physical and/or environmental conditions at, on or under the Property which are unacceptable to Optionee, or (ii) Optionee's satisfaction with its investigations with respect to the physical and/or environmental conditions at, on or under the Property (in either case, the "Property Condition Notice"). In the event Optionee provides a Property Condition Notice that identifies physical or environmental conditions that are unacceptable to Optionee pursuant to subsection (i) of this paragraph (f), Optionor and Optionee shall meet and confer to discuss the physical or environmental condition of the Option Property that is unacceptable to the Optionee, and the parties shall use their reasonable efforts to resolve the unacceptable condition or to apportion the costs for resolving the same among them. In the event the parties are unable to agree on a resolution of the Property Condition Notice within 45 days of the Optionor's receipt thereof, the Optionee may cancel this Option Agreement and the Optionor shall refund the Option Consideration and any Additional Option Consideration it has been paid by the Optionee hereunder.

- (g) Permits. Optionee shall have the right throughout the Option Term to take any and all actions which Optionee, in Optionee's sole discretion, deems necessary or appropriate to enable Optionee to obtain all governmental permits or approvals required to construct and develop the Project. Without limiting the scope of the foregoing, Optionee's rights include, without limitation, the right to file, in Optionee's name and for Optionee's sole benefit, zoning approvals, variances, changes or other appropriate relief, environmental or other related approvals. Optionor agrees to execute and deliver to Optionee any and all instruments as Optionee may request and otherwise to cooperate (at no cost to Optionor) with Optionee in connection with the exercise of its rights pursuant to this Section 9(g).

10. **Optionor's Covenants**. Optionor covenants and agrees as follows:

- (a) From the Effective Date through the Closing Date, Optionor shall not make, permit or allow to be made any leases, contracts, options or agreements whatsoever adversely affecting the Property, nor shall Optionor cause or knowingly permit any lien, encumbrance, mortgage, right, restriction or easement to be placed upon or created with respect to the Property, except with the written consent of Optionee.
- (b) From the Effective Date through the Closing Date, Optionor shall not remove, knowingly permit or suffer the removal of any vegetation, soil or minerals from the Property or disturb or knowingly suffer the disturbance of the existing contours and/or other natural features of the land and/or the reservoirs contained therein in any way whatsoever, except with the written consent of Optionee, or in a fashion that would constitute an exercise of the easement rights reserved to Optionor had the Property been conveyed to Optionor.
- (c) From the Effective Date through the Closing Date, Optionor shall not cause or knowingly permit any dumping or depositing of any materials on the Property, including, without limitation, garbage, construction debris or solid or liquid wastes of any kind.
- (d) From the Effective Date through the Closing Date, Optionor shall not cause, knowingly permit or suffer any default beyond the applicable cure period under any mortgage or deed of trust covering the Property, or cause or knowingly permit the foreclosure of any other lien affecting the Property.

Optionor shall promptly cure, at Optionor's sole cost and expense, each and every breach or default of any covenant set forth in this paragraph upon receipt of notice thereof by Optionee.

In the event that Optionor fails to cure promptly each and every such breach, the terms of Section 13(a) herein shall govern.

11. **Optionor's Representations and Warranties.** Optionor hereby makes the following representations and warranties to Optionee:

- (a) Optionor has full power and authority to enter into this Agreement (and the person(s) signing this Agreement for Optionor has full power and authority to sign for such entity and to bind it to this Agreement) and to sell, convey and transfer the Property in accordance with this Agreement.
- (b) Optionor has record title to the Property.
- (c) To the best of Optionor's knowledge, there is no suit, action, arbitration, or legal, administrative or other proceeding or injury pending or threatened against the Property or any portion thereof or pending or threatened against Optionor which could affect Optionor's title to the Property or any portion thereof, affect the value of the Property, or any portion thereof, or subject an owner of the Property, or any portion thereof to liability.
- (d) Optionor shall be the sole party in possession of the Property at Closing.
- (e) There are no leases, licenses, permits, options, rights of first refusal or other agreements, oral or written, which affect the Property or any portion thereof, other than matters of record in the Androscoggin County Registry of Deeds.
- (f) To the best of Optionor's knowledge, there are no intended public improvements or private rights, which will result in the creation of any lien upon the Property or any portion thereof.
- (g) Optionor has not received any written notice of any sort of alleged violation of any applicable laws, statutes, orders, rules, regulations and requirements promulgated by governmental or other authorities relating to the Property.
- (h) To the best of Optionor's knowledge, there are no actual or impending mechanics liens against the Property or any portion thereof.
- (i) There are no taxes or other assessments other than ordinary real estate taxes pending or payable against the Property.
- (j) Neither Optionor's execution and delivery of this Agreement nor Optionor's performance of its obligations hereunder constitute a

breach or default under any agreement to which Optionor is bound and/or to which the Property is subject.

Each of the above representations is material and is relied upon by Optionee. Except insofar as Optionor has advised Optionee in writing to the contrary, each of the above representations shall be deemed to have been made as of the Closing and shall survive the Closing. At the Closing, if Optionee so requests, Optionor shall deliver to Optionee a certificate in a form reasonably satisfactory to Optionee's counsel stating that each of the above representations is true and correct as of the Closing. If, before the Closing, Optionor discovers any information or facts that would materially change the foregoing warranties and representations, Optionor shall immediately give notice to Optionee of those facts and information. If one or more of Optionor's representations and/or warranties are not true as of the Closing, the terms of Section 13(a) herein shall govern.

12. **Optionee's Representations and Warranties.** Optionee hereby makes the following representations and warranties to Optionor:

- (a) Optionee has full power and authority to enter into this Agreement (and the person(s) signing this Agreement for Optionee, if Optionee is not an individual, have full power and authority to sign for Optionee and to bind it to this Agreement).
- (b) Neither the execution and delivery of the Agreement nor Optionee's performance of its obligations hereunder will constitute a breach or default under any agreement to which Optionee is bound.
- (e) There are no suits, legal proceedings or investigations of any nature pending or, to Optionee's knowledge, threatened against Optionee or affecting Optionee that would impair Optionee's ability to perform its obligations under this Agreement.

Each of the above representations is material and is relied upon by Optionor. Except insofar as Optionee has advised Optionor in writing to the contrary, each of the above representations shall be deemed to have been made as of the Closing and shall survive the Closing. At the Closing, if Optionor so requests, Optionee shall deliver to Optionor a certificate in a form reasonably satisfactory to Optionor's counsel stating that each of the above representations is true and correct as of the Closing. If, before the Closing, Optionee discovers any information or facts that would materially change the foregoing warranties and representations, Optionee shall immediately give notice to Optionor of those facts and information. If one or more of Optionee's representations and/or warranties are not true as of the Closing, the terms of Section 13(b) herein shall govern.

13. **Remedies.**

- (a) **Optionor's Failure to Perform.** In the event Optionor fails to perform any of Optionor's obligations under this Agreement (other than as a result of a default by Optionee and/or of Optionor's

timely exercise of a termination right available to it hereunder), Optionee shall (a) have the right to terminate this Agreement upon written notice to Optionor, in which event Optionor shall return the Option Consideration to Optionee and the parties shall have no further obligations under this Agreement except for those obligations which expressly survive the termination of the Agreement, or (b) the right of specific performance.

- (b) Optionee's Failure to Perform. In the event Optionee fails to perform any of Optionee's obligations under this Agreement (other than as a result of a default by Optionor and/or of Optionee's timely exercise of a termination right available to it hereunder), Optionor, as its sole and exclusive remedy, shall have the right to terminate this Agreement upon written notice to Optionee, in which event Optionor shall retain the Option Consideration and the parties shall have no further obligations under this Agreement except for those obligations which expressly survive the termination of the Agreement. Without limiting the generality of the preceding sentence, the parties expressly acknowledge that, once Optionee, at its sole election, has exercised the Option hereunder, Optionor has no adequate remedy at law in the event of Optionee's failure to fulfill its obligations hereunder to purchase the Property because it is impossible to compute exactly the damages that would accrue to Optionor in such event. The parties have therefore taken these facts into account and hereby agree that: (i) the amount of the Option Consideration is the best pre-estimate of such damages which would accrue to Optionor; (ii) said amount represents damages and not any penalty against Optionee; and (iii) if Optionee shall fail to fulfill Optionee's said obligations (other than as a result of a default by Optionor and/or of Optionee's timely exercise of a termination right available to it hereunder), Optionor shall retain the Option Consideration as its full and liquidated damages as its sole remedy in lieu of all other rights and remedies which Optionor may have against Optionee at law or in equity for such failure.

14. **Possession.** Possession of the Property shall be delivered at Closing free and clear of the rights or claims of any other party, except for the Permitted Encumbrances, and in substantially the same condition as of the date of the Agreement except as otherwise set forth herein; provided, however, that Optionor, at Optionor's sole expense, shall remove any and all personal property, trash, debris and similar materials (excluding structures) from the Property prior to Closing. Any personal property and/or equipment which remain on the Property following the Closing shall be deemed conclusively to have been abandoned by Optionor, and either may be retained by Optionee as its property or may be disposed of in such manner as Optionee may see fit.

15. **Casualty.** In the event that all or any portion of the Property is damaged by fire or other casualty prior to Closing, Optionor shall promptly notify Optionee in writing of the nature and scope of the damage (each, a "Casualty Notice"), and Optionee shall have the right to elect, upon written notice to Optionor within ten (10) business days of its receipt of a Casualty Notice, either (i) to terminate this Agreement, in which event the Option Consideration promptly shall be returned to Optionee and the parties shall have no further obligations under this Agreement except for those obligations which expressly survive the termination of the Agreement, or (ii) to proceed with the Closing.

16. **Condemnation.** In the event of the taking of all or any part of the Property by eminent domain proceedings, or the commencement of such proceedings prior to Closing, Optionor shall promptly notify Optionee in writing of such proceedings (each, a "Condemnation Notice"), and Optionee may, at its sole discretion, elect to either (i) terminate this Agreement by written notice to Optionor, in which event the Option Consideration promptly shall be returned to Optionee and the parties shall have no further obligations under this Agreement except for those obligations which expressly survive the termination of the Agreement, or (ii) proceed to Closing with the Purchase Price adjusted to reflect the resultant loss of the applicable portion of the Property, which adjustment shall be determined by appraisal in the event the parties are unable to agree. Optionor shall notify Optionee in writing of any eminent domain proceedings affecting the Property within five (5) business days after Optionor learns of such proceedings.

17. **Prorations and Fees.** Since there are no current real property taxes on the Property there shall be no tax proration.

Optionor agrees to pay (i) the recording costs with respect to any instruments necessary to release monetary liens against the Property (other than nondelinquent liens for real property taxes, water and sewer charges, municipal betterments and/or special assessments), and (ii) any and all real property transfer taxes owed by the transferor in connection with the conveyance of the Property to Optionee or Optionee's designee, if any are statutorily required.

Optionee agrees to pay (i) recording costs with respect to the Deed, (ii) any and all real property transfer taxes owed by the transferee in connection with the conveyance of the Property to Optionee or Optionee's designee, if any are statutorily required, and (iii) any and all costs associated with Optionee's title policy, if any.

Other fees and charges shall be allocated in accordance with the customary practice of the county in which the Property is located.

18. **No Broker's Commission.** Each party represents to the other that it has not used and will not use a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person asserts a claim for a broker's commission, finder's fee and/or similar fee against one of the parties to this Agreement in connection with the transaction contemplated in this Agreement, the party on account of whose actions the claim is asserted will indemnify and hold the other party harmless from and against said claim. The provisions of this Section 18 shall survive Closing or any earlier termination of this Agreement.

19. **Notices.** All notices shall be in writing and addressed, as applicable, to the addresses set forth in the recitals to this Agreement. Any written notice permitted or required hereunder shall be deemed received on (i) the day on which it was personally delivered, (ii) the day on which it was transmitted by confirmed facsimile, (iii) the day it was sent by a nationally recognized overnight courier service, or (iv) the day it was mailed at a U.S. post office by certified mail, return receipt requested.

20. **Additional Documents.** Optionor and Optionee agree to execute and/or deliver affidavits customarily required for the issuing of title insurance (including, but not limited to, affidavits relating to parties in possession and mechanics' liens), affidavits relating to residency status and tax withholdings, evidence of entity authority, and any such additional documents as may be reasonable and necessary to carry out the provisions of this Agreement.

21. **Assignment.** Neither Optionor nor Optionee shall assign, transfer and/or convey its interest in this Agreement without the other party's prior written consent, which may be withheld at such party's sole discretion. Notwithstanding the foregoing, however, Optionee may assign its interest in this Agreement without Optionor's consent to any affiliate controlled by the Optionee. Upon any such assignment, the assignee shall have all the rights and obligations of Optionee hereunder and Optionee shall thereupon, automatically and without the execution of further instruments or documents, be relieved and released of and from all of the obligations hereunder.

23. **Binding Effect/Severability.** The provisions of this Agreement shall be binding upon and inure to the benefit of Optionor and Optionee and their respective successors and assigns. If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law and the parties shall work together in good faith to agree upon a substituted term as near in substance as may be valid and enforceable that will preserve the basic purpose and intent of this Agreement.

24. **Attorney Fees.** In the event suit or action is instituted to enforce or interpret any of the terms of this Agreement, or of any document required hereby, or to enforce any right arising out of or in any way connected with this Agreement, or any document required hereby, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudge reasonable as attorney fees both at trial and on appeal of such suit or action, in addition to all other sums provided by law, including reasonable and necessary expert witness fees.

25. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without reference to conflict of law principles.

26. **Captions.** The Section headings in this Agreement are used in this Agreement only for convenience and shall not be used to limit or affect any provisions of this Agreement.

27. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between Optionor and Optionee pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. This Agreement shall be construed without regard to any presumption or other rule requiring

construction against the party causing this Agreement to be drafted. No supplement, modification, waiver or amendment of this Agreement shall be binding unless specific and in writing executed by the party against whom such supplement, modification, waiver or amendment is sought to be enforced. No delay, forbearance or neglect in the enforcement of any of the conditions of this Agreement or any rights or remedies hereunder shall constitute or be construed as a waiver thereof. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

28. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission or by email, with the intention that such signature and delivery shall have the same effect as an original signature and actual delivery.

29. **Confidentiality.** Except to the extent required by the Freedom of Access Act (Public Right to Know Law), the parties hereto agree that the terms of this Agreement shall remain confidential, and that copies of this Agreement, or the contents thereof, shall not be provided to anyone other than the parties, their respective attorneys, employees or representatives.

30. **Time is of the Essence; Effect of Holidays, Weekends on Times for Performance.** Time is of the essence in this Agreement. Notwithstanding the foregoing, however, if any actions of Optionor or Optionee under this Agreement are to take place on a Saturday, Sunday, national holiday, state holiday observed in the State of Maine, or bank holiday observed in the State of Maine, the date for performance will be on the next business day following such Saturday, Sunday, national holiday, state holiday or bank holiday.

31. **Conveyances by Optionor.** Optionor shall be prohibited from selling, transferring and/or conveying any or all of its interest in the Property to a third party during the Option Term without Optionee's prior written consent, which consent may be withheld, conditioned and/or delayed at Optionee's sole discretion.

IN WITNESS WHEREOF, the parties have executed this instrument on the date written above.

OPTIONOR:

CITY OF LEWISTON

By: _____
Edward A. Barrett, City Administrator

OPTIONEE:

ANDROSCOGGIN SAVINGS BANK

By: _____

Paul H. Andersen, President

EXHIBIT A



EXHIBIT B
MEMORANDUM OF OPTION

This shall serve as notice to all parties of the existence of a certain Option Agreement, as set forth herein.

1. The name of the Optionor is CITY OF LEWISTON, a municipal corporation located in Androscoggin County, Maine with an address of 27 Pine Street, Lewiston, Maine 04240.
2. The name of the Optionee is ANDROSCOGGIN SAVINGS BANK, a Maine banking corporation with an address of 30 Lisbon Street, Lewiston, Maine 04240.
3. The effective date of the Option Agreement is _____, 2016.
4. The real property located in Lewiston, Androscoggin County, Maine, and subject to the option granted in the Option Agreement is generally depicted as the northwesterly corner of Lot 152 on Tax Map 207 attached hereto and incorporated herein by reference as Exhibit A.
5. The initial term of the option granted in the Option Agreement commences on _____, 2016, and, if all extension rights are exercised, expires on _____, 2017.

This instrument, being intended to be a Memorandum of Option executed for the purpose of giving constructive notice of said Option Agreement, is not intended to affect in any way the rights and obligations of the parties to said Option Agreement.

IN WITNESS WHEREOF, the Optionor has executed this Memorandum of Option on this _____ day of _____, 2016.

OPTIONOR:

CITY OF LEWISTON

By: _____

Its _____

Name typed/printed: _____

STATE OF MAINE
ANDROSCOGGIN, ss

On this ___ day of _____, 2016, then personally appeared before me the above-named _____ in his capacity as _____ of the City of Lewiston, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in said capacity.

Notary Public/Attorney-at-Law

Name typed/printed: _____

My commission expires: _____



CITY OF LEWISTON

Department of Planning & Code Enforcement

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

From: David Hediger

Date: May 12, 2016

Subject: Planning Board Action

The Planning Board took the following action at their meeting held on May 9, 2016 regarding the disposition of a portion of 16 Lincoln Street located at the corner of Main and Mill Streets.

The following motion was made:

MOTION: by **Pauline Gudas** pursuant to Article VII, Section 4(h) of the Zoning and Land Use Code to send a favorable recommendation to the City Council for the disposition of a portion of 16 Lincoln Street located at the corner of Main and Mill Streets. Second by **Paul Madore**.

VOTED: 7-0 (Passed)

Note: Pursuant to Article VII, Section 4(h) of the Zoning and Land Use Code, the Planning Board shall review and make a recommendation to the city council with regard to the acquisition and disposition of all public ways, lands, buildings and other municipal facilities.

The Board was very supportive of Androscoggin Bank's plans for the site. They were pleased that it is proposed to be a multi-story structure with numerous bank operations and not limited to a branch with tellers and ATM and that they would be maintaining their operations on Lisbon Street. The Board also noted that this development, along with the potential for Mill 5 and Island Point, will make planning for additional traffic in this area challenging.

c: Ed Barrett, City Administrator
Planning Board Members

LEWISTON CITY COUNCIL
MEETING OF MAY 17, 2016

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 4

SUBJECT:

Resolve approving the establishment of a 2016 Farmer's Market Festival Zone.

INFORMATION:

The Lewiston Farmer's Market has been operating their market on Sundays in the city parking lot at Main Street and Lincoln Street since 2011 and this has been an extremely successful venture for them. The market organizers have requested that a perimeter be designated as a Festival Zone under the Special Events Policy, which would allow them to control the vendors within the market area. The City usually designates a festival zone for such large events as the Balloon Festival, Liberty Festival and so forth. Designation of the zone will require any licensed vendor doing business on any city property to receive permission from the Market organizers in order to sell their products with the zone area.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/KMM

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Resolve approving the establishment of a 2016 Farmer's Market Festival Zone.



COUNCIL RESOLVE

Resolve, Approving the Establishment of a 2016 Farmers Market Festival Zone.

Whereas, the Farmers Market has a long, successful history as a City Council approved Special Event in the City; and

Whereas, the Farmers Market has provided new and important opportunities for area residents to easily access nutritious and fresh produce, meats, and other local and Maine-made products; and

Whereas, the establishment of a Festival Zone for the Farmers Market meets the conditions of the Special Events policy and will reflect those conditions under which Festival Zones for such events as the Great Falls Balloon Festival have been approved by the City Council;

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

The Farmers Market Festival Zone, as outlined in the amended FY 2017 Farmers Market Application and the City Council memo dated May 17, 2016, be approved for calendar year 2016.



The Office of
Deputy City Administrator
Phil Nadeau
MEMORANDUM

TO: Mayor and City Council
FR: Phil Nadeau
CC:
RE: Lewiston Farmers' Market Festival Zone Designation
DT: 5.17.16

The St. Mary's Nutrition Center has requested on behalf of the Lewiston Farmers' Market that a perimeter be designated as a Festival Zone under the provisions of the Special Events Policy. Designation of the zone will require any licensed vendor (unlicensed vendors cannot operate either on public or private land) doing business on any City owned property to receive permission from the St. Mary's Nutrition Center and the membership of the Lewiston Farmers' Market in order to sell their products specifically on those dates in which the Lewiston Farmers' Market is operating (every Sunday from May through October of each year).

It should be noted that the establishment of a Festival Zone does not prohibit licensed vendors from operating legally on any privately owned property in the zone area.

Such zone designations are already provided to the Great Falls Balloon Festival, the Liberty Festival and the Dempsey Challenge as a policy requirement. The St. Mary's Nutrition Center will make application for the festival zone designation each year on behalf of the Lewiston Farmers' Market.

A map of the designated area is enclosed with this memo. I recommend that the City Council approve the request.

SEE ENCLOSED MAP OF FARMERS MARKET FESTIVAL ZONE AREA



LEWISTON CITY COUNCIL
MEETING OF MAY 17, 2016

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 5

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.



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 \$10,875.00, or any portion thereof, in the case of the State of Maine vs. Tasha Marie Perry, CR-16-387 Court Records, being funds forfeited pursuant to the court process. It is further acknowledged that these funds shall be credited to the 'City of Lewiston Drug Enforcement Program' account.

STATE OF MAINE
Androscoggin, ss

SUPERIOR COURT
Criminal Action
Docket No. CR-16-387

State of Maine	}	
	}	
v.	}	Municipality of Lewiston
	}	Approval of Transfer
Tasha Marie Perry	}	15 M.R.S.A. §5824(3) & §5822(4)(A)
Defendant;	}	
	}	
And	}	
	}	
\$10,875.00 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 (\$5,437.50), 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 MAY 17, 2016

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 9

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.