

**CITY OF LEWISTON
PLANNING BOARD MEETING**
Monday, February 6, 2017 – 5:30 P.M.
City Council Chambers – First Floor
Lewiston City Building
27 Pine Street, Lewiston, ME

AGENDA

I. ROLL CALL

II. ADJUSTMENTS TO THE AGENDA

III. CORRESPONDENCE

IV. PUBLIC HEARINGS:

A recommendation from the Planning Board for the City Council's consideration on the FY 2018 Lewiston Capital Improvement Plan

V. READING OF THE MINUTES: Motion to adopt the January 23, 2017 and January 30, 2017 draft minutes

VI. ADJOURNMENT



CITY OF LEWISTON

Department of Planning & Code Enforcement

TO: Planning Board
FROM: David Hediger, City Planner
DATE: February 3, 2017
RE: February 6, 2017 Planning Board Agenda Item IV(a)

A recommendation from the Planning Board for the City Council's consideration on the FY 2018 Lewiston Capital Improvement Plan.

As the Board is aware, the Charter and the Zoning and Land Use Code require the Board to review and provide a recommendation on Lewiston's Capital Improvement Plan (LCIP). Specifically, Section 6.05. of the City Charter states the following:

- (a) Submission to council. The administrator shall each year prepare and submit to the council a five-year capital program, including the capital program proposed for the school department, at least five and one-half (5 1/2) months prior to the end of the current fiscal year. The administrator shall concurrently refer the capital program to the planning board for its review.
- (c) Planning board review. The planning board shall review the proposed capital program each year, and following public hearing thereon, shall forward its recommendations to the city council at least four and one-half (4 1/2) months prior to the end of the current fiscal year.

Article VII, Section 4(e) of the Zoning and Land Use Code states:

The board shall review the annual capital program and report to the city council in accordance with Section 6.05 of the City Charter its findings regarding the needs of the city for the improvement, replacement and alteration of existing facilities and the acquisition or construction of additional facilities and the order in which such projects should be undertaken. The board shall hold at least one public hearing prior to making its recommendations to the city council.

Planning Board members have been provided a copy of the plan. It may also be viewed at <http://www.ci.lewiston.me.us/Archive.aspx?AMID=39&Type=Recent>

In anticipation of the public hearing, staff asked the Board for any questions or concerns they may have in effort to provided department heads the opportunity to respond. At this time, the following responses have been provided:

- Page 3: Authorized, Unissued debt: what does this consist of? How much is tied to which past school projects?

Post FY16 Bond

Sale

Authorized Unissued

<i>Bates Mill Guarantee Bonds</i>	4,080,000
FY14	
<i>Mill 5</i>	2,500,000
<i>Artificial Turf</i>	187,000
<i>Artificial Turf</i>	187,000
<i>Track Resurfacing</i>	50,000
<i>Track Resurfacing</i>	50,000
	<hr/>
	2,974,000

FY2017

<i>Airport Landside Terminal Parking Lot</i>	350,000
<i>Radio Replacement Project</i>	500,000
<i>Riverfront Island Implementation</i>	200,000
<i>Wayfinding /Interpretive/Promotional Signage</i>	50,000
<i>BLDG 1 Chestnut St. Garage Membrane</i>	
<i>Maintenance</i>	200,000
<i>BLDG 2 Parking Study & Meter Replacement</i>	
<i>Program</i>	130,000
<i>BLDG 3 Fire Substation Evaluation Study</i>	120,000
<i>Street Maintenance</i>	910,000
<i>Road Rehabilitation</i>	740,000
<i>Replace Mercury Street Lighting</i>	395,000
<i>Solid Waste Security System</i>	75,000
<i>Lionel Potvin Park - Playground Equipment</i>	
<i>Replacement</i>	103,000
<i>Municipal Garage Vehicle & Equipment</i>	
<i>Replacement</i>	792,000
	<hr/>
Total General Fund Projects	4,565,000
<i>LHS Telephone Upgrade and Switch Replacement</i>	100,000
<i>LHS Chromebooks</i>	389,000
<i>Library Air Conditioning Project</i>	200,000
<i>Armory Renovation for Alternative Education</i>	
<i>Expansion</i>	100,000
<i>Parking and Sidewalk Paving</i>	90,000
<i>New Elementary School Construction</i>	236,526
	<hr/>
Total School Projects	1,115,526
<i>Distribution Water Main</i>	
<i>Replacement/Rehabilitation</i>	2,071,500
<i>Redundant Transmission Main Installation</i>	700,000
	<hr/>

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
New School Construction	49,749,244
New School Gym, Turf & Air Conditioning	2,151,360
	51,900,604
	71,149,130
<i>less G. Bonds</i>	67,069,130

- Related to the unreserved balance (in light of the recent request for the replacement pumper), what amount of bonds has been issued and what has not been used.
 - *This question mixes funding sources. Unreserved fund balance is available funds from the general fund's operations working within the fund balance policy. Prior to the pumper appropriation, the City's fund balance coverage was 13.46%. After the appropriation, the coverage is reduced to 12.96%, still exceeding the policy range of 8%-12%. All bonds have been issued with the exception of what's noted below. Those are dedicated funds to be used as appropriated until the project is completed. With the recent appropriation of surplus funds to purchase the Hudson Bus Station parcel, available surplus funds are minimal at this time.*
- Page 7: A lot of concern about exceeding the 80% authorized debt limit.
 - *Understood*
- Pages 13-19: Airport funding, do we continue to contribute even if Auburn doesn't?
 - *No, we either place the project on hold or fund the whole project and the airport pays the debt service of which Auburn pays 50%.*
- Page 25: might this number be reduced given the decrease in demolitions and the amount of funds replenishing the account from the owners of the demolished structures?
 - *This amount is evaluated closer to the Council authorization and the recommendation by the Administrator may include a reduced amount similar to what was done for the FY17 budget.*

- Page 28: A lot of concern about the parking garage for various reasons: not needed at this time; put off until FY2019; make the developer pay for parking; concerns with the new garage not counting toward the original Platz parking agreement; suggestion of calling up the bond of \$4.6 owed to Platz if we do not construct garages; LCIP does not factor in additional funds to meet the Platz contract; what properties would be owed to Platz if the City does not provide spaces; recognize the need for the item to go to referendum and if so, should be held during a regular election event (i.e. November). More specifics needed as to what issues may arise if this item/the parking garage is delayed to FY19. Request that a copy of the Bates Mill agreement be provided, in reference to the parking agreement.
 - *Attached is a copy of the parking agreement with Bates Mill LLC.*
- Page 30: are any of these camera improvements included for Kennedy Park (i.e. monitoring the bandstand)?
 - *Not at this time.*
- Pages 31-38: no specifics provided, but a request made for more details on LFD improvements.
- Page 52: Question about how and why specific roads are determined to be resurfaced.
 - *A pavement management survey was completed in February 2016 identifying priority streets for the city. The report may be viewed at <http://www.lewistonmaine.gov/DocumentCenter/View/6297>*
- Page 64: more information on implementation of Kennedy Park: what improvements are being proposed and when? Is it worth it given issues with vandalism? Costs seem very high? What's being done to protect investments?
 - *A detailed cost estimate is included in the LCIP write-up on pages 66-70. The proposed FY2018 project estimate is broken down into Site Preparation, Hardscape, Amenities and Plantings. There were additional cameras added to the park by the police department and they are using them to protect City property and for law enforcement.*
- Page 75: which vehicles are in urgent need for replacement and which ones are "wish-list" items?
 - *A detailed and prioritized listing of the equipment requested to be replaced in FY2018 is included in the LCIP on pages 76-77. The explanation box for each piece of equipment identifies the reasons the equipment needs to be replaced. None of the equipment requested for replacement are wish list items. Everyone one of them has a valid reason for needing to be replaced. If there are specific questions on any individual pieces of equipment, we will be happy to provide any additional information requested.*
- Last year the LCIP had a request to replace parking meters with digital meters. What's the status of this?
 - *The project was funded and will be out to bid by the end of the year.*
- Page 115:
 - More clarification is needed on the authorized and unissued debt as noted on this page. The total on the bottom of the page does not include FY15; why?
 - *FY15 has been sold.*
 - Why do the debt numbers differ each year (i.e. 2014 debt in FY18 LCIP is different from the FY14 debt noted in FY17 LCIP).

- *Because additional projects were sold with the last bond sale and these are the remaining projects.*
- Clarify the note regarding \$4 million guarantee bond to Bates Mill LLC and the reference to which “we never intend to sell”.
 - *It's the City's intent at this time to satisfy the parking agreement language and/or modify it as such that it would not trigger the need to issue these bonds.*

At this time, the Board is being asked to provide the City Council a favorable recommendation for adoption of the FY 2018 Lewiston Capital Improvement Program.

ACTIONS NECESSARY:

Make a motion pursuant to Article VII, Section 4(e) of the Zoning and Land Use Code to send a favorable recommendation for the City Council’s consideration the adoption of the FY 2018 Lewiston Capital Improvement Program (and if necessary, subject to any concerns raised by the Planning Board).

PARKING AGREEMENT

This Parking Agreement is made this 26th day of August, 2004 by and between the City of Lewiston, a body politic located in Androscoggin County, Lewiston, Maine ("City"), and Bates Mill Limited Liability Company ("BM LLC"), Maine limited liability company, Mills 3 & 6 Development Co., LLC ("Dev. Co."), a Maine limited liability company (BM LLC and Dev. Co. collectively the "Developer") and Platz Associates ("Designer") pursuant to the Acquisition Agreement, dated December 16, 2003, between the City and Developer ("Acquisition Agreement").

1. This Agreement supersedes all prior rights and obligations of the City and Developer under any prior agreements regarding parking, except that those obligations set forth in Section III, paragraphs J and K of the Acquisition Agreement dated May 31, 2001, shall continue to be an obligation of the City, subject to all rights of Developer, but shall be incorporated herein for all other purposes of this Agreement.

2. The City shall provide for an aggregate number of two thousand forty (2,040) public parking spaces that will be available for the exclusive use of Developer's tenants and guests on the property owned by Developer and known as the Bates Mill, including Lots 1, 2, 3 and 5 and Mill Building Numbers 1, 1 Wing, 2, 2 Wing, 2 Storehouse, 3, 6, and 7, located in Lewiston, Maine (the "Mill Buildings"). The City has provided one hundred ninety (190) spaces that shall be allocated to the Mill Buildings as set forth in Schedule 1, attached hereto and incorporated herein. The City shall provide Future Parking Spaces in the aggregate amount of one thousand eight hundred fifty (1,850) ("New Parking Spaces") that shall be allocated to the Mill Buildings as set forth in Schedule 1. For purposes of this Agreement, "Future Parking Spaces" means all public parking spaces developed in the Parking Locations, defined in Paragraph 3 hereof, subsequent to October 1, 2003.

3. The Future Parking Spaces shall be located in any of the areas depicted in Schedule 2, attached hereto and incorporated herein, or at a site within two-hundred (200) feet of the property line thereof, provided that such site is closer to the Mill Buildings than the distance of such property line to the Mill Buildings and approved by Developer ("Parking Locations"). No less than eighty percent (80 %) of the Future Parking Spaces shall be located in Area 1, no more than fifteen percent (15 %) of the Future Parking Spaces shall be located in Area 2, and no more than five percent (5 %) of the Future Parking Spaces shall be located in Area 3. The schedule for construction phasing for the parking facilities is set forth in Schedule 4. The locations for the parking facilities in Schedule 4 may change provided that such facilities are located in accordance with the terms of this Agreement. Developer may adjust the schedule, subject to the City's consent, which shall not be unreasonably withheld, delayed or conditioned, and which shall be based upon the Developer's Tenant's requirements.

4. The City shall hire Designer to design the parking facilities (decks, and/or garages) required under this Agreement pursuant to a long-term contract based upon the pricing formula described in Schedule 3.

5. The City shall construct, at its own cost and expense, a deck of approximately eighty (80) spaces on Lot 5, which is the deck to Mill No. 7 and is owned by the Developer ("First New Parking"). The First New Parking shall be built within one (1) year after approval of the construction plans by the City of the First New Parking which approval shall not be

unreasonably withheld, delayed or conditioned. The Developer shall own the First New Parking and maintain the same at its expense.

6. The City shall provide Future Parking Spaces, in addition to First New Parking, upon receipt of a written notice ("New Renovated Space Notice") from Developer that it is commencing renovation work of space in one of the Mill Buildings that the Developer has not previously renovated. The New Renovated Space Notice shall contain a description of the Mill Building and the square footage of the space to be renovated and the anticipated date of completion for such renovation ("New Renovated Space"). The Developer shall complete the renovation of the space described in the New Renovated Space Notice as required therein. If the Developer fails to complete the renovation within the time set forth in the New Renovated Space Notice, the City shall have no further obligation to complete Future Parking Spaces until the renovation to such space has been completed. Pursuant to the terms of Sections 11.1 or 11.2 of the Acquisition Agreement, which are incorporated herein by reference, the City will have no obligation to perform under this Agreement during a continuing material default by the Developer under the Acquisition Agreement and the City may terminate its obligations under this Agreement by written notice to the Developer if the Developer has not cured a default of the Acquisition Agreement within two (2) years of a notice of default. Notwithstanding the foregoing sentence, the City shall continue to have the obligations to complete construction of all parking structures then under construction which the City was obligated to build under the Agreement.

7. Within thirty (30) days of the receipt of such New Renovated Space Notice, the City shall request that Designer prepare plans for any parking structure or the City's engineering department prepare plans for any other type of surface parking in any of the Parking Locations the City chooses, subject to the terms of Paragraph 3, for the number of spaces determined by the formula provided for in paragraph 9 below ("To Be Built Spaces"). The To Be Built Spaces may be in a surface parking lot, parking deck, parking garage, or a combination thereof, and may be one phase of a larger facility. The City shall commence construction of the To Be Built Spaces within ninety (90) days of receipt of construction plans prepared by the Developer or the City's engineering department and approved by the City for the To Be Built Spaces. The City shall cause such construction to be completed as soon as reasonably permitted under the circumstances and within one (1) year of the date of the approval of the plans by the City for the To Be Built Spaces.

8. In the event that the To Be Built Spaces cannot be completed within one (1) year of receipt of the New Renovated Space Notice, the City shall provide parking in a temporary location until such time as the permanent parking is completed, provided that the location of such temporary parking is in a Parking Location, or if not in a Parking Location, then in any other location approved by Developer. The City may provide such temporary parking at the City of Lewiston Park Street Parking Facility providing that shuttle bus service is provided from said parking facility to and from the Bates Mill.

9. The number of To be Built Spaces shall be (a) the sum of (i) the number of parking spaces per square feet, as shown on Schedule 1, for the Mill Building designated in the New Renovated Space Notice multiplied by the square footage designated in the New Renovated Space Notice, and (ii) the number of parking spaces per square foot, as shown on Schedule 1, for the Mill Building designated in each other New Renovated Space Notice provided subsequent to September 1, 2003, multiplied by the square footage designated in each such New Renovated

any of the Parking Locations. In no event shall the City be required to commence construction of parking in any fiscal year (June 30 year end) of more than four hundred fifty (450) spaces. If more than four hundred fifty (450) spaces are required within any fiscal year, the City shall provide parking in a temporary location until such time as it can construct a parking facility for the To Be Built Spaces, provided that such temporary location is approved by Developer. The City may provide such temporary parking at the City of Lewiston Park Street Parking Facility providing that shuttle bus service is provided from said parking facility to and from the Bates Mill.

10. The Developer has provided notice to the City, dated August 25, 2003, regarding the fit-up of space in Buildings 3 and 6, requiring three hundred sixty-eight (368) New Parking Spaces under this Agreement. Such notice shall be deemed a Renovated New Space Notice, effective as of December 29, 2003.

11. The obligations of the City under this Agreement shall be secured by a guaranty bond or guaranty bonds in the amount of Four Million Eighty Thousand Dollars (\$4,080,000), which have been issued as of the execution of this Agreement, and first mortgages and collateral assignment of fees on the following City property:

- (a) First Mortgage on Lot 4 being the Steam Plant lot;
- (b) First Mortgage on Mill No.5. The Developer shall release the mortgage in the event that the City or its contracting parties, agents or representatives commence, or close on financing to commence, rehabilitation construction on said Mill No.5 to develop a public facility, providing the City is not then in default under the Acquisition Agreement.
- (c) First Mortgage on property bounded by Lincoln Street, Main Street, Canal Street, which are the premises of the proposed public parking garage to be constructed by the City. The Developer shall release its mortgage on the parking garage parcel when the City commences the construction of a parking garage or upon the receipt by the City of proceeds derived from the issuance of a general obligation bond specifically designated for the construction of the public parking garage on the premises;
- (d) First mortgage on the new Bates Mill parking garage on the corner of Lincoln and Chestnut Streets and a collateral assignment of parking fees derived therefrom which are payable to Developer only upon default by the City under this Agreement and the expiration of applicable grace periods;
- (e) First mortgage on the Centreville Parking Garages on Canal Street and a collateral assignment of parking fees derived therefrom which are payable to Developer only upon default by the City under this Agreement and the expiration of applicable grace periods;
- (f) First mortgage on the Railroad Park Property so-called off of Lincoln Street, Lewiston, Maine; and

- (g) First mortgage on "City Centre" parking lot and garage on Park Street, Lewiston, Maine, and a collateral assignment of parking fees derived therefrom which are payable only upon default by the City and the expiration of applicable grace periods and is subject to applicable restrictions.

12. Upon completion of an aggregate of one thousand five hundred twenty three (1,523) Future Parking Spaces, the required amount of the guaranty bonds shall be reduced by Twelve Thousand Five Hundred Dollars (\$12,500) for each additional completed Future Parking Space. The mortgages on the foregoing properties shall be released in the following order upon the occurrence of events set forth below:

A handwritten signature in black ink, appearing to be "J.B.", is located in the upper right quadrant of the page. The signature is written in a cursive style with a large initial "J" and a smaller "B".

Mortgage	Event for Release of Mortgage
a. First mortgage on the Railroad Park Property.	a. Completion of fifty five (55) Future Parking Spaces.
b. First mortgage on the Centreville Parking Garages on Canal Street and collateral assignment of parking fees derived therefrom.	b. Completion of an aggregate of one hundred twenty nine (129) Future Parking Spaces.
c. First Mortgage on property bounded by Lincoln Street, Main Street, Canal Street which are the premises of the proposed public parking garage to be constructed by the City.	c. The earlier of (i) the City commencing the construction of a car parking garage or upon the receipt by the City of proceeds derived from the issuance of a general obligation bond specifically designated for the construction of the public parking garage on the premises, or (ii) the completion of an aggregate of three hundred sixty nine (369) Future Parking Spaces.
d. First Mortgage on Mill No.5.	d. The earlier of (i) the City or its contracting parties, agents or representatives commence, or close on financing to commence, rehabilitation construction on said Mill No.5 to develop a public facility, providing the City is not in default under the Acquisition Agreement, or (ii) the completion of an aggregate of five hundred thirty five (535) Future Parking Spaces.
e. First Mortgage on Lot 4.	e. Completion of an aggregate of six hundred eighty three (683) Future Parking Spaces.
f. First mortgage on "City Centre" parking lot and garage on Park Street, Lewiston, Maine, and a collateral assignment of parking fees derived therefrom.	f. Completion of an aggregate of one thousand two hundred thirty eight (1,238) Future Parking Spaces.
g. First mortgage on the new Bates Mill parking garage on the corner of Lincoln and Chestnut Streets and collateral assignment of parking fees derived therefrom.	g. Completion of an aggregate of one thousand eight hundred fifty (1,850) Future Parking Spaces.

13. In the event the City defaults in its performance of any of its obligations under this Agreement and the City fails to cure such default within thirty (30) days of notice thereof by Developer, the Developer shall be entitled to liquidated damages in the amount of \$12,500 per space for each of the To Be Built Spaces per the New Renovated Space Notice to the City. In addition, Developer shall have all rights and remedies as set forth in each said mortgage and security agreement, financing statements and collateral assignment of parking fees.

Further, the terms of this Agreement may be enforced against the City by the Developer in court or by arbitration notwithstanding any immunity, limitation or damage or additional right to notice which the City may have, or had, under the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) (as it may be amended from time to time) or under any other law, which, immunity, limitation on damages and right to notice is hereby expressly waived. The Developer acknowledges that the foregoing waiver of rights and immunities with respect to the City does not extend to or include the immunities and other rights granted to or possessed by any elective officials or employees of the City.

There shall be no personal liability of the City or the Developer's shareholders, members, managers, officers, directors, employees, and municipal officers or officials with respect to any of the covenants, conditions or provisions of this Agreement. Neither party shall have any claim in excess of the respective remedies provided for under Sections 7.4 and 19 of the Acquisition Agreement, between the City and the Developer, dated December 16, 2003, which is incorporated herein by reference. Notwithstanding any other provision of this Agreement or any related documents, in no event shall the parties, by reason of any of their respective acts or omissions relating to any of their obligations under this Agreement, be liable whether in contract, tort, misrepresentation, warranty, negligence, strict liability or otherwise for any special, indirect, incidental or consequential damages such as lost profits arising out of or in connection with this Agreement, or in the performance, non-performance or breach thereof. To the extent that the default of the City is not the subject of liquidated damages set forth in the first paragraph of this Section 13, the City shall be liable for all direct damages incurred by the Developer to the extent that such damages are necessary to reimburse the Developer for its cost in performing or causing to be performed the City's obligations hereunder, or, to the extent that the Developer is prohibited from performing such City obligations, then to reimburse the Developer for its costs in performing or causing to be performed work which is similar to or in substitution of such City obligations, including, but not limited, construction costs, third party charges, reasonable legal fees, interest charges and all other fees and expenses, plus all costs and expenses in enforcing or collecting such damages, including, but not limited to, reasonable legal fees.

14. The cost per parking space referenced in Paragraph 3 above is based upon year 2003 dollars. The per space cost of Twelve Thousand Five Hundred Dollars (\$12,500) shall be increased or decreased annually based upon an increase or decrease in the Means Historical Cost Index over the 2003 base year at the time the parking facility would be constructed.

The "Means Historical Cost Index" shall mean the Means Historical Cost Index - City of Lewiston. If the manner in which the Means Historical Cost Indexes shall be substantially revised, an adjustment shall be made in such revised index which would produce results equivalent, as nearly as possible, to those which would have been obtained if the Means Historical Cost Index had not been so revised. If the Means Historical Cost Index shall become

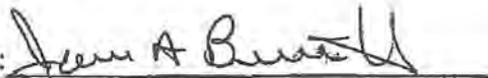
unavailable to the public because publication is discontinued or otherwise, Developer shall substitute therefore a comparable index based upon changes in the construction costs published by any other governmental agency, or if no such index shall be available, then a comparable index published by a reputable engineering journal or publication or other institution.

15. The parties shall use their best efforts to resolve any disputes under this Agreement. Any dispute under this Agreement that cannot be resolved by the parties shall be determined by arbitration. The arbitration shall be conducted according to the Commercial Arbitration Rules of the American Arbitration Association, except as follows:

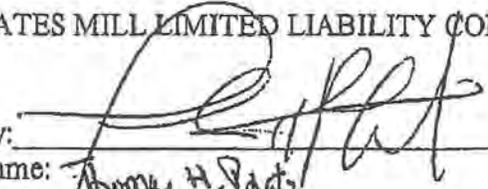
- a. Selection of Arbitrators; Qualifications. A party initiating arbitration proceedings may do so by giving notice to that effect to the other party. The notice shall designate a disinterested person as one of the arbitrators. Within fifteen (15) days after the initiation of the arbitration proceedings, the party responding to the arbitration request shall give notice to the party initiating arbitration proceedings designating another disinterested person as an arbitrator. Within the next fifteen (15) days, the two arbitrators shall select a third disinterested person as a third arbitrator. The three arbitrators shall judge the dispute. If the party responding to the arbitration request shall fail to appoint a second arbitrator within the fifteen (15) day period next following the notice initiating the arbitration, the arbitrator designated by the party initiating arbitration proceedings shall judge the dispute and the judgment of the first arbitrator shall be binding upon the parties.
- b. Selection of Third Arbitrator. If the two arbitrators appointed by the parties shall be unable to agree upon the appointment of a third arbitrator within the fifteen (15) day period after the second arbitrator is designated, the two arbitrators shall give written notice of the failure to agree to each of the parties. If the parties shall fail to agree upon the selection of a third arbitrator within fifteen (15) days after the notice has been received, then within fifteen (15) days thereafter, either party may apply for the appointment of a third arbitrator by the American Arbitration Association.
- d. Effect of Determination. The determination of the majority of the arbitrators shall be conclusive and binding upon the parties, and the parties shall have no right to appeal any determination. Either party in the applicable court in Androscoggin County may enter judgment upon the award of the arbitrators.
- e. Limitations; Payment of Costs. Each party to the arbitration shall pay for the cost of the arbitrator designated by it and one-half (1/2) of the costs of the arbitration including the cost of the third arbitrator.

CITY OF LEWISTON

By:


James Bennett,
City Administrator

BATES MILL LIMITED LIABILITY COMPANY

By: 
Name: Thomas H. Platz
Its: Manager

PLATZ ASSOCIATES

By: 
Name: Thomas H. Platz
Its: Manager

MILLS 3 & 6 DEVELOPMENT CO., LLC

By: 
Name: Thomas H. Platz
Its: Manager

SCHEDULE I

<u>Building</u>	<u>Sq. Feet</u>	<u>Spaces per 1000 s.f.</u>	<u>Need</u>
Mill #1	150,205	---	---
#1 W/S	18,174	---	---
Mill #2	194,420	---	---
#2 W/S	<u>38,214</u>	---	---
	401,013*	4.00	1,604
Mill #3	54,900**	3.89	214
Mill#6	53,400***	4.17	<u>223</u>
		Needed Spaces	2,040

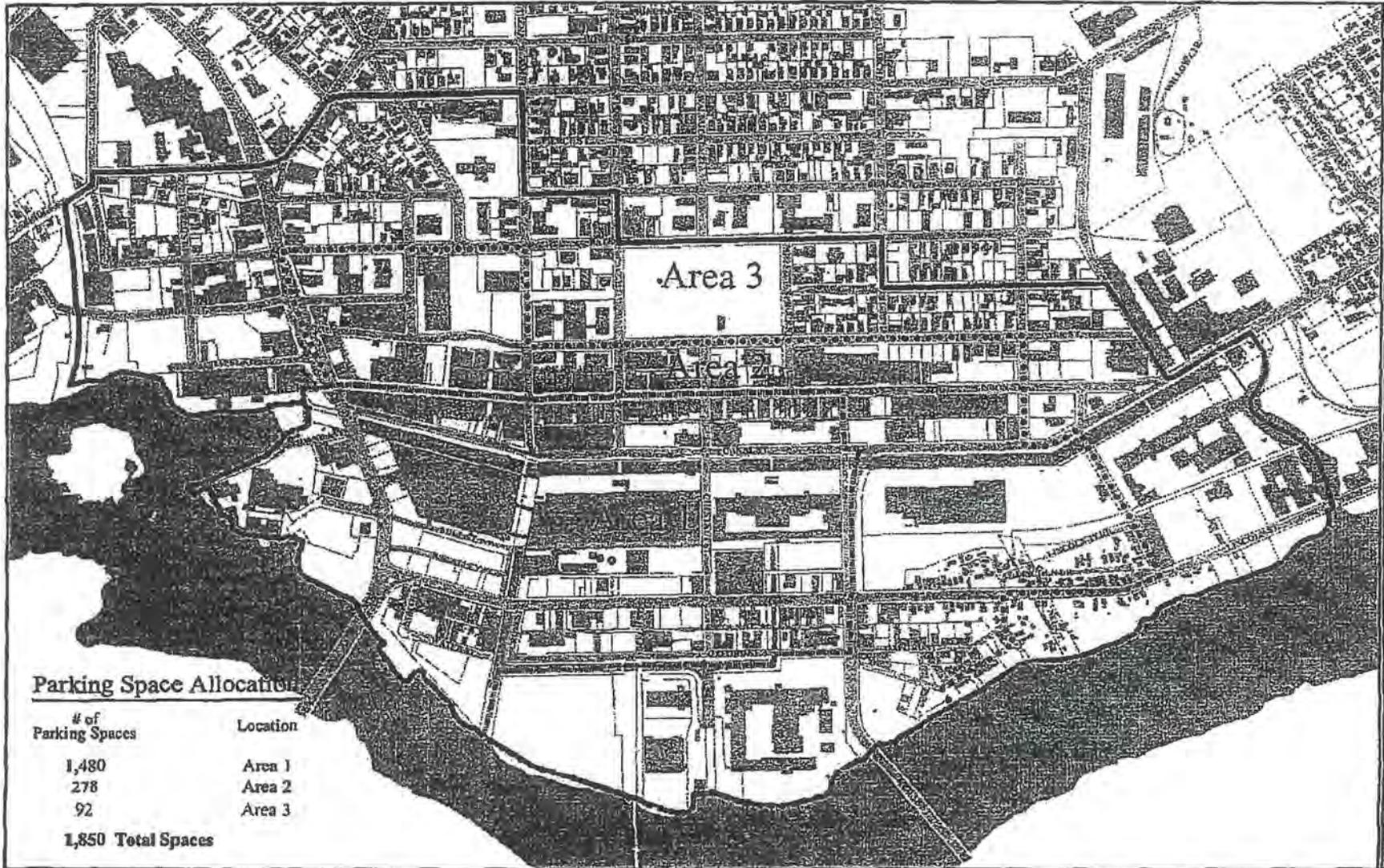
Available Permanent Spaces:

Mill #6 --	69 parking spaces in Lot 3 of the Bates Mill	69
Mill #3 --	24 parking spaces on Mill Street	24
Mills #1 & #2 -	97 in front of Mills #1 and #2	<u>97</u>
	Total Available	190

Total Net Future Parking Need: 1,850

		<u>per 1000 s.f.</u>
* assume:	25% retail/pers. Serv. = 1 per 250 s.f.	1.00
	5% eating/drinking = 1 per 200 s.f.	0.25
	50% back office = 1 per 240 s.f.	2.08
	20% prof. Offices = 1 per 300 s.f.	<u>0.67</u>
		4.00/1000 s.f.
** assume:	33% prof. offices = 1 per 300 s.f.	1.10
	67% back office = 1 per 240 s.f.	<u>2.79</u>
		3.89/1000 s.f.
*** assume:	33% eating/drinking = 1 per 200 s.f.	1.65
	33% prof. offices = 1 per 300 s.f.	1.10
	34% back office = 1 per 240 s.f.	<u>1.42</u>
		4.17/1000 s.f.

SCHEDULE 2



NEW CITY

Parking Space Allocation

# of Parking Spaces	Location
1,480	Area 1
278	Area 2
92	Area 3
1,850 Total Spaces	

City of Lewiston

November 2003



SCHEDULE 3

Lump sum fee to be established based on the following:

The median cost per parking space (as reported in R.S. Means Building Construction Cost Data for the present year, Lewiston, Maine) multiplied by the number of parking spaces would establish the median cost for the garages.

Architectural Fees for Basic Design Services

Six and one-half percent (6.5%) of median cost for all types of garages, but an increase of the percentage by one quarter of one percent (.25%) for each One Thousand Dollars (\$1,000) the actual cost per space is less than the median cost per space (Twelve Thousand Dollars (\$12,000) per space in 2003).

P:\RHS\Spencer\platz associates\Closing\city of lewiston drafts\august 11 drafts\Parking Agreement v8 (8.9.04 rmh).doc

SCHEDULE 4

BATES MILL PARKING PLAN Schedule For Construction Of Parking Facilities And Identification of Temporary And Permanent Parking Locations

The purpose of this document is to provide a plan for the implementation of the Parking Agreement between the City of Lewiston and the Developer of the Bates Mill Complex, of which this is a part.

Pursuant to the Agreement the City is to provide 1,850 Future Parking Spaces to meet the net future parking need of the mill buildings as identified in Schedule 1 of the Agreement. As Developer renovates space, parking is to be provided in accordance with the provisions of the Agreement. Areas within the city where the parking can be located are identified in Section 2 of the Agreement. The Agreement acknowledges that the Developer has given notice regarding the renovation of space in Mills 3 and 6 requiring 368 New Parking Spaces.

Parking facilities that can be used to meet the City's obligations include existing and proposed surface lots and structures (garages and decks). This Plan identifies specific locations for parking facilities and projects the sequencing of the construction of needed facilities based upon the anticipated development schedule of the various mill buildings. In some cases a particular parking facility might serve as a temporary location for the users of one building while that building's permanent facility is being constructed, and later serve as the permanent location for another building's users. Users of a building might park in one location for a while and then be moved to another location as new parking facilities are constructed.

Like all long range plans the Bates Mill Parking Plan is a living document. It is meant to be flexible so that unanticipated circumstances can be accommodated within the framework of the Parking Agreement. With this in mind, the following are the steps to be taken to provide parking to meet the needs of tenants and guests at the Bates Mill Complex (the numbers next to the locations correspond to the numbers on the attached location map):

I. Construction is scheduled to begin in the spring of 2005 for a 79 space parking deck to be located in front of Storehouse 7 on Lot 5 (1), with completion within eight months. The City has contracted with Platz Associates for design and bid documents. This facility will provide parking to partially meet the requirements of Mill 2 Wing and Storehouse. Until renovations of Mill 2 Wing and Storehouse are completed, the deck will be available for use by Mills 3 and 6.

Construction of the deck will temporarily displace 127 existing Lot 5 surface parking spaces. The users of these parking spaces will be relocated to the Chestnut Street Garage (2), which has 130 available spaces, until construction is completed.

II. Provide 368 parking spaces for Mills 3 and 6 per Renovated New Space Notice. The permanent location for these spaces will be in a parking garage to be built next to Mill 5. It is

anticipated that this garage will be built in three phases (3A, 3B, 3C) of approximately 450 spaces per phase when warranted by future demand.

Until the Mill 5 Phase I parking garage is completed there are several locations that when combined can provide spaces to satisfy the need for 368 spaces. There are 100 spaces available in the currently unused area of the existing Mill 5 surface lot (3B and 3C). In the fall of 2004 the City will be constructing two surface lots with approximately sixty spaces each. These will be located at the northwest corner of Lincoln and Chestnut Streets (4) and the northeast corner of Lincoln and Cedar Streets (5). There are 80 spaces available in the Veterans Memorial Park surface lot (6). Currently there are 74 spaces available in the Centreville Parking Garage (7) and 281 spaces available in the Park Street Parking Garage (8). When the Lot 5 Parking Deck (1) is completed these 79 spaces will be available (at least until needed by Mill 2 Wing and Storehouse), as will the spaces in the Chestnut Street Parking Garage (2) that were being used temporarily by Lot 5 users during the construction of the deck (about 130 spaces).

If mill building renovations proceed as projected, construction of Phase I (3A) of the Mill 5 Parking Garage is scheduled to begin in late summer or fall, 2005, and is expected to take 12 months. During construction the 100 users who currently park in the existing Mill 5 surface lot where the construction will take place (3A) will have to be relocated to one of the locations listed above.

III. The next building slated for renovation is Mill 2 Wing and Storehouse, which will require 153 net new spaces. These spaces can be provided by the 79 spaces in the Lot 5 Parking Deck (1) and by 74 spaces in either the Chestnut Street Parking Garage (2) or the Centreville Parking Garage (7).

IV. The renovation of the remaining mill buildings (Mill 1, Mill 1 Wing and Storehouse, and Mill 2) will require 1,329 net new spaces. These spaces can be provided by completing Phases II and III of the Mill 5 Parking Garage (3B and 3C), utilizing the surface lots (4, 5, and 6) that had been used for Mills 3 and 6 locations prior to the completion of Mill 5 Phase I garage, and by using the unused spaces in the Mill 5 Phase I (3A), Chestnut Street (2), and Centreville Parking Garages (7). If all of the above spaces are used, there will be a shortage of 17 spaces, which can be provided in the Park Street Parking Garage (8) or the Gas Patch parking lot (9).

SUMMARY

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|---|-----------|--------|
| I. construct Lot 5 Parking Deck (1) | 79 spaces | Area 1 |
| begin construction Spring, 2005, 6 month completion | | |
| to partially meet requirements of Mill 2 Wing and Storehouse | | |
| until Mill 2 Wing and Storehouse completed, available for Mills 3 and 6 parking | | |
| temporarily displace 127 spaces from existing Lot 5 surface parking lot | | |

temporary location: Chestnut Street Parking Garage (2)- 130 spaces available

II. provide 368 net new parking spaces for Mills 3 and 6

future location: Mill 5 Phase I Parking Garage (3A) 450 spaces Area 1
begin construction late summer/fall 2005, 12 month completion

available near-term locations:

existing Mill 5 surface parking lot (3B and 3C)	100 spaces	Area 1
surface lot (4)	60 spaces	Area 1
surface lot (5)	60 spaces	Area 1
Veterans Memorial Park surface lot (6)	80 spaces	Area 1
Centreville Parking Garage (7)	74 spaces	Area 1
Park Street Parking Garage (8)	281 spaces	Area 2
when Lot 5 Parking Deck completed:		
Lot 5 Parking Deck (1)	79 spaces	Area 1
Chestnut Street Parking Garage (2)	130 spaces	Area 1

III. provide 153 net new parking spaces for Mill 2 Wing and Storehouse

Lot 5 Parking Deck (1)	79 spaces	Area 1
Chestnut Street Parking Garage (2)	74 spaces	Area 1

IV. provide 1,329 net new parking spaces for Mill 1, Mill 1 Wing and Storehouse, and Mill 2

available locations:

Mill 5 Phase I Parking Garage (3A)	82 spaces	Area 1
Chestnut Street Parking Garage (2)	56 spaces	Area 1
Centreville Parking Garage (7)	74 spaces	Area 1
surface lot (4)	60 spaces	Area 1
surface lot (5)	60 spaces	Area 1
surface lot (6)	80 spaces	Area 1
Mill 5 Phase II Parking Garage (3B)	450 spaces	Area 1
Mill 5 Phase III Parking Garage (3C)	450 spaces	Area 1
Park Street Parking Garage (8) or	17 spaces	Area 2
Gas Patch Parking Garage (9)	17 spaces	Area 3

spaces available while Mill 5 Phases II and III Parking Garage being built:

Park Street Parking Garage (8)	281 spaces	Area 2
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