

**LEWISTON CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
DECEMBER 19, 2017**

5:30 p.m. Reception for Outgoing Mayor and City Councilors

6:30 p.m. Executive Sessions

- ES-1. Executive Session - Regarding labor negotiations with the American Federation of State, County and Municipal Employees (AFSCME Council #93) Local 1458-00, on behalf of the Lewiston Public Works Unit
- ES-2. Executive Session - Regarding Disposition of Property
- ES-3. Executive Session – Regarding a personnel matter pertaining to appointments

7:00 p.m. Regular Meeting

Pledge of Allegiance to the Flag
Moment of Silence

Acceptance of the minutes of the September 5, September 19, September 21, October 3, October 17, November 21 and December 5, 2017 meetings.

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 2.

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

- *1. Authorization to accept transfer of forfeiture funds.
- *2. Authorization to accept transfer of forfeiture funds.
- *3. Order Authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 120 No Name Pond Road.

REGULAR BUSINESS:

- 4. Public Hearing for Pursuant to 17 M.R.S. Section 2856, Securing Hazardous Structure, 795 and 805 Lisbon Street.
- 5. Resolve, Authorizing the Transfer of up to \$150,000 Within the Stormwater Utility Fund to Stabilize Erosion Problem at 795 & 805 Lisbon Street
- 6. Order Authorizing the City Administrator to Execute an Amendment to the Agreement for the Purchase and Sale of Real Estate for 188 Lincoln Street with LWS Development, LLC.
- 7. Authorizing a zero percent interest rate loan not to exceed \$150,000 from the City's General Fund to the Lewiston-Auburn Transit Committee to provide working capital until either Federal reimbursements are received or 120 days has lapsed.
- 8. Order, Authorizing the City Administrator to Enter into a Parking Lease Agreement with Sigma Six Properties, LLC, for Property Located at 45 Maple Street.
- 9. Order authorizing the City Administrator to execute a New Collective Bargaining Agreement between the City of Lewiston and the American Federation of State, County and Municipal

Employees (AFSCME) Local 1458 on behalf of the Lewiston Public Works Unit.

10. Appointment to the Planning Board.
11. Update from the Lewiston School Committee Representative.
12. Reports and Updates.
13. Any other City Business Councilors or others may have relating to Lewiston City Government.

City of Lewiston is an EOE. For more information, please visit our website @ www.lewistonmaine.gov and click on the Non-Discrimination Policy.

LEWISTON CITY COUNCIL

MEETING OF DECEMBER 19, 2017

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. ES-1

SUBJECT:

Executive Session to discuss labor negotiations regarding the American Federation of State, County and Municipal Employees (AFSCME Council #93) Local 1458-00, on behalf of the Lewiston Public Works Unit.

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/klmm

REQUESTED ACTION:

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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 American Federation of State, County and Municipal Employees (AFSCME Council #93) Local 1458-00, on behalf of the Lewiston Public Works Unit.

LEWISTON CITY COUNCIL
MEETING OF DECEMBER 19, 2017

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. ES-2

SUBJECT:

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

INFORMATION:

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

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

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

LEWISTON CITY COUNCIL

MEETING OF DECEMBER 19, 2017

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. ES-3

SUBJECT:

Executive Session pursuant to MRSA Title 1, section 405(6)(A) to discuss a personnel matter regarding appointments.

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:

Entering into executive session is permitted and defined under Maine State Statutes.

EAS/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)(A) to discuss a personnel matter regarding appointments.

LEWISTON CITY COUNCIL

MEETING OF DECEMBER 19, 2017

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 1

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.

EA B/KMM

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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That pursuant to Title 15, Maine Revised Statutes Annotated, Section 5824(3) and Section 5822(4)(A), the City Council hereby acknowledges and approves of the transfer of \$780.00, or any portion thereof, in the case of the State of Maine vs. Hussein Said Abdillahi, CR-17-2809 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

UNIFIED CRIMINAL COURT
Docket No. CR-17-2809

State of Maine	}	
	}	Municipality of Lewiston
v.	}	Approval of Transfer
	}	15 M.R.S.A. §5824(3) & §5822(4)(A)
Hussein Said Abdillahi	}	
Defendant;	}	
	}	
And	}	
	}	
\$780.00 U.S. Currency	}	
Defendant(s) In Rem	}	

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

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

Dated: _____

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

LEWISTON CITY COUNCIL
MEETING OF DECEMBER 19, 2017

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 2

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 and/or attached, as reimbursement for costs associated with assisting in a criminal investigation.

The funds are available to the Lewiston Police Department due to its substantial contribution to the investigation of this or a related criminal case.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

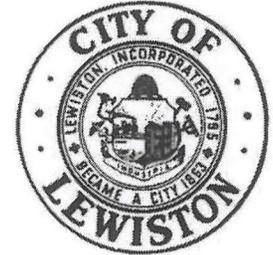
REQUESTED ACTION:

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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 items as outlined on the attached listing, less administrative fees or any portion thereof, in the cases of US Department of Justice Drug Enforcement Administration vs the cases outlined on the attached listing. Being funds forfeited pursuant to court process. It is further acknowledged that these funds shall be credited to the 'City of Lewiston Drug Enforcement Program' account.



MEMO



Date: December 8, 2017
To: Kathy Montejo, City Clerk
From: Brian O'Malley, Chief of Police
Re: Forfeiture funds

The following investigations are pending in federal court and upon a favorable final disposition, the funds in the cases listed below will be released to the Lewiston Police Department. Please make the necessary notifications to the City Council that would allow them to address the issue and consent to the acceptance of these funds.

Please credit these funds to the Federal Drug Forfeiture Account, number 5902-351450.

Our share of each of the following is yet to be determined and is less administrative fees:

Asset ID	Description	Asset Type	Asset Value
17-FBI-002694	\$74,690.00 U.S. Currency	Cash/Currency	74,690.00
17-FBI-002692	Jewelry/Precs Item - Value = \$19,300.00	Jewelry/Precs Item	19,300.00
17-FBI-002673	\$142,974.00 U.S. Currency	Cash/Currency	142,974.00
17-FBI-002672	\$500,000.00 U.S. Currency	Cash/Currency	500,000.00
17-FBI-002663	Financial Instrument - Checking and Savings Accounts - Value = \$104,072.70	Financial Instrument	104,072.70
17-FBI-002662	Multifamily Housing Complex	Real Property	1,800,000.00
17-FBI-002661	Multifamily Housing Complex	Real Property	1,800,000.00

17-FBI-002660	Multifamily Housing Complex	Real Property	694,912.00
17-FBI-002659	Multifamily Housing Complex	Real Property	647,443.00
17-FBI-002657	Sgl Family Housing Unit	Real Property	945,889.00
17-FBI-002656	Commercial Complex	Real Property	100,000.00
17-FBI-002655	Multifamily Housing Complex	Real Property	477,327.00
17-FBI-002654	Multifamily Housing Complex	Real Property	222,217.00
17-FBI-002652	Commercial Complex	Real Property	211,000.00
17-FBI-002651	Commercial Complex	Real Property	211,000.00
17-FBI-002650	Commercial Complex	Real Property	500,000.00
17-FBI-002649	Multifamily Housing Complex	Real Property	354,093.00
17-FBI-002648	Commercial Complex	Real Property	442,800.00
17-FBI-002647	Commercial Complex	Real Property	260,000.00
17-FBI-002645	Commercial Complex	Real Property	920,000.00
17-FBI-002643	Commercial Complex	Real Property	870,000.00
17-FBI-002642	Commercial Complex	Real Property	300,000.00
17-FBI-002641	Commercial Complex	Real Property	240,000.00
17-FBI-002640	Commercial Complex	Real Property	600,000.00
17-FBI-002639	Commercial Complex	Real Property	175,000.00
17-FBI-002638	Commercial Complex	Real Property	190,000.00
17-FBI-002636	Commercial Complex	Real Property	250,000.00
17-FBI-002635	Commercial Complex	Real Property	58,270.50
17-FBI-002634	Commercial Complex	Real Property	190,000.00
17-FBI-002633	Commercial Complex	Real Property	400,000.00
17-FBI-002632	Sgl Family Housing Unit	Real Property	193,737.00
17-FBI-002631	Sgl Family Housing Unit	Real Property	2,116,000.00
17-FBI-002630	Rural Vacant Land	Real Property	1,062,400.00
17-FBI-002629	Sgl Family Housing Unit	Real Property	845,497.00

LEWISTON CITY COUNCIL

MEETING OF DECEMBER 19, 2017

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 3

SUBJECT:

Order Authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 120 No Name Pond Road.

INFORMATION:

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

At this time, the Finance Director is asking the Council to approve a municipal quitclaim deed for the property located at 120 No Name Pond Road. The quitclaim deed will release any interest the City may have by virtue of undischarged real estate tax liens or utility liens on this property. Payments due for this property have all been received in full. Should the Council approve this Order, the quitclaim will be issued to the owners.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

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To approve the Order authorizing execution of a municipal quitclaim deed for real estate located at 120 No Name Pond Road.



COUNCIL ORDER

Order, Authorizing Execution of a Municipal Quitclaim Deed – Real Estate Located at 120 No Name Pond Road.

WHEREAS, the owner, Daniel Long, failed to pay his bills on a timely basis for 120 No Name Pond Road (Tax Map 14, Lot 30, Parcel 00-012622); and

WHEREAS, a storm water lien was filed on December 6, 2013 (Book 8830 Page 196) and matured on June 6, 2015 in the amount of \$104.27; and

WHEREAS, a storm water lien was filed on December 28, 2015 (Book 9282 Page 115) and matured on June 28, 2017 in the amount of \$92.18; and

WHEREAS, payment has been received in full;

NOW, THEREFORE, BE IT ORDERED by the CITY COUNCIL of the CITY of LEWISTON,

That a quitclaim deed is hereby authorized to release the City's interest in the property located at 120 No Name Pond Road to the owner.

LEWISTON CITY COUNCIL

MEETING OF DECEMBER 19, 2017

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 4

SUBJECT: Public Hearing for Pursuant to 17 M.R.S. Section 2856, Securing Hazardous Structure, 795 and 805 Lisbon Street

INFORMATION:

Code Enforcement has discovered a significant erosion problem affecting the properties at 795 and 805 Lisbon Street as identified in the attached report from David Jones, Director of Public Works. This problem is threatening the parking area and driveway at 795 and 805 Lisbon Street, poses a serious threat to the public health and safety, is negatively impacting a major City stormwater system, and, should erosion continue, might threaten the building at 805 Lisbon Street. The situation should be stabilized in the near term because it poses a serious threat to the public health and safety, and would pose a greater threat to public health and safety should the parking lot collapse. The City also wishes to proceed on this matter in a manner that will protect the City's ability to seek reimbursement for this emergency work to the extent the problem was not created by the City. At this point, we have no credible evidence that the City created the problem

Should the Council determine that this situation meets the criteria under state law as a dangerous structure, a second item appears on the agenda that would transfer the necessary funds for the City to undertake the work, subject to seeking reimbursement under State law from the landowners unless credible evidence is provided to the City that the City is the cause of the problem.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EARBKmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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- (1) To conduct a hearing to determine if the erosion issue at 795 and 805 Lisbon Street poses a serious threat to the public health and safety and requires that the structure be secured as provided by Title 17, sec. 2856 of the Maine Revised Statutes and the rest chapter 91, subchapter 4 of title 17.

If it is determined that the structure does meet criteria, then the Council is asked:

- (2) With regard to the property at 795 and 805 Lisbon Street, to adopt the Findings of Fact, Conclusion of Law and Order the corrective action proposed by the Public Works Department, which Order establishes the corrective action to be taken by the property owner(s) and the time frame for taking such action, and which authorizes the City Administrator to take such corrective action if the property owner(s) fails to do so, and to recoup the City's costs through a special tax or collections action.

NOTICE OF HEARING
Pursuant to 17 M.R.S. § 2856
Securing Dangerous Buildings

Storage Realty Corp.
c/o Robert E. Danielson
65 West Commercial Street, Suite 106
Portland ME 04101

Franklin Property Trust LLC
c/o Ronald L. Bissonnette
75 Park Street
Lewiston, Maine 04240

Sullivan Tire Co., Inc.
c/o Ralph J. Rivkind
Rubin and Rudman LLP
50 Rowes Wharf
Boston, MA 02110

Sullivan Tire, Inc.
c/o The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

Sullivan Tire of Maine, LLC
c/o C T Corporation System
128 State St. #3
Augusta, ME 04330

Sullivan Tire and Auto Service, Inc.
805 Lisbon St.
Lewiston, Maine 04240

795 LISBON STREET and 805 LISBON STREET, LEWISTON, MAINE

You are hereby notified that the City Council of the City of Lewiston, Maine will hold a hearing on:

December 19, 2017 at 7:00 pm
Lewiston City Hall
27 Pine Street, Lewiston, Maine 04240

The hearing is to determine whether the paved area at the rear of 795 Lisbon Street and 805 Lisbon Street, Lewiston, Maine, the "Structure", poses a serious threat to the public health and safety as detailed in 17 M.R.S. § 2856 and, if so, to determine the appropriate remedy to secure the structure. 795 Lisbon Street is identified as Parcel ID RE00013452 on the City of Lewiston Tax Maps, and further described in a deed recorded in the Androscoggin County Registry of Deeds at Book 7352, Page 348. 805 Lisbon Street is identified as Parcel ID RE00009840 on the City of Lewiston Tax Maps, and further described in deeds recorded in the Androscoggin County Registry of Deeds at Book 987, Page 532 and Book 1088, Page 300.

If the City Council finds that the Structure poses a serious threat to the public health and safety, it may order appropriate corrective action, including, but not limited to, adding material to the slope adjacent to the Structure and engineering the slope to prevent erosion and to improve its ability to support the Structure. If the corrective action is not taken by the deadline established by the City Council's notice the City may take the corrective action at the City's expense. The City may then recover, by means of a special tax or civil action, some or all of its expenses including, but ~~are~~ not limited to, the costs of title searches, service or process, reasonable attorney's fees, any costs incurred in securing the Structure and all other costs incurred by the City that are reasonably related to securing the Structure.

This hearing is your opportunity to present evidence as to why the Structure does not pose a serious threat to the public health and safety and to oppose any corrective action ordered by the City Council. Failure to attend may result in the waiver of certain rights with regard to this property or corrective actions related thereto.

December __, 2017

Kathleen M. Montejo, City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

December __, 2017

Personally appeared the above-named Kathleen M. Montejo, City Clerk for the City of Lewiston, and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of the City of Lewiston.

Notary Public / Attorney At Law

(Print Name)



PUBLIC WORKS DEPARTMENT

795 / 805 Lisbon St Erosion
December 8, 2017

David A. Jones, P.E., Director

The City's Planning & Code Enforcement Department issued a Notice of Violation (NOV) on Nov 1, 2017 identifying significant erosion on 795 and 805 Lisbon St properties. The NOV indicated that the steep slopes of both properties were severely eroded carrying sediment into a stream. The property owners, Storage Realty Corporation of Freeport, ME and Franklin Property Trust of Lewiston, were notified. The City was also cited as the City has an easement for a stormwater drainage pipe, which is contributing to the issue.

Visits to the site occurred and, because the erosion was extensive and extended nearly to the back of the paved parking area on 795 / 805 Lisbon St, the City took immediate action to install temporary fencing to protect the public from accidentally being injured. See figure 1. The City also patched portions of the parking lot that that failed and installed a temporary asphalt berm to redirect surface drainage away from the edge of the slopes to slow further erosion. Figure 2 more dramatically shows the extent of the erosion, just beyond the edge behind the temporary fence. Standing at the top is Highway Operations Manager Jon Elie. The pipe near the center of Figure 2 is a city-owned 30" concrete pipe that was installed in the early 1970's. The slope between the parking lot and the top of the pipe is very steep, and the bottom of that pipe is ~15 feet vertically above the bottom where you see water pooling. This was all a result of erosion. The stability of the slope, and paved parking area, continues to be degraded by additional storm flow and any remaining surface run-off. It appears the metal corrugated pipe seen near the bottom had been inserted into the concrete pipe to extend it. Extending a concrete pipe with corrugated pipe is improper because corrosion may result. There are approximately 5 additional sections of this corrugated metal pipe totaling approximately 120 linear feet that somebody had used to extend the concrete pipe. The corrugated metal pipes all corroded and failed, and the water coming from the pipes caused the erosion.

Figure 3 is an aerial view of the site. The area outlined in blue is the area of the City's easement across property owned by Franklin Company to accommodate the City's two stormwater pipes (a 30" pipe identified in Figure 2 and an additional 18" concrete pipe that extends further out and down the slope). The stormwater pipes are labeled and show as green lines. The black line on Figure 3 identifies the current top of the bank, which you can see extends very near to the existing asphalt paved area at the back of 805 Lisbon St (the Storage Realty Corp property). A private catch basin owned by Storage Realty Corp is shown by a green diamond, and it has a 6" discharge pipe that leads into the eroded area. A portion of this pipe has already been undermined and failed.

Public Works spoke with several contractors, and all agreed the best way to address the erosion is to use large rip-rap (rock) to fill the eroded area and build it back up to the 30" concrete pipe, at an appropriate grade, and to develop a discharge bowl and drainage path to restore the safe and acceptable flow of the stormwater run-off. Costs to achieve this are estimated to range from \$75,000 to \$150,000.

The site is not stable. Entry to the site is hazardous and more erosion will continue if this site is not addressed. The 30" concrete pipe is being undermined and will fail. With the top of the slope already near the asphalt paved area, it is already at risk for failure and will fail as more erosion occurs. In other words, there is a risk to persons and automobiles using the paved areas in both 795 Lisbon Street and

805 Lisbon Street, including the parking areas. In addition, the building at 805 Lisbon St is only ~55-60

feet from the edge of the pavement and will be at risk at some point, absent stabilizing actions.

David A. Jones, P.E.



Figure 1 - Temp Fencing & temporary berm at top of slope



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Figure 2 - Erosion looking from bottom of slope



Figure 3 - Aerial View of Site

LEWISTON CITY COUNCIL

MEETING OF DECEMBER 19, 2017

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 5

SUBJECT: Resolve, Authorizing the Transfer of up to \$150,000 Within the Stormwater Utility Fund to Stabilize Erosion Problem at 795 & 805 Lisbon Street.

INFORMATION:

Code enforcement has identified a significant erosion problem at 795 and 805 Lisbon Street that presents a public hazard and threatens these properties unless steps are taken to stabilize the situation. It also threatens the City's drainage structures in the area. Earlier on the agenda, the Council will hold a public hearing on whether this situation poses a serious threat to public health and safety and, if so, to determine the appropriate remedy.

Public Works has identified what is necessary to stabilize the situation and has preliminarily estimated this work will cost between \$75,000 and \$150,000. The recommendation is to transfer the necessary funds from other projects within the stormwater utility fund.

The attached resolve would transfer \$105,667 from the North Temple Storm Drain Phase 2 Project. This project was completed under budget and these funds are available. In addition, up to \$45,000 would be transferred from the Jepson Brook Channel Upgrade. This project is not completed. As a result and if they are used on the Lisbon Street project, they will need to be replenished in FY 2019.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

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To approve the Resolve, Authorizing the Transfer of up to \$150,000 Within the Stormwater Utility Fund to Stabilize Erosion Problem at 795 & 805 Lisbon Street.



COUNCIL RESOLVE

Resolve, Authorizing the Transfer of up to \$150,000 Within the Stormwater Utility Fund to Stabilize Erosion Problem at 795 & 805 Lisbon Street.

Whereas, the City of Lewiston Planning & Code Enforcement Department issued a Notice of Violation (NOV) on Nov 1, 2017 identifying significant erosion on 795 & 805 Lisbon St, properties owned by Franklin Property Trust of Lewiston and Storage Realty Corporation of Freeport; and

Whereas, the City of Lewiston has an easement across the Franklin Property Trust parcel for stormwater drainage pipes; and

Whereas, the erosion is significant and endangering the stability of the paved parking areas off Lisbon St as summarized in a report from David A. Jones, P.E. (Director of Public Works for the City of Lewiston) dated December 8, 2017; and

Whereas, the City Council is holding a hearing on December 19, 2017 to determine whether the paved area at the rear of 795 Lisbon St and 805 Lisbon St, Lewiston, Maine, the "Structure," poses a serious threat to the public health and safety as detailed in 17 M.R.S. § 2856 and, if so, to determine the appropriate remedy to secure the structure; and

Whereas, the estimated cost to stabilize the site, improve the safety for the public, and to prevent further erosion is between \$75,000 and \$150,000; and

Whereas, the Stormwater Utility funds include \$105,667 (Acct # 6647-647744) for the North Temple Storm Drain phase 2 that is no longer needed for that project since the work was completed for less than originally estimated); and also up to another \$45,000 from the Jepson Brook Channel Upgrade (Acct #6647-647722); however these funds will need to be replenished in FY2019 to complete the Jepson Brook project;

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

The City Administrator is authorized to transfer up to \$150,000 from these sources to address stabilization of the erosion issues at 795 & 805 Lisbon Street. Any excess funds unneeded for this project will be returned to the Stormwater Utility fund for the purpose for which originally approved.

LEWISTON CITY COUNCIL

MEETING OF DECEMBER 19, 2017

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 6

SUBJECT:

Order Authorizing the City Administrator to Execute an Amendment to the Agreement for the Purchase and Sale of Real Estate for 188 Lincoln Street with LWS Development, LLC.

INFORMATION:

During the process of preparing for the demolition of a former fire station on Lincoln Street, the city was approached by a number of parties expressing interest in redeveloping the property. After discussion and review of this potential interest, the City Council indicated its interest in pursuing a proposal from LWS Development, LLC that may result in redevelopment of the building into two market rate apartments on the upper floor and a restaurant leasing redeveloped space at street level. At the October 3 City Council meeting, the Council authorized the City Administrator to execute a Purchase and Sale Agreement for this property and the agreement was executed on October 17.

The developers are seeking federal Historic Tax Credits to help with the renovations of the building structure. Due to pending changes in federal tax policy, some uncertainty exists about the availability of these Tax Credits in the future. Currently, if buildings are owned by the applicant for the Tax Credits, they can be eligible to receive them. In order to secure the Credits, the developers are seeking to have ownership transfer of the building by December 31, 2017.

Please see the memorandum from Lincoln Jeffers for additional information.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

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To approve the Order authorizing the City Administrator to Execute an Amendment to the Agreement for the Purchase and Sale of Real Estate for 188 Lincoln Street with LWS Development, LLC.



City of Lewiston, Maine
City Council Order
December 19, 2017



ORDER, Authorizing the City Administrator to Execute an *Amendment to the Agreement for the Purchase and Sale of Real Estate* for 188 Lincoln Street with LWS Development.

Whereas, on October 3, 2017, the City Council authorized the City Administrator to execute a Purchase and Sale Agreement with LWS Development for the former Lincoln Street fire station located at 188 Lincoln Street; and

Whereas, that agreement was executed on October 17, 2017; and

Whereas, since that time, LWS Development has actively been engaged in due diligence on the building, conducting environmental assessments, having an architect complete concept renderings for two market rate apartments and a restaurant, having multiple discussions with a restaurant tenant, listing the restaurant opportunity with a commercial broker, and doing the work necessary to make the project eligible for Historic Tax Credits; and

Whereas, with major changes to federal budget and tax policy being negotiated in Congress uncertainty exists about whether federal Historic Tax Credits will be available in the future; and

Whereas, federal policy states that buildings in the application process for Historic Tax Credits that are owned by the applicant by December 31, 2017 will be eligible for Historic Tax Credits, but, should such credits be eliminated, buildings where title is transferred after that date may not be eligible; and

Whereas, LWS Development has made significant due diligence progress toward redevelopment of 188 Lincoln Street and has requested that the City convey title to the building to LWS Development by December 31, 2017; and an agreement has been drafted that would convey title, but also allow the City to have title to 188 Lincoln Street revert back to the City, at its discretion, if LWS Development does not secure a tenant, financing, and complete construction drawings showing feasibility by June 1, 2018,

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

The City Administrator is authorized to execute the attached *Amendment to Agreement for the Purchase and Sale of Real Estate* for 188 Lincoln Street, Lewiston, Maine.

Economic and Community Development

Lincoln Jeffers

Director



To: Honorable Mayor and Members of the City Council
From: Lincoln Jeffers
RE: Conveyance of 188 Lincoln Street
Date: December 13, 2017

Background

The City entered into a Purchase and Sale Agreement with LWS Development in October regarding the transfer of the former Lincoln Street fire station located at 188 Lincoln Street. LWS Development plans to redevelop the building with two market rate apartments on the upper level and a restaurant at street level. The City agreed to convey the building for \$1, allow the building to be eligible for the façade program, and to enter into parking agreements to support redevelopment of the building. The City would not convey the building until LWS had construction drawings sufficient for the city to determine the feasibility of the project; a written commitment from a credit worthy restaurant tenant acceptable to the City; and financing for redevelopment of the building. LWS had a 90 day due diligence period, with three 30 day extensions available if adequate progress was being made. A copy of the purchase agreement is attached.

Current Status

LWS has worked diligently to move the project forward. They have completed an environmental assessment of the property, have done the work needed to make the project eligible for Historic Tax Credits (HTC), had concept drawings (attached) completed for the project, and continue to have conversations with a strong tenant for the project. While discussions with the same prospective tenant continue, they have not yet resulted in a lease commitment. Wanting to keep moving the project forward, LWS recently listed the restaurant opportunity with a commercial broker.

Uncertainty about whether HTC will be continued as part of the federal tax policy and budget has created a challenge. Historic Tax Credits are a critical part of the financing mix for redevelopment of 188 Lincoln. Guidance coming out of Washington, D.C. indicates that a building for which an HTC application is in process, which is owned by the developer by December 31, 2017, will remain eligible for HTC under existing budget rules. Projects where ownership conveys after that date will be subject to whatever new rules are adopted as part of the federal tax policy currently being negotiated in Congress.

Requested Action

LWS has requested that the City convey title to 188 Lincoln Street before December 31, 2017. There will be available at the December 19th Council meeting an *Amendment to the Purchase and Sale Agreement* that allows that to happen. It does, however, include a reverter clause that specifies that, if a tenant or financing for the project has not been secured by June 1, 2018, at the City's request, ownership of the property will come back to the City. All costs incurred by LWS are at their risk and will not be reimbursed by the City. Under the terms of the amendment, the city may extend the period before which the reverter clause is enacted if the city determines sufficient progress is being made by LWS toward redevelopment.

City staff recommends approval of the requested action. Doing so will keep the building eligible for a critical piece of the financing. Redeveloping the building will expand the tax base, create jobs, and bring new energy, life, business, and tenancy to this section of Lincoln Street.

AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

_____ AGREEMENT made and entered into this 17 day of October, 2017, by and between City of Lewiston, Maine 04240 ("Seller") and LWS Development LLC of P.O. Box 7589, Portland, Maine 04102 and its assigns and Wilbur & Company of 89 West Street, Portland, ME 04102 ("Buyer").

WITNESSETH AS FOLLOWS:

1. PURCHASE AND SALE. Seller agrees to sell and Buyer agrees to buy, on the terms and conditions hereinafter set forth certain real estate with buildings thereon located at **188 Lincoln Street, Lewiston, Maine**, all as more particularly described in the attached Exhibit A (hereinafter the "Premises").

2. PURCHASE PRICE. Subject to any adjustments and prorations hereinafter described, Buyer agrees to pay for the Premises the sum of **One Dollar (\$1.00)**. The purchase price shall be paid to Seller at closing in immediately available funds by certified check or checks or by wire transfer in accordance with wiring instructions provided by Seller.

3. TITLE. Seller shall convey the Premises at the closing to Buyer by Warranty Deed, free and clear of all title defects, liens and encumbrances. Seller shall convey all leases, rentals and related income by proper assignment thereof. Buyer shall have ninety (90) days from the date of this Agreement in which to give Seller written notice of any alleged title defects in the Premises and any unacceptable liens, easements or encumbrances affecting the Premises. Seller shall, in good faith, undertake to clear any alleged title defects, unacceptable liens, easements and encumbrances identified by Buyer. In the event that Seller is unable to cure any such title defects within thirty (30) days after written notice from Buyer, then this contract may be terminated by Buyer by giving Seller written notice within ten (10) days of the expiration of the thirty (30) day cure period referenced above and neither party shall have any further obligation hereunder.

4. CLOSING. The closing shall take place at a mutually convenient place and time thirty (30) days following the expiration of the original or extended Due Diligence Period or, if the Buyer provides 30 days notice to Seller, an earlier closing shall take place. At the closing, Seller shall execute and deliver to Buyer, against payment of the purchase price, a Warranty Deed to the Premises in accordance with the Short Form Deeds Act, 33 M.R.S.A. §§ 761 et seq., (the "Deed") together with assignments of all leases, deposits, and rentals.

Seller further agrees to execute and deliver to Buyer at the closing the following documents: (i) a Certificate of Non-Foreign Status (as required by Internal Revenue Service regulations); (ii) a title insurance "Seller's Affidavit" regarding mechanics liens and persons in possession; (iii) an affidavit regarding underground storage tanks (as required by Maine Law).

5. RISK OF LOSS, DAMAGE AND INSURANCE.

(a) All risk of loss to the Premises prior to the closing shall be borne by Seller, except and unless the loss was caused by Buyer. Seller shall keep the Premises insured against fire and other extended coverage risks until the closing. Seller shall secure the premises, including boarding up of any broken windows or doors.

(b) In the event that, prior to the closing, the improvements which are part of the Premises are destroyed or substantially damaged, Buyer may either (i) terminate this Agreement (ii) accept the insurance proceeds payable by reason of such damage or destruction if any and close this transaction notwithstanding the same.

6. INSPECTION/DELIVERY OF INFORMATION. Buyer may enter on to the Premises at reasonable times prior to the closing in order to inspect the Premises, conduct surveys, engineering studies and test borings and to do such things as are reasonably necessary with respect to its due diligence and acquisition of the Premises. Buyer agrees to provide copies of all surveys, studies, and inspections to Seller and not to disclose the results thereof to any third party except to prospective lenders and except as may be required by applicable law. Buyer agrees to and does hereby indemnify and hold harmless Seller against any loss, cost, damage, claims, or expense which may arise from its or its agents', employees' or contractors' activities at the Premises.

The Seller shall take reasonable efforts within fourteen (14) days of the effective date of this Agreement to deliver to Buyer any and all information it has concerning the Premises, including but not limited to surveys, environmental reports, proposed development plans, title reports and policies, historic photographs and any historic district survey information, tax bills, notices and letters received within the last five (5) years from every city, state, or federal department or agency and any abutter or neighbor.

7. POSSESSION OF THE PREMISES. The Premises shall be delivered to the Buyer at the time of the closing free and clear of all tenancies or occupancies by any person or entity and free and clear of all debris, items, or other personal property that is not a part of the structure of the building.

8. REPRESENTATIONS OF SELLER. Seller represents to Buyer the following:

(a) Seller has not received any notices of any violation at the Premises of any applicable laws, ordinances, or environmental regulations.

(b) All outstanding bills and/or accounts payable concerning the Premises are either paid or will be paid prior to or at the time of closing.

(c) Buyer acknowledges that except as specifically set forth in this paragraph, Seller makes and has made no covenant, representation, or warranty as to the suitability of the Premises for any purpose whatsoever or as to the physical condition of the Premises. Seller is not aware of any environmental contamination of the Premises other than mold resulting from the leaky roof, and the possibility of asbestos in floor tiles, roofing materials or other construction materials .

9. DEFAULT AND REMEDIES. In the event that Buyer fails to close hereunder for a reason other than the default of Seller, Seller's sole remedy shall be its right to terminate this Agreement. In the event that Seller fails to close hereunder for a reason other than the default of Buyer, Buyer shall have the right to specifically enforce the provisions of this Agreement

10. CONDITIONS PRECEDENT TO CLOSING.

(a) The obligation of Buyer to close is subject to the satisfaction of all of the following conditions. Buyer shall be deemed to have waived these conditions if it fails to provide notice that one or more condition is not satisfied within the due diligence period described below: (i) Buyer shall obtain confirmation satisfactory to Buyer that the Premises will accommodate physically and financially its proposed development and that there are no environmental concerns. Title to the Premises is free and clear of all title defects, liens, and encumbrances.

(b) The obligation of Seller to close is subject to the satisfaction at or before the closing of the following conditions: (i) Buyer shall provide construction drawings containing a sufficient level of detail to permit the Seller to form a judgment as to the feasibility of the project; (ii) Buyer shall provide written commitments from a creditworthy restaurant tenant or other tenant acceptable to the Seller with respect to the commercial space contained within the project ; (iii) Buyer will provide written evidence of project financing reasonably acceptable to the Seller;

11. SELLER AGREEMENTS.

(a) Seller agrees to sign a 5 year lease with Buyer at the closing allowing Buyer and its tenants the right to lease up to 5 parking spaces in the Cedar & Lincoln Street Lot owned and or controlled by the City adjacent to the Premises for twenty dollars (\$20.00) per month per space with said lease having 3 five year options to renew at then current open air market rates. Seller shall also designate 25 spaces in the adjacent Cedar & Lincoln Street Lot as hourly metered parking which will provide parking for the general public, including patrons of the premises. Should the existing Cedar & Lincoln Street Lot be replaced by a parking garage, Seller shall provide up to 5 spaces in the parking garage to the Premises at then current market rates. To the extent feasible considering the development needs surrounding the construction of any such parking garage, the City shall provide hourly parking spaces open to the general public among the spaces contained in any such garage. Seller agrees to sign at closing an easement and access agreement in recordable form allowing Buyer and its tenants access through the Cedar & Lincoln Street Lot to access the rear of the 188 Lincoln Street lot for the purpose of commercial loading / unloading at the rear of the building and to access any onsite parking spaces provided on the 188 Lincoln Street site.

(b) Seller agrees to sign at closing a temporary construction easement concerning the Cedar & Lincoln Street Lot allowing Buyer to use space for lay down storage, staging, and construction trailers.

(c) Seller agrees to work with Buyer to provide facade grant funds to assist with the rehabilitation of the 188 Lincoln Street building.

(d) Seller agrees to conduct its building code review using the International Existing Building Code, to ensure that life safety concerns are addressed while enabling a flexible approach to building re-use.

12. DUE DILIGENCE PERIOD. Buyer shall have ninety (90) days (the “Due Diligence Period”) from the effective date of this Agreement to satisfy Condition 10(a) above. In the event that any condition is not satisfied by such date, then Buyer may notify Seller in writing and this contract may be terminated by Buyer, in which event neither party shall have any further obligations hereunder. In the event that Buyer does not so notify Seller within said time period or extend the Due Diligence Period in accordance with this section, then Buyer shall be deemed to have waived its right to terminate this Agreement.

Buyer shall have the right to extend the Due Diligence Period by three (3) additional thirty (30) day periods provided Buyer gives notice to Seller evidencing its progress with its due diligence work (Buyer to provide to seller progress report on environmental, geotechnical, construction plans and cost costs and tenant interest) and of its intent to extend prior to the expiration of the original or extended Due Diligence Period.

13. BROKERAGE. Seller and Buyer represent and warrant to each other that neither party has engaged the services of any real estate broker with respect to this transaction.

14. ADJUSTMENTS, PRORATIONS AND CLOSING COSTS.

(a) Real estate taxes, assessments, rentals, common area maintenance charges, and utilities shall be prorated as of the closing.

(a) Buyer shall be responsible for its share of the Maine real estate transfer tax. Seller is exempt from the obligation to pay such tax.

(c) The recording fee for the deed of conveyance will be paid by Buyer.

(d) A portion of the purchase price shall be withheld at the closing by Buyer if required by 36 M.R.S.A. § 5250-A.

15. GENERAL PROVISIONS. This instrument may be executed in multiple originals and is to be construed under the laws of Maine. Other than to an entity formed by the Buyers this Agreement may only be assigned with the prior written consent of the other party. The use of the masculine gender shall include the feminine and neuter where appropriate. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. Time is of the essence of this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto, their respective heirs, successors and assigns, and may be canceled, modified, or amended only by a writing executed by the parties hereto or their legal representatives. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or on the date of mailing if mailed by first class mail. If mailed, all notices are to be sent by first class mail, postage prepaid, certified, return receipt requested, addressed as follows:

TO SELLER: Ed Barrett,
 City of Lewiston
 27 Pine Street
 Lewiston, ME 04240

TO BUYER: LWS Development LLC
 Paul Peck
 P.O. Box 7589
 Portland, ME 04112

 Wilbur & Company
 Kara Wilbur
 89 West Street
 Portland, ME 04102

Either party may change its address for purposes of this paragraph by giving the other party notice of the new address in the manner described herein. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity and enforcement of the remaining provisions hereof. This Agreement sets forth the entire agreement between the parties and there are no other representations, agreements or understandings with respect to the subject matter of this Agreement.

16. EFFECTIVE DATE OF AGREEMENT. The Effective Date of this Agreement shall be the date last signed below by the Buyer or Seller. Buyer's offer to purchase the Premises under the terms as set forth in this Agreement shall be deemed withdrawn unless both Seller executes the Agreement within three (3) days of the date signed by Buyer.

under the terms as set forth in this Agreement shall be deemed withdrawn unless both Seller executes the Agreement within three (3) days of the date signed by Buyer.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first above written.

WITNESS:

Jessica Jeffers

SELLER

Edward A. Barrett Date: 10-4-17

By: Edward A. Barrett

Its: City Administrator

[Signature]

BUYER

Luis Deray Matilla Date: 10/17/17
By: *Proctor*
Its: *Manager*

[Signature]

BUYER

Willis Co. Date: 10/17/17
By: *Kara Wilbur*
Its: *owner*

ESCROW AGENT

SCHEDULE OF EXHIBITS

Exhibit A – Legal Description

LEWISTON CITY COUNCIL

MEETING OF DECEMBER 19, 2017

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 7

SUBJECT: Authorizing a zero percent interest rate loan not to exceed \$150,000 from the City's General Fund to the Lewiston-Auburn Transit Committee to provide working capital until either Federal reimbursements are received or 120 days has lapsed.

INFORMATION: Historically, the contractor who operates the LA Transit System had been required to carry the cash flow needs of the organization in instances where Federal Transit funding was delayed. As LATC developed its most recent request for proposals from organizations interested in operating the transit system, the cities recognized that this system resulted in limited competition from potential operators. As a result, the requirement for operators to carry cash flow shortages due to federal reimbursement delays was eliminated from the proposal and the subsequent contract in the anticipation of greater competition and better pricing.

There continues to be delays in actually receiving the Federal funding awarded to the Lewiston-Auburn Transit Committee (LATC). To date, these delays have been offset by advanced payments to LATC from Lewiston's and Auburn's local share funding for the transit system. That cash cushion has now been exhausted, and LATC continues to be required to meet its payment requirements to the system operator. As a result, LATC is requesting a loan from the City of Lewiston not to exceed \$150,000 to address cash flow concerns created by delayed reimbursements from the Federal Transit Administration. This loan would be matched by a similar loan from the City of Auburn. This will allow LATC to bring all payments to the system operator into compliance with current contracts. LATC anticipates receiving the overdue Federal funding within the next 60 days and will then repay the amount owed to the City in full. The basic parameters of the loan would be:

- LATC will first make use of its available appropriated cash.
- LATC will request reimbursable cash advances for operating budget expenses only after it exhausts any available federal funds and the local share funding from the cities of Lewiston and Auburn.
- Cash advances beyond the local share will be authorized until such time as LATC is issued its Federal reimbursements.
- The loan would be from the general fund at 0% interest with a requirement to repay the loan within 120 days or upon receipt of the federal reimbursement

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 Authorizing a zero percent interest rate loan not to exceed \$150,000 from the City's General Fund to the Lewiston-Auburn Transit Committee to provide working capital until either Federal reimbursements are received or 120 days has lapsed.



**City of Lewiston Maine
City Council Order
December 19, 2017**



RESOLVE, Authorizing a zero percent interest rate loan not to exceed \$150,000 from the City's General Fund to the Lewiston-Auburn Transit Committee to provide working capital until either Federal reimbursements are received or 120 days has lapsed.

WHEREAS, the L-A Transit Committee is a joint agency between the Cities of Lewiston and Auburn; and

WHEREAS, their cash flow to pay operating costs, including the transportation contractor are heavily reliant on timely Federal fund reimbursements, and when delayed, contracts go unpaid; and

WHEREAS, to assist with timely payments, the Committee will exhaust all cash on hand and request cash advances from each municipalities' operating subsidy; and

WHEREAS, once cash reserves are completely liquidated an as needed working capital short term loan may be requested to the Finance Director and approved by the City Administrator;

NOW, THEREFORE, BE IT RESOLVED by the CITY COUNCIL of the CITY of LEWISTON,

That the City Administrator is authorized to provide the Lewiston-Auburn Transit Committee a zero percent interest rate loan not to exceed \$150,000 from the City's General Fund with a maturity of the shorter of 120 days or the receipt of the Federal reimbursement.

LEWISTON CITY COUNCIL

MEETING OF DECEMBER 19, 2017

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 8

SUBJECT: Order, Authorizing the City Administrator to Enter into a Parking Lease Agreement with Sigma Six Properties, LLC, for Property Located at 45 Maple Street.

INFORMATION: Jay Allen, the principle in Sigma Six Properties, has recently acquired and renovated a number of multi-family properties in our downtown neighborhood. One such property is located at the corner of Maple and Knox Streets and is adjacent to a City owned parcel at 45 Maple Street. Mr. Allen's property has a limited parking area between his building and the City's property that makes it difficult for tenants to use the area and for Mr. Allen to maintain it during the winter. He has approached the City and requested that we consider leasing a small (50 by 20 feet) portion of the property at 45 Maple Street to him for parking. Interestingly, this portion of the city's property actually lies outside of the chain link fence surrounding the City property.

The City eventually is looking toward residential mixed use development on 45 Maple and an adjacent city owned parcel at 39 Maple. However, there are no immediate prospects at hand and allowing Sigma Six to lease this area would not create a problem. The term of the lease calls for a two year initial term with a two year option. However, it allows the City to terminate the lease at any time with 90 day notice and specifically notes that the City's long-term interest is the redevelopment of these vacant properties.

A copy of the lease and an aerial view of the property is attached.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/KMM

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Order, Authorizing the City Administrator to Enter into a Parking Lease Agreement with Sigma Six Properties, LLC, for Property Located at 45 Maple Street.



COUNCIL ORDER

Order, Authorizing the City Administrator to Enter into a Parking Lease Agreement with Sigma Six Properties, LLC, for Property Located at 45 Maple Street.

Whereas, Sigma Six Properties owns the residential building at the corner of Maple and Knox Streets; and

Whereas, the City owns the adjacent parcel at 45 Maple Street; and

Whereas, Sigma Six has a limited parking area between its building and the City's property; and

Whereas, Sigma Six has approached the City with a request to lease a 20 foot by 50 foot portion of the City's 45 Maple Street lot; and

Whereas, while the City has no immediate need for this property, we are interested in its eventual redevelopment as a residential or mixed use property; and

Whereas, the city is in a position to lease a small portion of this lot so long as the lease may be easily terminated should a redevelopment opportunity arise; and

Whereas, Sigma Six has agreed to such an arrangement;

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

The City Administrator is hereby authorized to enter into a parking lease agreement with Sigma Six Properties, LLC, for a portion of the property located at 45 Maple Street, this lease to be substantially in the form attached.

LEASE

1. Parties.

This indenture of lease dated _____, 2017 is made by and between the **City of Lewiston**, a municipal corporation in Androscoggin County, Maine, hereinafter called the City, and Sigma Six Properties, a Maine limited liability corporation with a place of business in South Portland, Maine, hereinafter called the **Tenant**.

2. Premises.

Upon the terms and conditions of this lease, the City demises and leases to the Tenant, and the Tenant takes and leases from the City, a parcel of land of approximately 20 by 50 feet located at 45 Maple Street as depicted on Exhibit A, attached hereto and incorporated by reference herein.

3. Term.

This lease shall be for an initial term of 2 years, and will be automatically be renewed for additional 2 year terms unless either party provides notice of its intention not to renew the lease no fewer than 90 days prior to the expiration of the then current term of the lease. Tenant understands that the City's eventual plan for this property is for residential or mixed use purposes, and City is interested in working with developers toward such a project. As a result, City may, at any point, terminate this lease with 90 day written notice to Tenant. Tenant may terminate this lease at any time.

4. Use.

The Tenant shall use the leased property only for parking in connection to the building located at 53 Maple Street, Lewiston, Maine. The Tenant may allow the tenants of its Maple Street property to use the leased area for parking. The Tenant shall ensure that its tenants comply with all terms and conditions of this Lease. The Tenant's use of the demised premises shall at all times comply with all applicable governmental statutes, ordinances, and regulations.

5. Rental.

The initial rent for the demised premises shall be \$10 per month, payable quarterly in advance on the first day of January, April, July, and October, except that the rent for any partial quarter shall be prorated on a per diem basis.

6. Maintenance and Preservation.

The premises are leased to the Tenant as is where is. Tenant may undertake improvements to the leased premises with the written consent of the City Administrator. Tenant shall be responsible for all maintenance and repairs of the leased premises. Tenant shall preserve the tree currently

located at the Northeast corner of the leased premises. Tenant shall take care to preserve the existing chain link fence on the City property at 45 Maple Street and shall be responsible for any repair or replacement of this fence upon termination of this lease, normal wear and tear excepted.

6. Insurance.

The Tenant agrees to keep and save the City harmless and indemnified against all claims arising from damage to or destruction of personal property occurring on or about the leased premises. The City shall not be liable for any loss, injury, death, or damage to persons or property sustained by the Tenant or by any person upon the leased premises, and the Tenant shall indemnify the City against all claims, liability, loss, or damage on account thereof. The Tenant shall maintain throughout the term of this lease a public liability insurance policy naming the City and the Tenant as insureds, in form and amount reasonably acceptable to the City, and shall provide certificates or other proof of such insurance.

The indemnification provided under this paragraph shall extend to and include any and all costs incurred by the City of Lewiston to answer, investigate, defend and settle all such claims, including but not limited to the City of Lewiston's costs for attorneys fees, expert and other witness fees, the cost of investigators, and payment in full of any and all judgments rendered in favor of Lessee's agents, servants, employees, or tenants against the City of Lewiston in regard to claims made or asserted by such agents, servants, tenants, or employees.

7. Default.

If the Tenant fails to pay the rent or other charges payable hereunder for a period of thirty days after written notice thereof has been given by the City or if the Tenant fails to perform or observe any of the other covenants, terms, provisions, or conditions of this lease on the Tenant's part to be performed or observed and such failure continues for a period of thirty days after written notice thereof has been given by the City (except that if such default cannot be cured with the exercise of all due diligence within said period, then said period of thirty days shall be extended for such period as shall be required if the Tenant commences forthwith and prosecutes the curing of the same with all due diligence), notwithstanding any license of any former breach of covenant or waiver of the benefit thereof or consent thereto in a former instance, the City lawfully may, immediately or at any time thereafter, without further demand or notice, terminate this lease by giving the Tenant written notice thereof.

8. Miscellaneous Provisions.

8.1. Assignment. This lease may not be assigned or the leased premises sublet by the Tenant without the prior written consent of the City.

8.2. Memorandum of Lease. The parties shall not record a Memorandum of Lease or the Lease.

8.3. Bind and Inure. All of the terms and provisions of this lease shall be binding upon and

shall inure to the benefit of the heirs, executors, administrators, and successors of the respective parties hereto, except that all covenants of the City contained in this lease shall be binding upon the City and the City's successors only with respect to breaches occurring during the City's or the City's successors' respective ownership of the City's interest under this lease.

8.4. Invalidity of Particular Provisions. If any term or provision of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this lease, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

8.5. Governing Law. This lease shall be governed by and construed in accordance with the laws of the State of Maine.

8.6. Paragraph Headings. The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this lease.

In witness whereof the Landlord and the Tenant have caused this instrument to be signed and sealed in any number of counterpart copies, each of which counterpart copies shall be deemed an original for all purposes, as of the day and year first above written.

Witness:

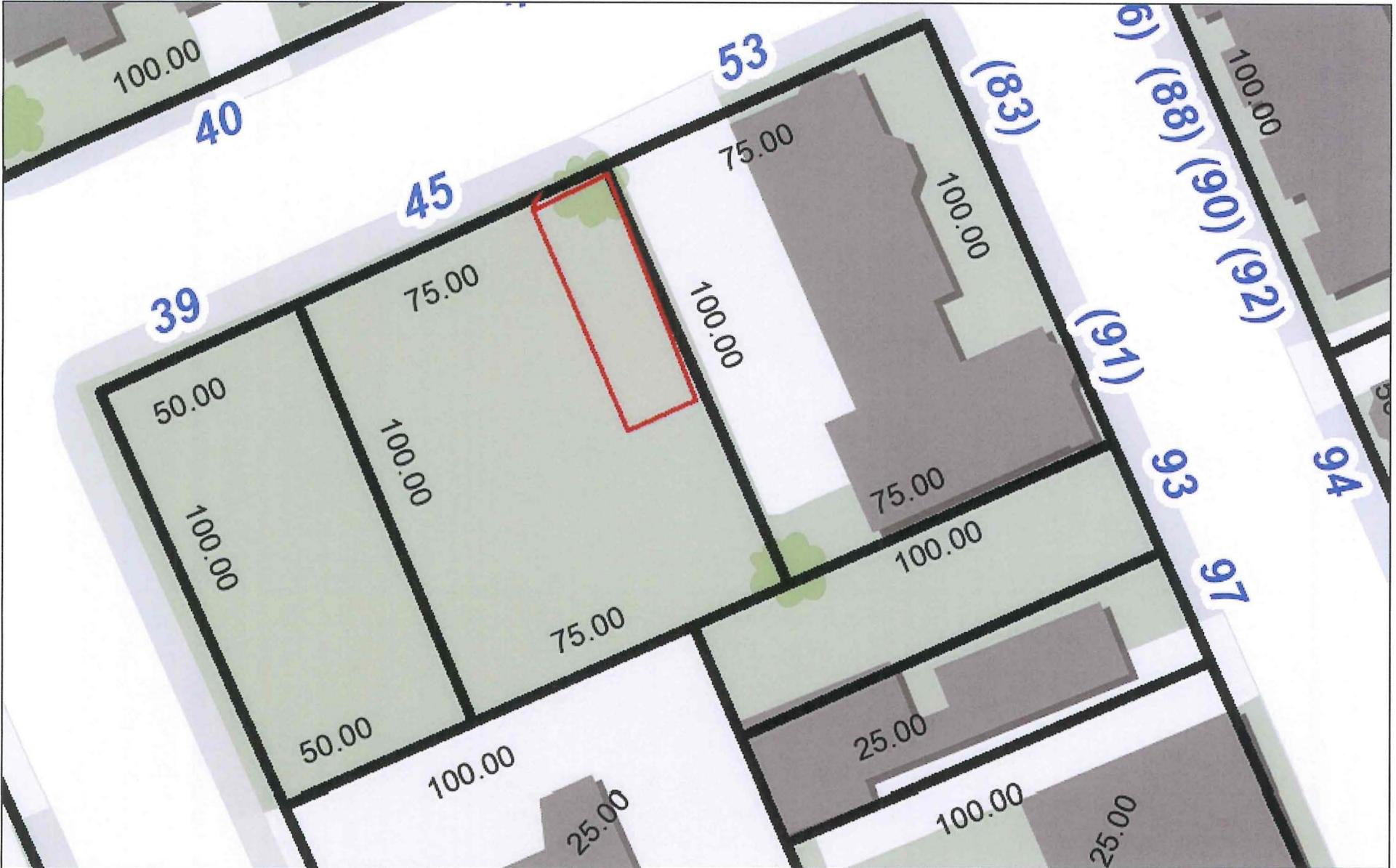
The City of Lewiston

By _____
Its

Six Sigma Properties

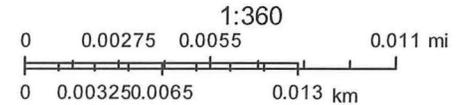
By _____
Its

City of Lewiston



December 14, 2017

- parcels
- City Limits
- Parcel Line
- Proposed
- Override 1
- Mobile Home Lot



Lewiston, Maine
Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan,

Untitled Map

Write a description for your map.

Legend

 Path Measure



LEWISTON CITY COUNCIL

MEETING OF DECEMBER 19, 2017

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 9

SUBJECT: Order authorizing the City Administrator to execute a New Collective Bargaining Agreement between the City of Lewiston and the American Federation of State, County and Municipal Employees (AFSCME) Local 1458 on behalf of the Lewiston Public Works Unit.

INFORMATION:

The City Council is requested to ratify a three year agreement with AFSCME Local 1458 representing the Lewiston Public Works Unit. This agreement is for the period of July 1, 2017 to June 30, 2020.

Please see the attached memorandum from Denis D'Auteuil, Deputy City Administrator regarding the highlights of the new agreement.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EARJ/kmm

REQUESTED ACTION:

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To approve the order authorizing the City Administrator to Execute a New Collective Bargaining Agreement between the City of Lewiston and the American Federation of State, County and Municipal Employees (AFSCME) Local 1458 on behalf of the Lewiston Public Works Unit.



COUNCIL ORDER

Order, Authorizing the City Administrator to Execute a New Collective Bargaining Agreement between the City of Lewiston and the American Federation of State, County and Municipal Employees (AFSCME) Local 1458 on behalf of the Lewiston Public Works Unit.

Whereas, the City and Local 1458 Unit representatives have worked diligently over the last several months to develop a new collective bargaining agreement; and

Whereas, all who participated in the development of the Local 1458 Collective Bargaining Agreement believe that negotiations have produced a contract which is sensitive to the current economic climate and reflects the organizational goals and objectives of both the city and Local 1458;

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

The City Administrator is authorized to execute the new FY 2017-2020 American Federation of State, County, and Municipal Employees, Local 1458 Collective Bargaining Agreement and is authorized to approve any final administrative, non-monetary, and non-substantive amendments as needed.



EXECUTIVE DEPARTMENT

Edward A. Barrett, City Administrator
Denis D'Auteuil, Deputy City Administrator

To: Mayor and City Councilors
From: Denis D'Auteuil, Deputy City Administrator
Date: December 19, 2017
Re: Proposed AFSCME Local 1458 contract

The City has been working with the American Federation of State, County and Municipal Employees (AFSCME) Local 1458 to develop a new collective bargaining agreement to replace the agreement that expired on June 30, 2017. We are asking the City Council to take action on a New Collective Bargaining Agreement between the City and AFSCME Local 1458 for a term of July 1, 2017 to June 30, 2020.

Notable features of the two new contracts are:

- COLA Adjustment: 7/1/17 - 2.1%
1/1/18 - 0.5%
7/1/18 – 2%
7/1/18 – 28th year step added
7/1/19 – 2%
- Meal allowance increase
- Adjustment to flexible benefits plan
- Training stipend adjustment to Water Class III Operator.
- Language updates regarding emergency operations related to rest periods
- New sick leave accumulation language related to employee's separating from duty.
- Adjustment to Health Reimbursement Arrangement
- Adjustment to Health Insurance Premium Caps
- New Health Insurance Bridge for retiring employees or retirement bonus with 90 day notice
- Adjustment to annual OSHA approved footwear stipend
- Adjustment to tool allowance
- Adjustment to shift differential pay
- Combined two vacation accrual charts into one

Recommended action: To approve the proposed contracts.

LEWISTON CITY COUNCIL

MEETING OF DECEMBER 19, 2017

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 10

SUBJECT:

Appointment to the Planning Board.

INFORMATION:

There is currently an opening on the Planning Board for one full member position. The Mayor has decided not to execute his appointing authority since he is term limited and nearing the end of his Mayoral term. Under the Charter, if the Mayor does not make an appointment within 60 days of a vacancy, the appointing authority then becomes the City Council. The 60 day window was up on December 5, so the authority to make this appointment now rests with the City Council.

This agenda item consists of two potential actions:

- 1) To determine if the current City Council would like to make this appointment or forward that action to the incoming Council
- 2) If the current City Council would like to make the appointment, to review the applications and to make an appointment to fill the current vacancy for a full member of the Planning Board.

The position is for a five year term, however since this appointment is filling a current vacancy, the term will expire January 8, 2019.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

Appointments to the various city boards and committees are a policy decision of the City Council.

EAB/kmm

REQUESTED ACTION:

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1) To determine if the current City Council would like to make this appointment or forward that action to the incoming City Council.

If the current City Council would like to make the appointment:

- 2) To review the applications and to make an appointment to fill the current vacancy for a full member of the Planning Board, said term to expire January 8, 2019.

Agenda Item Number 10

Appointment to the Planning Board:

If the City Council chooses to make the appointment to fill the vacancy on the Planning Board, there are a few options to consider:

1) Promote the Associate Member of the Board to be a Full Member of the Board -

Kristine Kittridge is an Associate member of the Planning Board and she has served on the Board since June 23, 2017. Associate members attend all meetings, ask questions of the staff and applicants, and participate in the full discussion of each agenda item. They only vote in the absence of a full member.

Note - The Planning Board has two Associate member seats - Ms. Kittridge has a seat and the other one is vacant due to the recent (Nov. 21, 2017) resignation of Zachary Pettengill, citing his need to dedicate time to prepare for his service on the City Council. The appointment for the Associate member position vacated by Mr. Pettengill is still within the 60 day period for the Mayor's appointing authority. Should the current Mayor choose not to act to fill this opening, the appointment would transition to Mayor-Elect Bouchard.

2) Review the four applications submitted for the open seat -

Michael Brochu, 20 Deforge St
Emily Darby, 157 Farwell St
Safiya Khalid, 202 Park St
Benjamin Martin, 15 Roslin Ave

Note - the phone numbers and email addresses on the attached applications have been redacted for privacy purposes for the applicants

Note - all of these applications will be presented to Mayor-Elect Bouchard for review and consideration regarding the January 2018 appointments to the various citizen boards and committees

3) Present other names of Lewiston residents for review and consideration.

Note - The City Charter contains a residency restriction for members serving on the Planning Board. This is to allow for a balanced geographic, citywide representation on the Board. The Board can only have two members from the same ward serving on the Board at the same time. At this point, new appointments to the Board cannot be residents of Wards 1, 6 or 7 since these wards already have two members serving on the Board.

City of Lewiston

Application for Appointment to City Board/Commission/Committee

Full Name: Michael Louis Brochu

Street Address: 20 Deforge Street

Mailing Address (if different): _____

Telephone Number: ~~(207) 754-3006~~ (daytime) ~~(207) 764-8040~~ (evening)

Email Address: ~~mbrochu@gmail.com~~

Length of time as a Lewiston Resident: 43 Council Ward: 4

I wish to be considered for appointment to the:

Planning Board

(Name of Board/Commission/Committee)

Check one or both: Full Membership Status Associate Membership Status

Educational Background: Graduate of Lewiston High school, 1yr of College

Employment History: 10yrs @ W.E. Cloutier Construction, 24yrs @ H.E Sargent Construction

3years @ Johnson & Jordan Mechanical, 3years @ Damon Mechanical

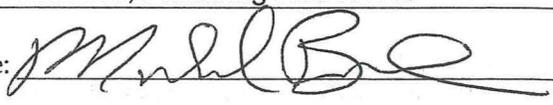
Community Service: none

Please note any prior experience, knowledge or abilities that you have which would contribute to the activities of the Board/Commission/Committee:

With 40 years in Construction and working or managing projects from Site & Road Utilities,

Commercial buildings, Water & Wastewater facilities, Plumbing And HVAC

Date: 11/15/2017

Signature: 

Thank you for your interest in serving the City of Lewiston.

Please return form to: City Clerk's Office, 27 Pine Street, Lewiston, ME 04240-7297

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City of Lewiston

Application for Appointment to City Board/Commission/Committee

Full Name: Emily M. Darby

Street Address: 157 Farwell St., Lewiston, ME 04240

Mailing Address (if different):

Telephone Number: (daytime) (evening)

Email Address:

Length of time as a Lewiston Resident: 1 year Council Ward: 5

I wish to be considered for appointment to the: City of Lewiston Planning Board (Name of Board/Commission/Committee)

Check one or both: X Full Membership Status X Associate Membership Status

Educational Background: Please refer to attached resume for the vitae information.

Employment History: Please refer to attached resume for the vitae information.

Community Service: Please refer to attached resume for the vitae information.

Please note any prior experience, knowledge or abilities that you have which would contribute to the activities of the Board/Commission/Committee:

Please refer to attached resume for the vitae information.

Date: Nov. 21, 2017 Signature: Emily M. Darby

Thank you for your interest in serving the City of Lewiston. Please return form to: City Clerk's Office, 27 Pine Street, Lewiston, ME 04240-7297

Emily Michiko Darby
(Emily Tuttle 1992-2014)



157 Farwell St., Lewiston, ME 04240
Personal telephone: 207-753-2228
Personal email: [REDACTED]
Work email: edarby@lewistonpublicschools.org
<https://www.linkedin.com/in/emilymdarby>

EDUCATION:

Education Leadership 2013 University of Southern Maine, Gorham/Portland, ME
Master of Arts - TESOL 2007 Northern Arizona University, Flagstaff, AZ
Post-degree Secondary English Education 1994 Northern Arizona University, Flagstaff, AZ
Bachelor of Journalism 1987 University of Missouri, Columbia, MO

CERTIFICATIONS:

- Maine Assistant Principal 045
- Maine ELL K-12 660
- Maine Secondary English Language Arts 100

LEADERSHIP / TEACHING EXPERIENCE

2016-Present Lewiston High School, urban public high school grades 9-12, Lewiston, ME; student enrollment 1,293 with more than half public assistance and approximately 30% ELL. **ELL teacher.**

- Collaborated with administrators and content leaders to align mainstream Proficiency Based Learning standards for ELLs.
- Initiated, developed, and implemented newcomer class to meet the academic, social, and school orientation needs of newly arrived refugee students without prior literacy.
- Continue to advocate for ELL policies and individual needs and make frequent personal contact with ELL families.
- Continue an excellent working relationship with LHS language facilitators and Dean of Students.
- Continue to collaborate with colleagues to initiate data analysis and data based curriculum work.
- Continue to collaborate with administrators and IT staff to problem-solve school-wide Chromebook use and to integrate technology into ELL instruction.

2013-2016 Hebron Academy, private college preparatory boarding school grades 6-PG, Hebron, ME; student enrollment 250; 60% international/ESOL, ranging from full-pay to full financial aid.

International Program Director; English Language Summer Institute Director; ESL Department Chair and faculty; Advanced Placement Literature and Composition faculty:

- Developed and implemented policies and protocol for rapidly growing international demographic.
- Coordinated efforts among Business, Admissions, Residential Life, and Academics departments to improve school-wide efficiency and effectiveness.
- Led efforts to establish an on-site ETS-certified TOEFL testing center.
- Coordinated the school's first student-led Culture Fest.
- Acquired funding, coordinated team trip to China for parent receptions and educational research.
- Implemented English proficiency testing for placement; established baseline data; analyzed data to improve school curriculum and student performance. Increased the number of English-proficient graduates by 60% after the first year.
- Coordinated the development and implementation of a cross-discipline, thematic ESL curriculum.
- Provided professional development for ESL staff and for school-wide faculty.
- Cultivated relationships with international families through increased communication.
- Developed, launched, and oversaw an experiential, nature-based summer English program, which yielded a 73% increase in enrollment and 200% increase in net revenue after the first year.
- Developed curriculum for College Board Advanced Placement (AP) Literature and Composition. Increased the number of students passing AP exam from less than 1% to 90% after one year.

NOTES: ←
AS OF DEC 18
TEACHER AT
CONY HIGH/MIDDLE
SCHOOL in AUGUST

Emily Michiko Darby
(Emily Tuttle 1992-2014)

2010-2013 Durham Community School, rural public school, grades preK-8, Durham, ME; student enrollment 425; 25% free and reduced lunch.

RSU 5 District K-12 English curriculum chair; district Curriculum Steering Committee member; literacy interventionist; teacher mentor; yearbook advisor:

- Led English Language Arts K-12 curriculum alignment in seven-school district using College and Career Readiness, Common Core, and Understanding By Design (UBD) paradigms.
- Served on district-wide strategic planning and standards based curriculum steering committee.
- Developed and implemented curriculum, placement criteria, and assessments for Response to Intervention (RTI) programs for struggling middle school and elementary students that resulted in 90% of students showing state assessment performance improvements after the first year.
- Monitored student progress; analyzed data; maintained records; communicated results and recommendations with faculty and parents.
- Served as a mentor for teachers working on certification.
- Worked with Gifted and Talented, Special Education, and at-risk students as a classroom teacher and advisor; developed individual learning plans in heterogeneous classroom settings.
- Successfully and routinely used Positive Behavioral Interventions and Supports (PBIS) practices.
- Coordinated school yearbook production and taught students technology skills, graphic design concepts, budget and sales management skills.

2005-2010 and 1997-2002 (2002-2005 time off from teaching for child-rearing.)

King Middle School, urban public school, grades 6-8, Portland, ME; student enrollment ~525; 55% free and reduced lunch; 25% of students identified as ELL with 20+ first languages.

ESOL program coordinator and faculty; district Title VII (ESL) resource specialist; district 6-12 social studies curriculum leader; Expedition Learning Outward Bound trainer; Language Arts faculty; yearbook advisor:

- Collaborated on the writing of two successful Title VII grants for \$500,000 each for the school's ESOL program; managed program grant expenditures and documented student performance.
- Developed ESOL curriculum, placement criteria, and assessments to align with state standards.
- Developed and implemented mainstreaming criteria, protocols, scaffolding, and teacher resources.
- Expanded Expeditionary Learning Outward Bound learning model to ELL students.
- Coordinated with local organization such as the Portland Sea Dogs (Boston Red Sox AA team) and the ACLU for authentic student learning projects and products.
- Trained teachers in Prince George's County Public Schools, Baltimore, MD in Expeditionary Learning Outward Bound (ELOB) learning model.
- Published in ELOB's *Literacy All Day Long* ("Sammy Sosa, the Sports Beat, and English as a Second Language").
- Led grades 6-12 social studies curriculum alignment for three middle and two high schools.
- Taught mainstream English Language Arts and helped 95% of students improve test scores with 84% meeting or exceeding state standards the first year.
- Provided one-on-one and small group reading instruction to Title I students using theater methods.
- Created, implemented, managed after-school goal-focused program for at-risk students; monitored progress and collaborated with classroom teachers.
- Coordinated school yearbook production and taught students technology skills, graphic design concepts, budget and sales management skills.

Emily Michiko Darby
(Emily Tuttle 1992-2014)

1994-1997 Monument Valley High School, state school on Navajo Reservation, grades 9-12, Kayenta, AZ; student enrollment 1,000 in 1997; 90% free and reduced lunch, 95% ELL in 1997.

District 9-12 English Curriculum developer; English Department chair; School Steering Committee member; North Central Accreditation Steering Committee member; yearbook advisor:

- Enjoyed acceptance by Navajo community and participated in ceremonies and tribal events.
- Led department of 10 teachers in aligning comprehensive English curriculum to state standards.
- Established testing procedures and provided teacher training; improved student test scores on state assessments by 90% after second year of new curriculum.
- Created department resource library and inventory system.
- Chaired committee to revise school handbook; created and published monthly school newsletter.
- Consulted for Navajo Reservation high schools in meeting accreditation requirements, which included on-site visits, data collection, report writing, and feedback; served on accreditation team.
- Introduced multimedia technology as teaching and learning tools.
- Helped to decrease truancy and frequently served as student advocate.
- Participated in writing workshops with renowned writers Quincy Troupe and Sherman Alexie.
- Served as yearbook advisor and facilitated student-produced magazine; taught students journalism skills, technology skills, graphic design concepts, budget and sales management skills;

COMMUNITY INVOLVEMENT:

Androscoggin County Budget Committee: Served 6 years and chaired the last year. Led a 14-member body representing socially, economically, and geographically diverse municipalities. Guided the committee through budget work despite a lawsuit filed by municipalities against county commissioners. Led efforts for fiscal responsibility while maintaining public safety and other public services. Facilitated consensus decisions among committee members.

Founder and former board president of Youth Orchestra of Lewiston-Auburn (YOLA) 3 years: Established YOLA as a 501c3 nonprofit organization. Wrote bylaws, created and managed organization website, and managed marketing and fundraising efforts.

Minot Budget Committee member 8 years: Reviewed town budget proposals and expenditures. Provided recommendations on town floor at annual Town Meetings.

Grace Lutheran Church youth group leader past 7 years: Provide ongoing guidance for personal growth and community service. Coordinated fundraising efforts and logistics for urban renewal service projects in New Orleans (2012) and Detroit (2015) and currently Houston (2018).

Girl Scout Troop Leader / Regional Troops Manager 8 years: Coordinated council events. Managed regional budget. Guided girls through troop and personal achievements.

Coach: Hebron Academy boys junior varsity tennis 1 year; Trinity Catholic School (now St. Dominic's Academy) middle school girls soccer 2 years; Minot-Hebron Athletic Association soccer 3 years; Little League Tee Ball on Navajo Reservation 1 year.

JOURNALISM AND WRITING EXPERIENCE:

2003 to 2015 *Sun Journal*, Lewiston, ME 207-783-2281. Freelance writer / columnist. Wrote award-winning music column and features on world renown and national recording music artists such as Robert Cray, Arlo Guthrie, John Mayall, David Grisman, Charlie Musselwhite, Ricky Skaggs, Judy Collins, Shemekia Copeland, and dozens of others.

Emily Michiko Darby
(Emily Tuttle 1992-2014)

1991-1992 *The Arizona Daily Sun*, Flagstaff, AZ 928-774-4545. **Daily news reporter.**

Wrote hard news on local, state, and federal government. Covered regional environmental issues. Testified before U.S. Congressional subcommittee hearing as a result of investigative reporting. Routinely reviewed local and state budgets, contracts, and legal agreements. Covered political campaigns and elections. Always made deadline with as many as five by-lines in a single day.

1989-1990 *Tri-Valley Herald*, Pleasanton, CA 530-885-5656. **Daily news reporter.**

Wrote community and celebrity features and hard news on local and state government. Covered 1990 MLB World Series Game 4. Covered 1989 Loma Prieta earthquake. Routinely reviewed government budgets, contracts, and legal agreements. Covered political financial disclosures, campaigns, and elections. Always made deadline.

1987-1989 *Auburn Journal*, Auburn, CA, 530-885-7235. **Daily news reporter.**

Wrote community features and hard news on local, state, federal government and courts. Wrote breaking news. Routinely reviewed local and state budgets, contracts, and legal agreements. Covered political candidates, financial disclosures, and elections. Covered local school districts. Always made deadline.

1982-1983 *Scott County Signal*, Chaffee, MO 573-887-3636. **High school stringer** for prep football. s

NOV 16 2017

City of Lewiston
Application for Appointment to City Board/Commission/Committee

Full Name: Safya Kelalid

Street Address: 202 Park St. Apt 1

Mailing Address (if different): _____

Telephone Number: ~~207-738-2225~~ (daytime) _____ (evening)

Email Address: ~~safya.kelalid@gmail.com~~

Length of time as a Lewiston Resident: 13 yrs Council Ward: 5

I wish to be considered for appointment to the:

Planning Board
(Name of Board/Commission/Committee)

Check one or both: _____ Full Membership Status Associate Membership Status

Educational Background: University of Southern Maine, Psychology + Business major, Class of 2018, Lewiston High School

Employment History: Kucart, Pathways (Behavioral Health Professional), L.L. Bean, Student Intern

Community Service: Threat Street Youth, Public Library, Homework Helper, Lewiston Domestic Partner

Please note any prior experience, knowledge or abilities that you have which would contribute to the activities of the Board/Commission/Committee:

I know how important the Planning Board is, and I think it's important to have diversity of vet.

Date: 11-16-17 Signature: [Signature]

Thank you for your interest in serving the City of Lewiston.
Please return form to: City Clerk's Office, 27 Pine Street, Lewiston, ME 04240-7297

NOV 27 2017

City of Lewiston

Application for Appointment to City Board/Commission/Committee

Full Name: Benjamin Martin

Street Address: 15 Roslin Ave

Mailing Address (if different):

Telephone Number: ~~207-753-7027~~ (daytime) Saml (evening)

Email Address: ~~benjamin.martin@cityoflewis.com~~

Length of time as a Lewiston Resident: 4 Council Ward: 4

I wish to be considered for appointment to the:

Planning Board
(Name of Board/Commission/Committee)

Check one or both: Full Membership Status Associate Membership Status

Educational Background: Associate Degree Business Administration

Employment History: John F. Murphy 10 years

Community Service: Coach for LAYSA, School Committee Ward 4 2016-2017

Please note any prior experience, knowledge or abilities that you have which would contribute to the activities of the Board/Commission/Committee:

School Committee 2016-2017, Building Committee 2016-2017, Public Works Committee 2016

Date: 11/29/17 Signature: [Handwritten Signature]

Thank you for your interest in serving the City of Lewiston. Please return form to: City Clerk's Office, 27 Pine Street, Lewiston, ME 04240-7297