

**CITY OF LEWISTON**  
**STAFF REVIEW MEETING**  
Thursday, March 21, 2019 – 9:00 A.M.  
Third Floor Conference Room  
Lewiston City Building  
27 Pine Street, Lewiston, ME

## **AGENDA**

**I. ROLL CALL**

**II. ADJUSTMENTS TO THE AGENDA**

**III. CORRESPONDENCE**

**IV. PUBLIC HEARINGS:**

An application submitted by 188 Lincoln Street, LLC to review an adaptive reuse of a historic former fire station at 188 Lincoln Street. Uses include two new residences in the 2<sup>nd</sup> floor, a new restaurant on the 1<sup>st</sup> floor and residential and tenant storage in the basement.

**V. OTHER BUSINESS**

**VI. READING OF THE MINUTES:** Motion to adopt minutes from the February 21, 2019 meeting.

**VII. ADJOURNMENT**



### Zoning Summary

1. Property is located in the Mill District (M) zoning district.  
 2. Parcel Area: \_\_\_\_\_ acres / 8,750sf square feet(sf).

Regulations	<u>Required/Allowed</u>	<u>Provided</u>
Min Lot Area	None	/
Street Frontage	25'	/ 100'
Min Front Yard	None	/
Min Rear Yard	None	/
Min Side Yard	None	/
Max. Building Height	100'	/26'-4" +/-
Use Designation	Mixed Use Residential (2/Units, Two-Family) + Restaurant, Permitted	
Parking Requirement	1 space/ per _____ square feet of floor area *	
Total Parking:	0*	/
Overlay zoning districts (if any):	None, Known	/
Urban impaired stream watershed?	YES/NO If yes, watershed name <u>Unknown</u>	

\*0 Parking spaces due to historic re-use, Parking is provided by adjacent city-owned surface parking lot. In addition, there is a city-owned parking garage across canal nearby. Refer to lease agreement for 5 dedicated parking spaces between 188 Lincoln LLC and the City of Lewiston dated 10/17/2017 for additional information.

## DEVELOPMENT REVIEW APPLICATION SUBMISSION

Submission shall include payment of fee and fifteen (15) complete packets containing the following materials:

1. Full size plans containing the information found in the attached sample plan checklist.
2. Application form that is completed and signed.
3. Cover letter stating the nature of the project.
4. All written submittals including evidence of right, title and interest.
5. Copy of the checklist completed for the proposal listing the material contained in the submitted application.

Refer to the application checklist for a detailed list of submittal requirements.

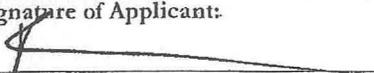
Lewiston's development review process and requirements have been made similar to Auburn's for convenience and to encourage development. Each City's ordinances are available online at their prospective websites:

Auburn: [www.auburnmaine.org](http://www.auburnmaine.org) under City Departments/ Planning and Permitting/Land Use Division/Zoning Ordinance

Lewiston: <http://www.ci.lewiston.me.us/clerk/ordinances.htm> Refer to Appendix A of the Code of Ordinances

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, I certify that the City's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

**This application is for development review only; a Performance Guarantee, Inspection Fee, Building Permit Application and other associated fees and permits will be required prior to construction.**

Signature of Applicant: 	Date: <u>3/12/19</u>
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# PROJECT DATA

The following information is required where applicable, in order to complete the application

## IMPERVIOUS SURFACE AREA/RATIO

Existing Total Impervious Area	5,524 sq. ft.
Proposed Total Paved Area	2,452 sq. ft.
Proposed Total Impervious Area	245 sq. ft.
Proposed Impervious Net Change	5769 sq. ft.
Impervious surface ratio existing	63 % of lot area
Impervious surface ratio proposed	66 % of lot area

## BUILDING AREA/LOT

### COVERAGE

Existing Building Footprint	3,065 sq. ft.
Proposed Building Footprint	N/A sq. ft.
Proposed Building Footprint Net change	N/A sq. ft.
Existing Total Building Floor Area	8,220 sq. ft.
Proposed Total Building Floor Area	8,220 sq. ft.
Proposed Building Floor Area Net Change	0 sq. ft.
New Building	No (yes or no)
Building Area/Lot coverage existing	35 % of lot area
Building Area/Lot coverage proposed	35 % of lot area

### ZONING

Existing Vacant, former city offices/fire station  
 Proposed, if applicable Mixed Use Residential (2 Units, Two-Family) + Restaurant

### LAND USE

Existing Vacant, former city offices/fire station  
 Proposed Mixed Use Residential (2 Units, Two-Family) + Restaurant

### RESIDENTIAL, IF APPLICABLE

Existing Number of Residential Units 0  
 Proposed Number of Residential Units 2  
 Subdivision, Proposed Number of Lots N/A

### PARKING SPACES

Existing Number of Parking Spaces 0  
 Proposed Number of Parking Spaces 5  
 Required Number of Parking Spaces 0  
 Number of Handicapped Parking Spaces 0, Restaurant will have required handicap spaces to be determined with their tenant fit-out permit  
\$700,000 +/- for shell

### ESTIMATED COST OF PROJECT

## DELEGATED REVIEW AUTHORITY CHECKLIST

### SITE LOCATION OF DEVELOPMENT AND STORMWATER MANAGEMENT

Existing Impervious Area	5524 sq. ft.
Proposed Disturbed Area	245 sq. ft.
Proposed Impervious Area	245 sq. ft.

1. If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with MDEP.
2. If the proposed impervious area is greater than one acre including any impervious area created since 11/16/05, then the applicant shall apply for a MDEP Stormwater Management Permit, Chapter 500, with the City.
3. If total impervious area (including structures, pavement, etc) is greater than 3 acres since 1971 but less than 7 acres, then the applicant shall apply for a Site Location of Development Permit with the City. If more than 7 acres then the application shall be made to MDEP unless determined otherwise.
4. If the development is a subdivision of more than 20 acres but less than 100 acres then the applicant shall apply for a Site Location of Development Permit with the City. If more than 100 acres then the application shall be made to MDEP unless determined otherwise.

### TRAFFIC ESTIMATE

Total traffic estimated in the peak hour-existing  
 (Since July 1, 1997)

The closest intersection we've found on the 2016 Maine Traffic Count report is NB ay SR 11 (Main Street) and Hammond St. In 2011, this was listed as 8,360 per day. In 2014, it was recounted to be 7,850 per day.

Total traffic estimated in the peak hour-proposed  
 (Since July 1, 1997).

The restaurant occupant and employee count is calculated to be 152 max +/-.  
 Considering the relative small size of the project, and the recent overall reduction of traffic in the immediate area, there appears to be no notable impact on local traffic load.

If the proposed increase in traffic exceeds 100 one-way trips in the peak hour a traffic movement permit will be required

**Development Review Checklist**  
 City of Auburn Planning and Permitting Department  
 City of Lewiston Department of Planning and Code  
 Enforcement



THE FOLLOWING INFORMATION IS REQUIRED WHERE APPLICABLE TO BE  
 SUBMITTED FOR AN APPLICATION TO BE COMPLETE

PROJECT NAME: 188 Lincoln Street Residences

PROPOSED DEVELOPMENT ADDRESS and PARCEL #: RE00006236

Required Information		Check Submitted		Applicable Ordinance	
		Applicant	Staff	Lewiston	Auburn
<b>Site Plan</b>					
	Owner's Names/Address	X			
	Names of Development	X			
	Professionally Prepared Plan	X			
	Tax Map or Street/Parcel Number	X			
	Zoning of Property	X			
	Distance to Property Lines	X			
	Boundaries of Abutting land	X			
	Show Setbacks, Yards and Buffers	N/A			
	Airport Area of Influence (Auburn only)	N/A			
	Parking Space Calcs	See notes			
	Drive Openings/Locations	N/A			
	Subdivision Restrictions	N/A			
	Proposed Use	X			
	PB/BOA/Other Restrictions	N/A			
	Fire Department Review	Forthcoming			
	Open Space/Lot Coverage	X			
	Lot Layout (Lewiston only)	X			
	Existing Building (s)	X			
	Existing Streets, etc.	X			
	Existing Driveways, etc.	X			
	Proposed Building(s)	N/A			
	Proposed Driveways	N/A			
<b>Landscape Plan</b>					
	Greenspace Requirements				
	Setbacks to Parking				
	Buffer Requirements				
	Street Tree Requirements				
	Screened Dumpsters	By Tenant			
	Additional Design Guidelines				

	Lake Auburn Watershed (Auburn only)	X			
	Taylor Pond Watershed (Auburn only)	X			
<b>Right Title or Interest</b>					
	Verify	X, Under separate cover			
	Document Existing Easements, Covenants, etc.				
<b>Technical &amp; Financial Capacity</b>					
	Cost Est./Financial Capacity	X, Under separate cover			
	Performance Guarantee				
<b>State Subdivision Law</b>					
	Verify/Check				
	Covenants/Deed Restrictions				
	Offers of Conveyance to City	N/A with scope of work. Verify with Lewiston Planning Department			
	Association Documents				
	Location of Proposed Streets & Sidewalks				
	Proposed Lot Lines, etc.				
	Data to Determine Lots, etc.				
	Subdivision Lots/Blocks				
	Specified Dedication of Land				
<b>Additional Subdivision Standards</b>					
	Single-Family Cluster (Lewiston only)	N/A with scope of work. Verify with Lewiston Planning Department			
	Multi-Unit Residential Development (Lewiston only)				
	Mobile Home Parks				
	Private Commercial or Industrial Subdivisions (Lewiston only)				
	PUD (Auburn only)				
<b>A jpeg or pdf of the proposed site plan</b>		X			
<b>Final sets of the approved plans shall be submitted digitally to the City, on a CD or DVD, in AutoCAD format R 14 or greater, along with PDF images of the plans for archiving</b>		PDFs provided			

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:

*Jamie Jeffers*

SELLER

*Edward A. Barrett* Date: 10-4-17  
By: Edward A. Barrett  
Its: City Administrator

*[Signature]*

BUYER

*[Signature]* Date: 10/17/17  
By: *LWS Development*  
Its: *Michael*

*[Signature]*

BUYER

*[Signature]* Date: 10/17/17  
By: *Wilb & Co.*  
Its: *Kara Wilbur*  
*owner*

ESCROW AGENT

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**SCHEDULE OF EXHIBITS**  
Exhibit A – Legal Description





