

LEWISTON CITY COUNCIL

WORKSHOP AGENDA

Tuesday, January 14, 2020

City Council Chambers

6:00 pm Workshop

Pledge of Allegiance to the Flag.

WORK SESSION

1. Presentation of the 2021 Lewiston Capital Improvement Plan – 30 minutes
2. Overview of City Paving Program – 20 minutes
3. Proposed East Avenue Lane Reassignment – 15 minutes
4. Proposed Fees and Penalties – Utility Poles and Telecommunications Installations – 10 min.
5. Proposed Lease with Maine Drug Enforcement Agency for Office Space – 20 minutes

LEWISTON CITY COUNCIL
WORKSHOP AGENDA
TUESDAY, JANUARY 14, 2020
6:00 PM

1. Presentation of the 2021 Lewiston Capital Improvement Plan – 30 minutes

The City Charter requires that the City Administrator present a 5 year capital improvement plan to the City Council at least four and one-half months prior to the end of the City's fiscal year (June 30th). The Charter further requires that the Planning Board provide the Council with a recommendation on the plan prior to February 15th. By Ordinance, the Finance Committee is similarly charged to make a recommendation by that date. A copy of the proposed 2021 LCIP will be separately provided in advance of Tuesday's presentation of the plan and a copy of a summary PowerPoint presentation is attached. The members of the Planning Board and Finance Committee have been invited to attend.

2. Overview of City Paving Program – 20 minutes

The condition of the City's streets is one of the major concerns of our residents. The City annually undertakes a street paving and reconstruction program to address this concern. Three years ago, the City began using a street condition inventory as one element of the decision making process as to which streets will be addressed and how they will be addressed. The assessment done in 2015 rated each section of City street on a scale of 0 to 100. At that time, the city's overall rating was 72%, or fair, with 77% of our streets in fair or better condition. The report then recommended that the City should spend about \$2.8 million per year to maintain existing street quality. A copy of that report is available at <https://www.lewistonmaine.gov/DocumentCenter/View/6297/2016-Pavement-Management-Report?bidId=>. We have recently completed an update of this assessment, and Public Works Director Dale Doughty would like to review it with you along with some suggestions on how our current paving practices might be modified.

3. Proposed East Avenue Lane Reassignment. – 15 minutes

The City and the Maine Department of Transportation have been working on a project to address the stretch of East Avenue between Homefield Street and Fairlawn Avenue at a total project cost of \$1,310,000, of which the local share would be 10% of \$131,000. This is a section of East Avenue running from Southwest of Sabattus Street to the Northwest just beyond Sabattus. This is a relatively narrow four lane street with multiple intersecting side streets, resulting in frequent left turn movements. The proposal to is to reduce this stretch of East Avenue to a three lane section with a center turn lane. This is anticipated to improve safety along this stretch and to allow through traffic to move more consistently. It is our practice to review proposed traffic lane reassignments with the City Council and to seek its approval prior to implementing a change.

4. Proposed Fees and Penalties – Utility Poles and Telecommunications Installations – 10 minutes

At the last Council meeting, a new ordinance regulating above ground power, fiber, and telecommunications Installations, including utility poles in the right of way, was introduced for first reading. That ordinance will be back for second reading at the next meeting and, if enacted, it authorizes certain fees and penalties. Those fees and penalties are set by the Council in a Master Policy document found at

<https://www.lewistonmaine.gov/DocumentCenter/View/548/081-MiscellaneousCityFees?bidId=>. It will be necessary to amend this policy to establish the new fees and penalties. A copy of the proposed amendment is attached.

5. Proposed Lease with Maine Drug Enforcement Agency for Office Space – 10 minutes

The Maine Drug Enforcement Agency has occupied space at the Armory for many years at no cost to the agency. In addition to MDEA occupying space in the Armory, other state law enforcement personnel operate out of the Public Works facility on River Road. Recently, the State Court System vacated space leased from the City in the so-called Violations Bureau Building at 85 Park Street and the City Council approved funding to renovate space in the building to house the joint agency operations involving the Lewiston Police Department and state/federal law enforcement personnel. That work is currently underway and will be completed soon. The Maine Drug Enforcement Agency has also agreed to lease space in the facility to assist in defraying the costs of building operations. A draft lease has been negotiated and is attached. We would like to review this with you prior to asking for formal approval at the next meeting.

**Proposed FY21
Capital Improvement
Program**

FY21 – FY25

\$155 Million in Projects

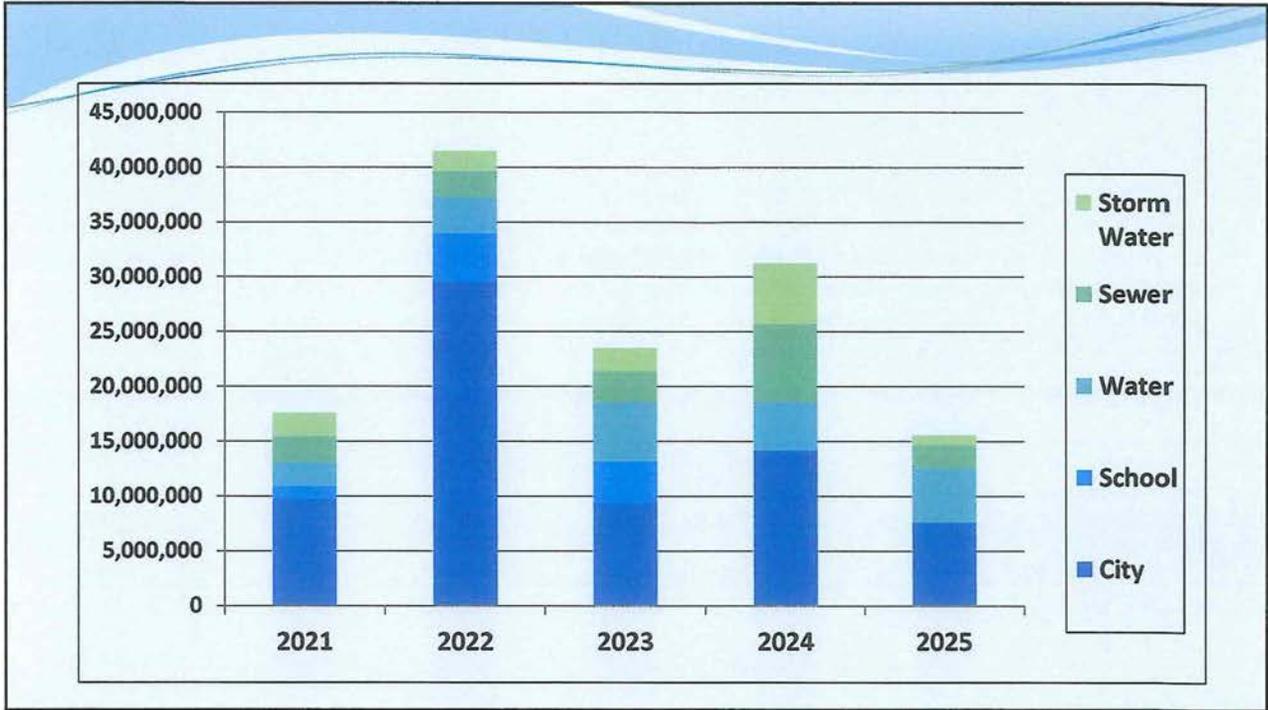
\$138 Million from City Resources

Proposed Use of Local Sources

AREA	FY21	FY21-FY25
City Bond Issue	9,747,950	70,337,685
City Operating Budget	333,500	2,082,245
School Bond Issue	1,155,000	9,378,000
Water Bond Issue	2,100,000	20,100,000
Water Operating Budget	525,000	2,369,000
Sewer Operating Budget	60,000	655,000
Sewer Bond Issue	2,450,000	16,955,000
Sewer Impact Fees	115,000	625,000
Storm Water Operating Budget	600,000	2,600,000
Storm Water Bond Issue	<u>2,145,000</u>	<u>12,560,000</u>
TOTAL	19,231,450	137,661,930

Proposed Bond Issues

FUND	2021	2022	2023	2024	2025	Total
City	9,747,950	29,506,300	9,343,500	14,149,000	7,590,935	70,337,685
School	1,155,000	4,429,000	3,794,000			9,378,000
Water	2,100,000	3,300,000	5,400,000	4,350,000	4,950,000	20,100,000
Sewer	2,450,000	2,375,000	2,850,000	7,175,000	2,105,000	16,955,000
Storm Water	<u>2,145,000</u>	<u>1,850,000</u>	<u>2,115,000</u>	<u>5,550,000</u>	<u>900,000</u>	<u>12,560,000</u>
TOTAL	17,597,950	41,460,300	23,502,500	31,224,000	15,545,935	129,330,685

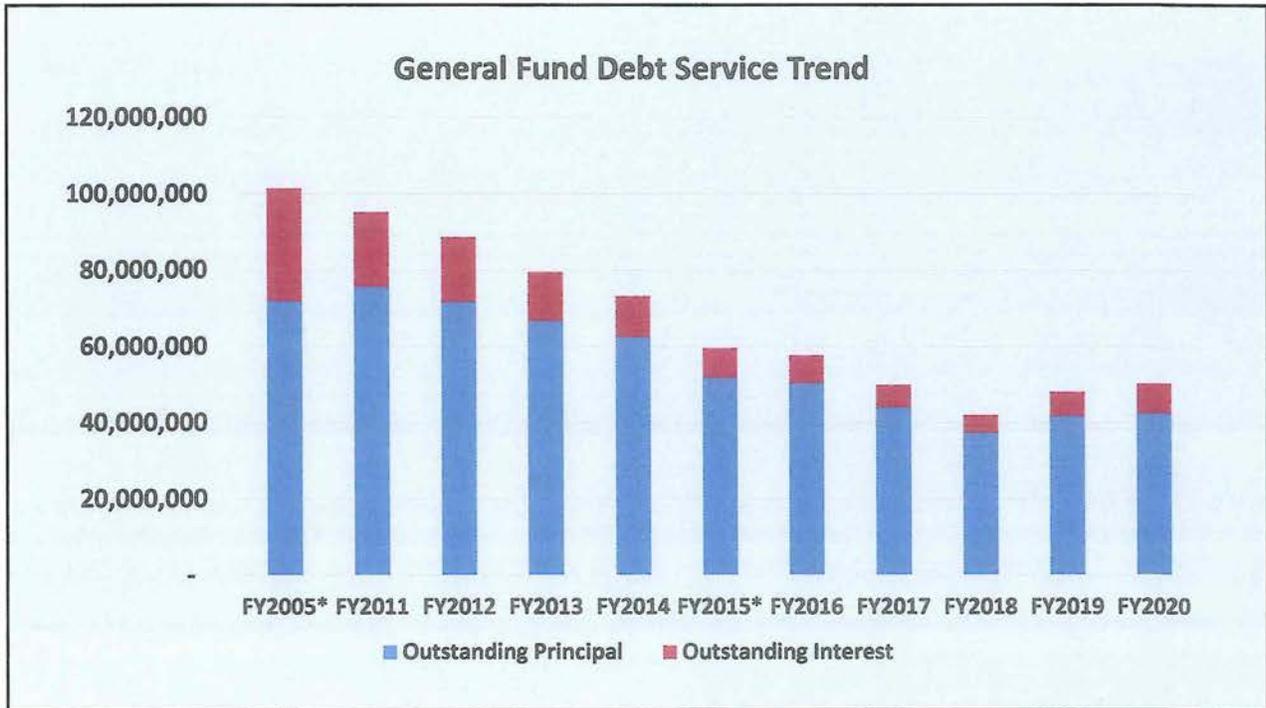


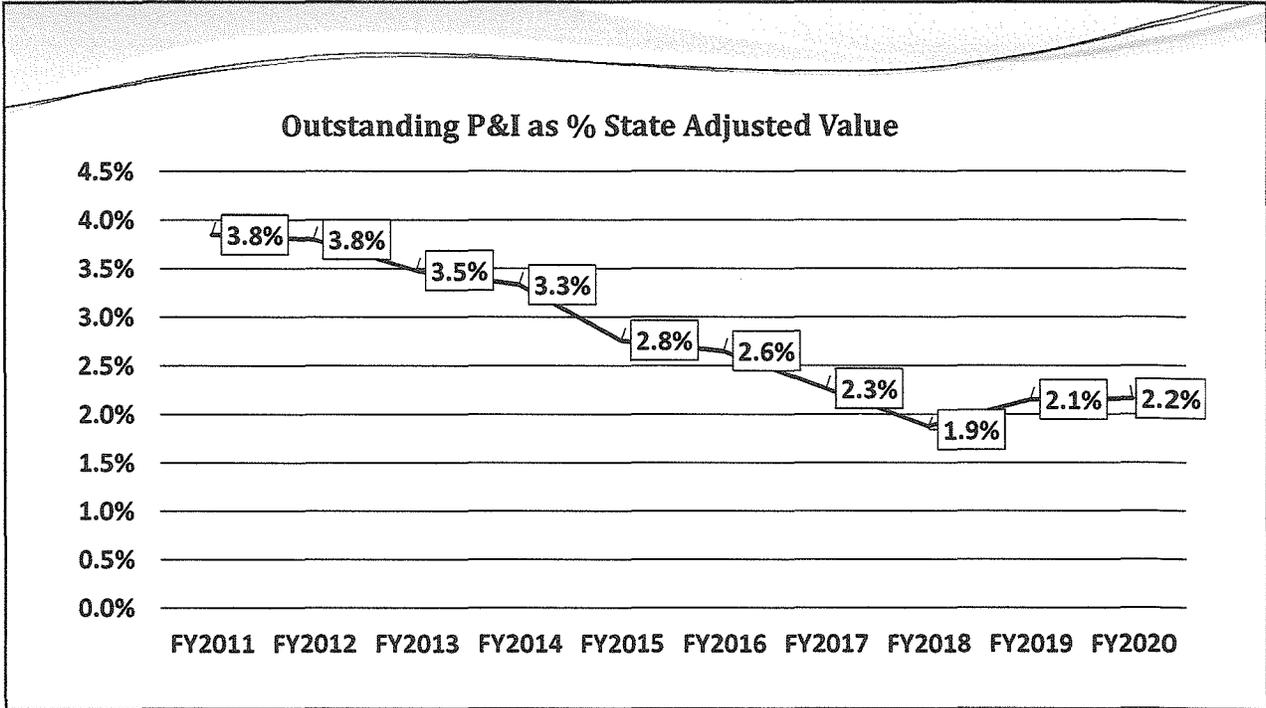
Outstanding Debt Issued & Authorized as of 12/31/19	
City	\$46,586,786
Pension	1,305,000
School	73,287,738 *
Water	21,226,300
Sewer	18,498,203
Storm Water	13,383,510
TIF Special Revenue	1,138,060
Authorized, Unissued Debt	<u>36,683,000</u>
Total	\$212,108,597

*Of this amount, \$52,832,201 in debt associated with new school construction is paid by the State.

DEBT SERVICE as a % of the FY2020 OPERATING BUDGET

CITY	19.0%
SCHOOL	9.5%
 TOTAL	 12.5%





DEBT MANAGEMENT

- LOWERED DEBT AUTHORIZATION LIMIT TO 80%
- REFINANCE DEBT WHEN POSSIBLE
- MOVE RECURRING EXPENDITURES INTO THE OPERATING BUDGET
- USE UNALLOCATED FUND BALANCE AFTER RAINY DAY REQUIREMENTS ARE MET

FUTURE YEAR DEBT SERVICE REQUIREMENT CITY GENERAL FUND ONLY

<u>FISCAL YEAR</u>	<u>PRINCIPAL AND INTEREST PAYMENT</u>
FY20 (Current)	\$8,538,745
FY21	\$8,887,556
FY22	\$6,657,907
FY23	\$6,183,652
FY24	\$5,110,489
FY25	\$3,684,648

FY2021 CAPITAL IMPROVEMENT PROGRAM

AIRPORT:	Total Cost	City Share
Reconstruction of FBO Ramp	800,000	400,000
Snow Removal Equipment	350,000	175,000
Airport Master Plan Update	300,000	7,500
Pickup Mounted Fire Fighting Foam Generator	100,000	50,000
	1,550,000	632,500
TRANSIT COMMITTEE:		
Bus & Bus Support Equipment	420,000	50,000
ASSESSING:		
City-Wide Revaluation	115,000	115,000

City share projects in red are proposed to be funded through bond issuance.

FY2021 CAPITAL IMPROVEMENT PROGRAM

ECONOMIC & COMMUNITY DEVELOPMENT:	Total Cost	City Share
Canal Ownership Projects	240,000	240,000
Riverfront Island Implementation	150,000	150,000
Oxford Street Parking Lot	160,000	160,000
Bates Mill 5 Environmental Clean-up	505,000	255,000
Lincoln Street Garage Phase II	952,000	952,000
	2,007,000	1,757,000
MIS DEPARTMENT:		
Lewiston Technology Upgrades	480,000	480,000
POLICE DEPARTMENT:		
BLDG 6 - Police Building Expansion Project	280,000	280,000
FIRE DEPARTMENT:		
Ladder 1 Refurbishment	250,000	250,000
Main Street Fire Station Replacement Project	550,000	550,000
	800,000	800,000

FY2021 CAPITAL IMPROVEMENT PROGRAM

PUBLIC WORKS - BUILDINGS:	Total Cost	City Share
BLDG 9 - Entrance Security Upgrades	126,000	126,000
BLDG 4 - Canal Street Parking Garage Repairs	200,000	200,000
	326,000	326,000
PUBLIC WORKS - HIGHWAY:		
Birch, Caron, & Jefferson Streets Sidewalk Rehabilitation	350,000	350,000
Street Crosswalk Report Implementation Plan	75,000	75,000
Sidewalk Maintenance & Rehabilitation	352,000	352,000
Street Maintenance Program	3,828,500	3,044,250
	4,605,500	3,821,250
PUBLIC WORKS - MDOT PROJECTS:		
MDOT 2 - East Avenue - Homefield Street to Fairlawn Avenue	210,000	21,000

FY2021 CAPITAL IMPROVEMENT PROGRAM

PUBLIC WORKS - MUNICIPAL GARAGE:	Total Cost	City Share
Municipal Garage Vehicle & Equipment Replacement	1,231,700	1,231,700
PUBLIC WORKS - OPEN SPACES:		
Hudson Bus Soccer Field	320,000	320,000
Dufresne Plaza Concrete Surface	247,000	247,000
	567,000	567,000
SCHOOL DEPARTMENT:		
McMahon School Parking Expansion	600,000	600,000
Dingley Building Security	255,000	255,000
District Wide Security Camera Upgrade	300,000	300,000
	1,155,000	1,155,000

FY2021 CAPITAL IMPROVEMENT PROGRAM

SEWER DIVISION:	Total Cost	City Share
Rehabilitation of Old Sanitary Sewer Mains	1,100,000	1,100,000
Equipment Replacement Program	60,000	60,000
Collection System Inspection & Rehabilitation	600,000	600,000
CSO Separation - Various Areas	300,000	300,000
CSO Storage at LAWPCA	250,000	250,000
Pump Station Replacement	200,000	200,000
Criticality & Risk Assessment of Collection System	115,000	115,000
	2,625,000	2,625,000

FY2021 CAPITAL IMPROVEMENT PROGRAM

STORM WATER DIVISION:	Total Cost	City Share
Storm Drain Inspection	385,000	385,000
Storm Drains for Road Rehabilitation Projects	600,000	600,000
 Jepson Brook Channel Upgrades	 1,100,000	 1,100,000
Culvert Replacement Program	110,000	110,000
CSO Separation - Various Areas	300,000	300,000
CSO Storage at LAWPCA	250,000	250,000
	2,745,000	2,745,000

FY2021 CAPITAL IMPROVEMENT PROGRAM

WATER DIVISION:	Total Cost	City Share
Lewiston SCADA Program	100,000	100,000
Distribution Water Main Replacement/Rehabilitation	2,100,000	2,100,000
Equipment Replacement Program	50,000	50,000
Lake Auburn Watershed Protection Commission Sinking Fund	50,000	25,000
Meter Program	350,000	350,000
	2,650,000	2,625,000
TOTAL	21,767,200	19,231,450

DEBT AUTHORIZATION LIMIT			
	Principal Due		
	June 30, 2020	June 30, 2019	June 30, 2018
City	6,779,315.81	6,625,896.22	6,599,863.83
School	5,328,076.08	5,305,809.86	3,555,304.81
Less Conner, Geiger & Pett.	(3,563,131.65)	(3,563,131.65)	(1,432,300.00)
QZAB Group	476,418.12	445,739.36	497,367.26
Colisee	70,440.37	71,062.08	87,942.69
	<u>9,091,118.73</u>	<u>8,885,375.87</u>	<u>9,308,178.59</u>
Three Year Average			9,094,891.06
			<u>0.80</u>
	Local Debt Limitation		7,275,912.85
	LCIP 2021 Plan Requests		10,902,950.00
	Under/(Over) Limitation		(3,627,037.15)
		% Bonded	149.85%
		% Under/(Over) Limit	-49.85%
	Prior Year's Limitation		7,086,044.35

DEBT AUTHORIZATION LIMIT	
FY2021 Proposed Bonds	\$10,902,950
80% Limit	\$7,275,913
Over/(Under) Limit	\$3,627,037

FY2021 CAPITAL IMPROVEMENT PROGRAM

Calendar of Events

February 4th – LCIP Public Hearing

February 12th – on or before that date, the Finance Committee and Planning Board's recommendations are needed for the City Council

February 18th – City Council is scheduled to adopt the LCIP.

March 1st – required Charter adoption date.

Lewiston Street Maintenance Overview and Strategies 2020

- Background
- Network Condition and Trends
- Current Pavement Approach – Pros and Cons.
- Future Pavement Approaches
- Other Discussion

Background- Pavement Assessments

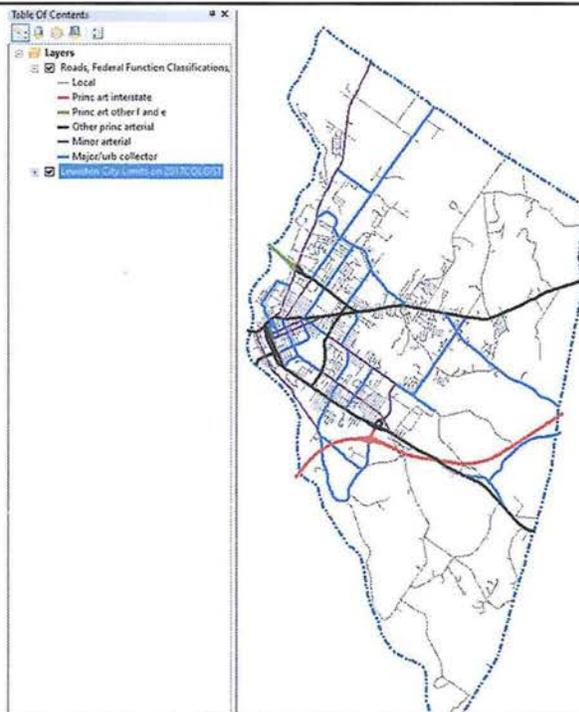
- Gorrill Palmer
 - Pavement Management Survey, Lewiston, Maine
 - Dated 2015-2016
 - Pavement Condition Study for Lewiston Maine
 - Dated 2019

Streets and Highways

- All Lewiston
 - Local **133 miles**
- Lewiston and State
 - Major/ Urban Collector (Pond Road) **38 miles**
- State/MPO-ATRC with Lewiston's match (often 10% varies)
 - Arterial (Pleasant St/Sabattus St) **18 miles**

Streets and Highways

Federal Functional Classification (FFC)



Pavement Condition Rating

PCI	Maintenance Strategy
86 - 100	Good - Future Overlay
71 - 85	Satisfactory - Future Overlay
56 - 70	Fair - Light Overlay/Shim (1.0")
41 - 55	Poor - Heavy Overlay/Shim(2.25")
26 - 40	Very Poor - Reclaim/Reconstruct
11 - 25	Serious - Reconstruct
0 - 10	Failed - Reconstruct



Good



Satisfactory



Fair

Pavement Condition Rating

PCI	Maintenance Strategy
86 - 100	Good - Future Overlay
71 - 85	Satisfactory - Future Overlay
56 - 70	Fair - Light Overlay/Shim (1.0")
41 - 55	Poor - Heavy Overlay/Shim(2.25")
26 - 40	Very Poor - Reclaim/Reconstruct
11 - 25	Serious - Reconstruct
0 - 10	Failed - Reconstruct



Poor



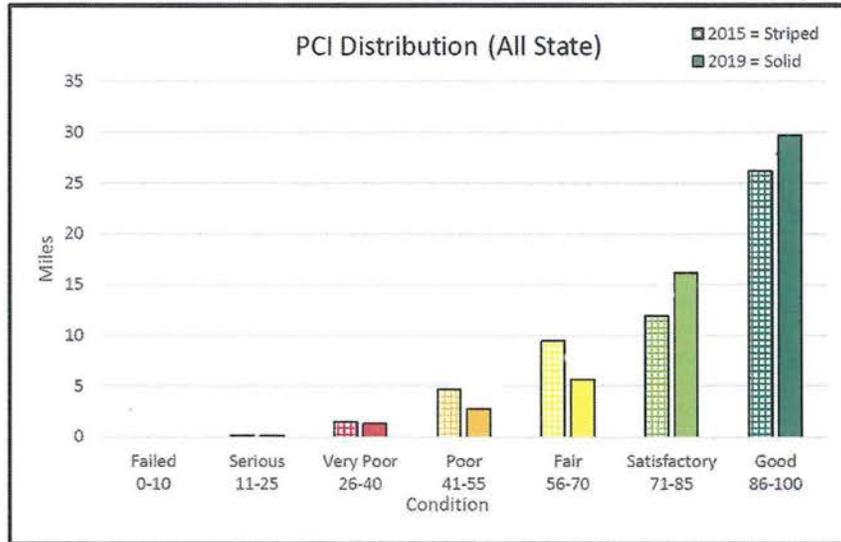
Serious



Failed

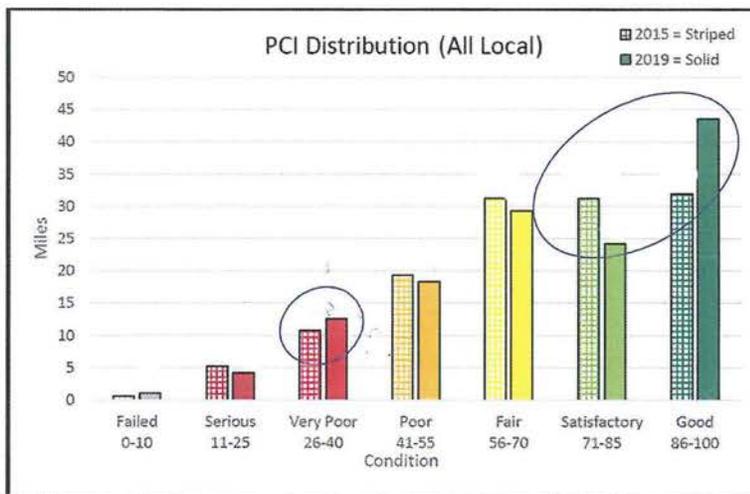
How are we doing?

- PCI in 2015 was 72.04 which rose 2.65 by 2019 resulting in the average PCI of 74.69

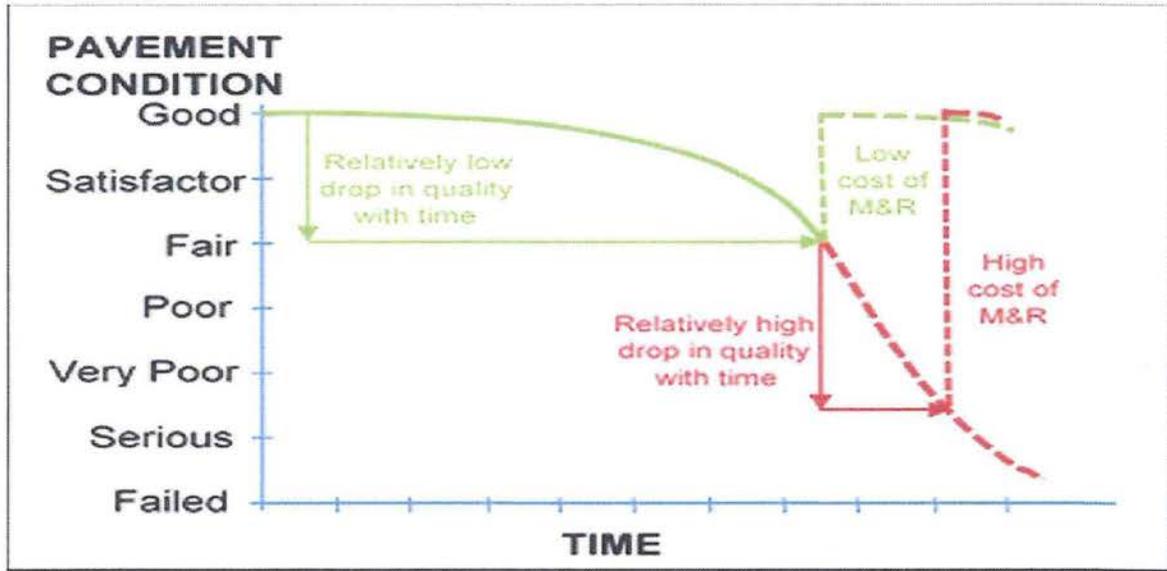


How are we doing?

Average budget from 2015 to 2019 is approximately \$1,850,000.

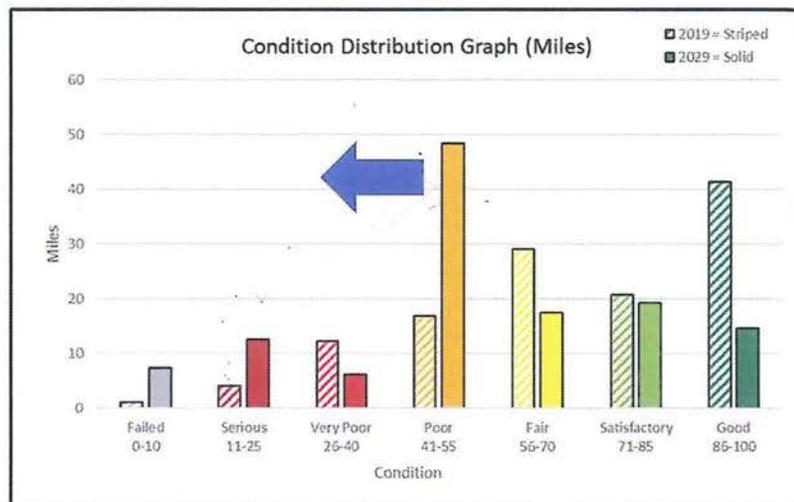


Pavement Degradation- Stratigies



What if we do nothing?

PCI is predicted to drop from 69 (Fair) to 54 (Poor) in 10-years. This would accelerate into the future and is very difficult to recover from..



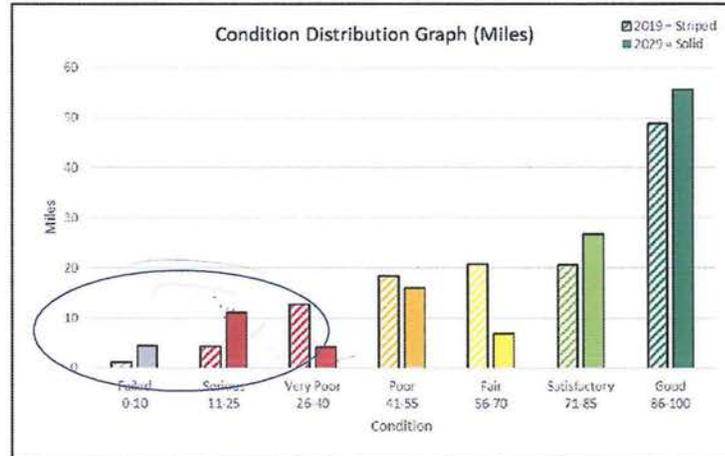
Current Approach- What Will It Take To Maintain the System- APWA Paver™

Mix of keep good pavements good and improve the overall condition.

Based on national cost estimates & complex algorithms

Consultant recommendation \$3,110,000/year will result in maintaining a PCI of 69 (Fair).

Not adequate funding for a preservation strategy (see circle)



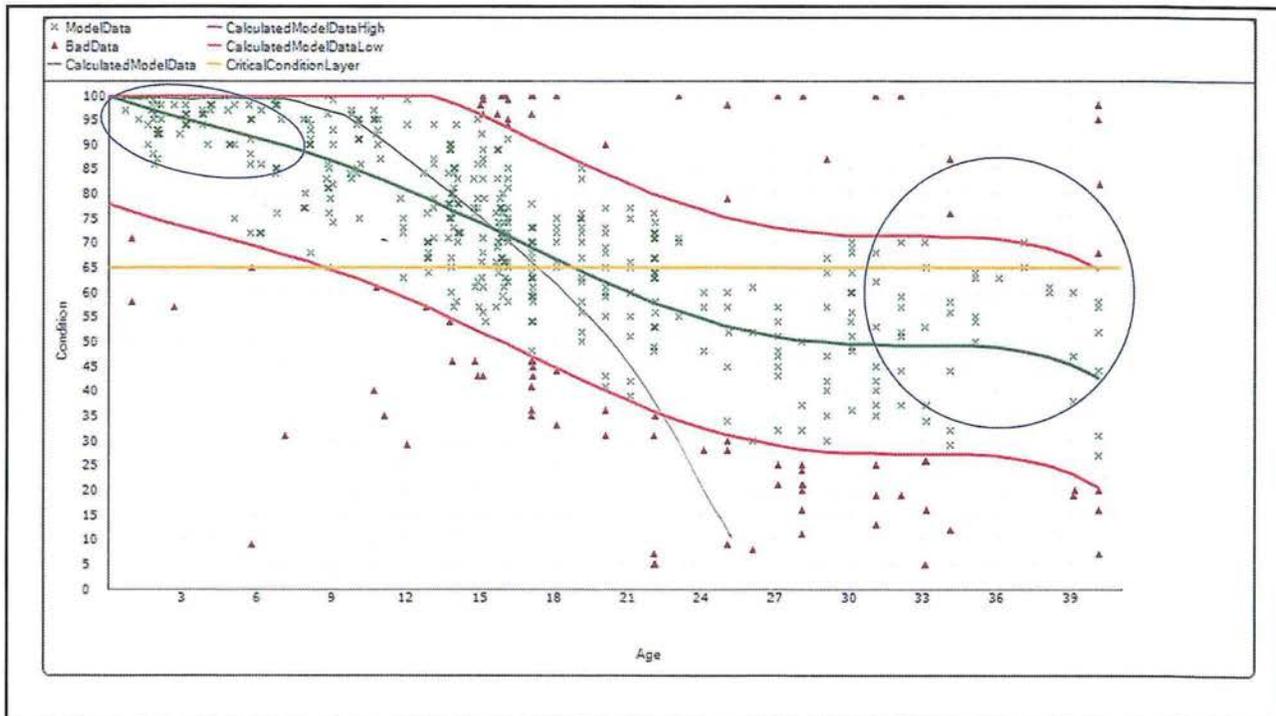
Future Pavement Approaches Discussion

- Instead of letting a computer program tell us how much money to spend based on:
 - national cost data and
 - a complex preservation algorithm
- Lets look at
 - Likely Pavement Lifecycles
 - Levels of Service the City could accept
 - Current and Future Condition and
 - Type of Roadway Use

Average Service Life

Traffic (AADT)- Local Roads	Miles	Acceptable Average Service Life?	Miles to be Improved Annually
<250	72	20-30	3.6
>250-<=1,000	38	15-20	2.5
>1,000	23	11-15	2.1

Average Service Life will be adjusted with each PCI update and pavement degradation curve improvement.



Pavement Strategies- Selection

- **For local streets ≤ 250 vehicles per day**
 - The objective for these streets is to maintain ride and surface water drainage.
 - Target 3.6 miles per year
 - Focus primarily on areas of lowest PCI (condition)
 - Consider future utility work
 - Try light treatments to reduce costs where appropriate
 - Continue bundling to cut mobilization costs
 - Alleys and Public Easements may need special considerations
- **When there is not adequate funding to meet mileage goals for the local street network, these are the streets that should be deferred.**

Pavement Strategies- Selection

- **For local streets > 250 to $\leq 1,000$ vehicles per day**
 - The objective for these streets is to maintain ride, surface water drainage and efficient snow fighting.
 - Target 2.5 miles per year
 - Focus primarily on areas of lowest PCI (condition)
 - Consider future utility work
 - Try light treatments to reduce costs where appropriate
 - Consider sidewalk maintenance
- Continue to bundle, especially with < 250 AADT streets, to reduce mobilization costs.

Pavement Strategies- Selection

- For local streets >1,000 vehicles per day
 - The objective for these streets is to maintain safety, mobility, ride, surface water drainage and efficient snow fighting.
 - Target 2.1 miles per year
 - Selection should be a mix of condition, safety and preservation.
 - Consider future utility work in selection
 - Consider sidewalk maintenance
 - Business connections may be a factor.

Pavement Strategies- Selection

- Collectors
 - The objective for these streets is safety, mobility, ride, surface water drainage and efficient snow fighting.
 - Essential to commuters and businesses
 - Selection should be a mix of condition, safety and preservation
 - It is unlikely these will compete well for MPO-ATRC funding
 - Target 3.5 miles per year using MaineDOT's MPI (50:50) and BPI (33:33:34) program when possible.
- Arterials
 - The objective for these streets is safety, mobility, ride, surface water drainage and efficient snow fighting.
 - Essential to commuters and businesses.
 - Work with both MaineDOT and ATRC to prioritize these investments.
 - Lewiston will provide match (often 10%)

Other Discussion

- Paving prices increased 20-30% last year Statewide and Nationally (labor and materials). Lewiston benefited from timing of our bid in FY2020, we should not count on it again.
- Use utility funds to pave streets with PCI >55 (fair or better) as part of utility projects. Maintain full road or lane width paving on these projects.
- Look for opportunities to do light treatments on streets with ≤ 250 and $>250 - \leq 100$ AADT. This portion of the street population is where the greatest opportunity for savings exists.

Conclusions/Recommendations

- Condition should be the primary driver for selection for Local roads.
- FY2020's LCIP funded budget is \$2,879,000.
- FY2021 is a transitional year
- FY2021 LCIP request is for \$3,044,115, a 6% increase.
- This level of investment is close to what is needed to maintain the current pavement condition based on a life cycle approach, assuming savings we realize through program adjustments. However, it does not account for recent cost increase trends that could be 20 to 30% this upcoming year alone...

**PUBLIC WORKS DEPARTMENT****Dale F. Doughty, C.G., Director**

7 January 2020

TO: Ed Barrett, City Administrator
FROM: Dale Doughty, Director of Public Works
SUBJECT: East Ave Restriping (MDOT WIN 22388.00)

The East Avenue Resurfacing and Sidewalk Improvements project was originally scoped by Lewiston Engineering Division to include restriping East Avenue, between Homefield Street and Russell Street, to a 3-lane section with a Center Two-Way Left-Turn Lane (CTWLTL), and include transitions to the current lane assignments at signalized intersections. The rationale for implementing this traffic calming measure was to improve safety, especially for turning movements onto and off East Avenue.

At a site visit in June 2019, Gorrill-Palmer (the design consultant on this project) informed City staff that they recommend not moving forward with the restriping because the CTWLTL could only be implemented in a short segment of East Avenue because of the project limits. Gorrill-Palmer was concerned that if the City opted to implement a CTWLTL bounded by the project limits, it could prove to introduce a hazard of its own to the travelling public because of potential driver confusion.

City staff presented the East Ave Resurfacing and Sidewalk Improvements concept plans to the Complete Streets Committee on November 20, 2019. The presentation included the consultant's concerns with conceptual plans showing restriping East Avenue with the same lane configuration that exists today (two outbound lanes and one inbound lane). The Committee asked the Lewiston Engineering staff to take another look with more recent data and reconsider its original scope.

The 2018 crash data has now been published by MaineDOT. Now the most recent 3-year period (2016-2018) indicates the intersections of East Ave and Campus Ave and East Ave and Russell Street are High Crash Location (HCL) as defined by MaineDOT. At Campus Avenue, there were 8 reported crashes within the 2016-2018 timeframe, and several crashes may have been prevented or softened if a CTWLTL and additional pedestrian infrastructure existed. With this information in mind, City Engineering staff reevaluated the implementation of a CTWLTL and reviewed the lane assignments at the intersection of East Avenue and Sabattus Street.

As a result, the Engineering Division recommends:

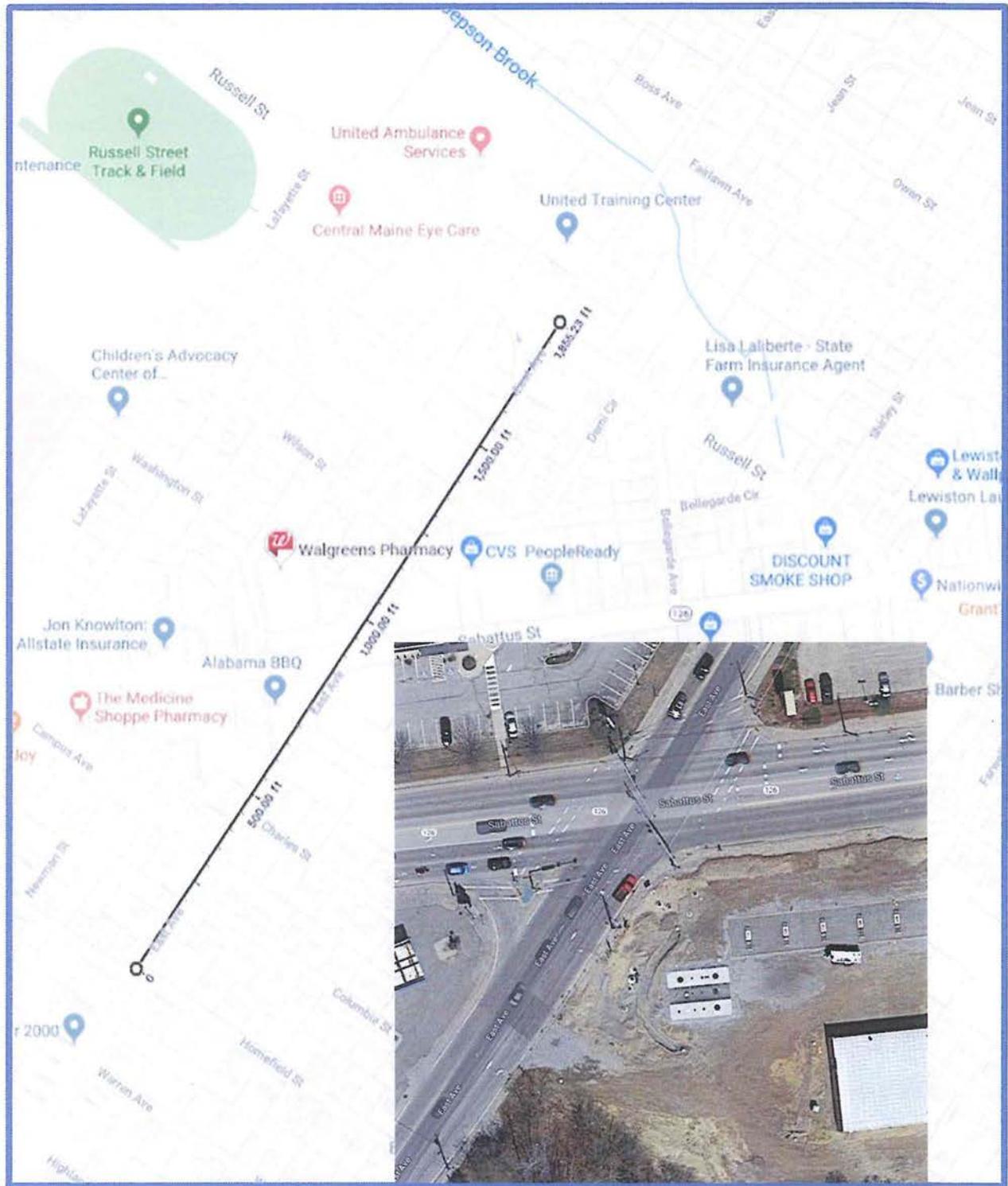
1. Returning to their original scope for a CTWLTL between Homefield Street and Russell Street,
2. Re-arranging lane assignments at the intersection of Sabattus Street to provide
 - o one lane for each dedicated movement (left, thru, right) in the northeast-bound direction, and
 - o One-lane for thru-right movements and one lane for left-turn movements in the southwest-bound direction.

Furthermore, to address Gorrill-Palmer's concerns about irregular lane configuration along the entire segment length of East Avenue, we will make note that as improvements are made in the future, additional lane reconfigurations will be considered.

Next steps, we need to provide MaineDOT some traffic analysis to ensure that the intersection with Sabattus will operate acceptably with one through lane in each direction.

Project is currently funded though engineering and right-of-way. It is a MaineDOT/ATRC project with the Lewiston 10% match. If the rest of the funding comes through, it is anticipated that construction would occur in CY2022 or 2023.

Dale



Project Location

Resolve, Amending Master Policy 81 – Miscellaneous Fees and Penalties – Code of Ordinances Chapter 71 – Above Ground Power, Fiber, and telecommunications.

Now, therefore, be it resolved by the City Council of the City of Lewiston, that Master Policy 81 is hereby amended by deleting and adding the following:

To be deleted:

~~Chapter 66 Streets and Sidewalks—Utility Pole in Sidewalk—Penalties A violation of this provision of the Code shall be subject to a \$1,000 fine in addition to the requirement that the pole be relocated and that any damage done to the sidewalk be repaired. Failure to remove and repair within a 10 day period shall result in an additional fine of \$1,000. Further \$1,000 fines shall accrue for each subsequent ten day period during which the pole remains and/or the sidewalk is not repaired. Fines for continuing violations beyond the 10 day period may be waived by the Director of Public Works during any period when, in the Director’s opinion, such work is deemed impracticable due to winter weather conditions. Note: These penalties are outlined in the City Code of Ordinances Chapter 66 Streets and Sidewalks, Article I In General.~~

To be added:

Chapter 71 – Above Ground Power, Fiber, and Telecommunications

Article 1 – Utility Poles in the Right of Way

Section 71-12. Permitting New Poles

Facility Application Review Fee, \$500 for up to five facilities in a single permit and \$100 for each additional facility beyond 5.

After the Fact Application Penalty: \$500 for up to five facilities in a single permit and \$100 for each additional facility beyond 5.

Section 71-13. Utility Pole in Sidewalk -- Penalties

A violation of this provision of the Code shall be subject to a \$1,000 fine in addition to the requirement that the pole be relocated and that any damage done to the sidewalk be repaired. Failure to remove and repair within a 10 day period shall result in an additional fine of \$1,000. Further \$1,000 fines shall accrue for each subsequent ten day period during which the pole remains and/or the sidewalk is not repaired. Fines for continuing violations beyond the 10 day period may be waived by the Director of Public Works during any period when, in the Director’s opinion, such work is deemed impracticable due to winter weather conditions.

Section 71-14.

Failure to remove replaced poles within 180 days: \$100 per day
Failure to Correct Unsafe Installation after Required Notice: \$100 per day

Section 71-16.

Failure to remove poles within 180 days of notice or date agreed to in writing between the Pole owner and the Public Works Director and receipt of notice of permit revocation: \$500 per day

Chapter 71 – Above Ground Power, Fiber, and Telecommunications

Article 2. Small Cell Wireless Telecommunications Facilities Siting Ordinance

Section 71-25. Fees.

Facility Application Review Fee, \$500 for up to five facilities in a single permit and \$100 for each additional facility beyond 5.

After the Fact Application Penalty: \$500 for up to five facilities in a single permit and \$100 for each additional facility beyond 5.

Other violations of Chapter 71, Article 1 and/or Article 2, not specifically set forth in this policy shall be fined in accordance with Title 30-A M.R.S.A., section 4452. Each day such violation continues after notification by the City Clerk shall constitute a separate offense

LEASE

between

CITY OF LEWISTON

and

THE STATE OF MAINE
Department of Administrative & Financial Services
Bureau of General Services
on behalf of the
DEPARTMENT OF PUBLIC SAFETY
MAINE DRUG ENFORCEMENT

This Lease made and entered into _____, by and between City of Lewiston, whose address is 27 Pine Street, Lewiston, Maine 04240, for themselves, their heirs, executors, administrators, successors and assigns (hereinafter called the "Lessor") and the State of Maine, Department of Administrative & Financial Services, Bureau of General Services, whose address is 77 State House Station, Augusta, Maine 04333-0077 on behalf of the Department of Public Safety, Maine Drug Enforcement. (hereinafter called the "Department"). WITNESSETH:

1. **GRANT:** The parties hereto, for the consideration hereinafter mentioned, covenant and agree that the Lessor does hereby rent to the Department the following premises, viz:

2. **PREMISES:** A portion of the municipal building located at 85 Park Street, Lewiston, Maine, consisting of approximately 1,715 square feet of interior space plus common space.

3. **TERMS:** To use said above described interior space beginning on approximately January 21, 2020 and ending on December 31, 2025, commencing upon written acceptance of the Leased Premises by the Department. Acceptance by the Department shall be in the form set forth in Commencement Notice (Exhibit B), attached hereto and made a part hereof.

Department shall have use of all common areas including but not limited to hallways, bathrooms, and lobby.

4. **NON-ASSIGNABILITY:** The Department shall not assign this Lease in any event, and shall not sublet the demised premises, except to a desirable tenant with the prior written approval of the Lessor.

5. **HOLDOVER:** At termination date of this Lease or any extension or renewal thereof, the Department may continue in possession on a month-to-month basis by paying the specified monthly rental until one party shall give the other written notice of termination. Such notice shall be given at least sixty (60) days before the premises are to be vacated. Should such an extension expire prior to the end of a month, the rental shall be apportioned to the date specified in the notice.

6. **RENTAL: YIELDING AND PAYING THEREFORE,**

YEAR	S.F.	COST P.S.F	ANNUAL RENT	MONTHLY RENT
Commencement -12/31/25	1,715	\$8.74635	\$15,000.00	\$1,200.00

In arrears, in accordance with the State’s usual accounting procedures, commencing with the first month of occupancy as established by the provisions of paragraph 3.

7. **RENEWAL:** The Department shall have the option at its sole discretion to renew this Lease for five (5) terms of two (2) years or any portion thereof, upon the same terms and conditions, except for rent.

8. **COVENANTS OF THE DEPARTMENT:** The Department does hereby covenant and agree with the Lessor that it will:

- (a) Pay the said rent at the times and in the manner aforesaid;
- (b) Use and occupy said premises in a careful and proper manner, maintain the cleanliness and remove debris;
- (c) Not use the premises for any purpose other than a governmental purpose;
- (d) Be responsible for any and all loss or damage caused to any and all personal property of the Department or under the control of the Department located, in, on, or about the demised premises, unless the loss or damage is as a result of the negligence or willful acts or omissions of the Lessor;
- (e) Provide and pay for telephone, security, telecommunications equipment and material, and liability, property, and workers compensation insurance coverage furnishing certificates of coverage naming the City of Lewiston as additional insured where applicable; and
- (f) Seek Lessor approval prior to making leasehold improvements to the space.

9. **COVENANTS OF THE LESSOR:** And the Lessor, on its part, and at its own expense, covenants and agrees with the Department that it will:

- (a) Maintain and keep the premises in tenantable condition, including heating,

ventilation and air conditioning system;

- (b) Pay total charges for electricity, heat, water & sewer and property taxes;
- (d) Allow agency personnel and clients to use public bathroom in the building;
- (e) Comply with **ASHRAE 62-2001 Standards** for ventilation; and
- (f) Provide Janitorial Services for the common areas and trash removal.

10. STATE HELD HARMLESS: The Lessor agrees to indemnify, defend and save harmless the Department, its officers, agents and employees from any and all claims and losses accruing or resulting to any person, except employees of the Department who may be injured on the rented premises, due to the negligence or willful acts or omissions of the Lessor.

11. CITY OF LEWISTON HELD HARMLESS: The Department agrees to indemnify, defend and save harmless the City of Lewiston, its officers, agents and employees from any and all claims and losses accruing or resulting to any person, employees of the Department who may be injured on the rented premises, due to the negligence or willful acts or omissions of the Lessee.

12. TERMINATION: In the event of a material violation of the terms of this agreement by either party, and upon failure of that party to bring itself into compliance with the terms of this agreement upon thirty (30) days notice of the violation by the other party, such other party shall have the right to terminate this agreement upon a further thirty (30) days notice. The failure of either party to give notice of a material violation shall in no event constitute a waiver of any of the terms of this agreement.

12. NOTICES: Any notices required or permitted hereunder shall be in writing and shall be sent certified mail, return receipt requested, addressed to Lessor or Department, as the case may be, at the addresses specified herein below or at such address as a party hereto may have therefore specified by written notice hereunder.

Lessor:
City of Lewiston
27 Pine Street
Lewiston, ME 04240

Contact: Heather Hunter
Telephone: 207-513-3017
hhunter@lewistonmaine.gov

on behalf of the Police Department

Contact: Brian O'Malley
Phone: 207- 513-3137
bomalley@lewistonmaine.gov

Department:
Administrative and Financial Services
Bureau of General Services
77 State House Station
Augusta, ME 04333-0077

Contact: Todd Cummings
Phone: 207-624-7357
Todd.cummings@maine.gov

on behalf of the Department of Public Safety
Maine Drug Enforcement Agency

Agency Contact: Roy McKinney
Phone: 207- 626-3852
Roy.E.Mckinney@maine.gov

13. **QUIET ENJOYMENT:** Upon payment, by the Department, of the rent herein provided and upon observance and performance of all covenants, terms and conditions on the Department's part to be observed and performed, the Department substantially shall be entitled to the beneficial use and peaceful enjoyment of the premises for the term thereof without hindrance or interruption by Lessor or any other person or persons, regardless of whether they are claiming by, through, or under the Lessor.

14. **AMERICANS WITH DISABILITIES ACT (ADA):** The premises are to be free of architectural barriers and must comply with all Federal and State laws which protect people with disabilities including, but not limited to, the Americans with Disabilities Act of 1990 and the Maine Human Rights Act, M.R.S.A., Title 5, Sec. 4551 et seq. The State shall not discriminate and shall comply with applicable laws prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information or veteran status.

15. **NON-APPROPRIATION:** Notwithstanding any other provisions of this Lease, if the State of Maine ("State") does not receive sufficient funds to fund this Lease Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the Department is not obligated to make payments under this Lease agreement. In the event of non-appropriation of funds as described in this section, Department may terminate this Lease agreement upon Thirty (30) days written notice to the Lessor.

16. **CONDITIONS:** Notwithstanding any other conditions in this agreement, it is hereby understood that this lease shall become effective and occupancy of the premises will occur only when and if there is mutual agreement that the necessary construction or renovations have been completed to the mutual satisfaction of both the Department and the Lessor and that the premises are ready to be occupied. The rental shall begin as of the date of mutual acceptance of the premises.

17. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement of the parties, and replaces and supersedes any previous agreement between the parties on the subject, whether oral or written, express or implied. This Agreement may be amended or modified only by a writing signed by both parties.

18. **FORCE MAJEURE.** Neither party to this Agreement shall be liable for non-performance of any obligation under this Agreement if such non-performance is caused by a Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including, but not limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents.

In WITNESS WHEREOF, this Lease has been duly executed by the parties hereto as of the day and year first above written.

CITY OF LEWISTON

Date

**DEPARTMENT OF PUBLIC SAFETY
MAINE DRUG ENFORCEMENT AGENCY**

Roy E. McKinney, Director

Date

**DEPARTMENT OF ADMINISTRATIVE & FINANCIAL SERVICES
BUREAU OF GENERAL SERVICES**

Elaine Clark, Deputy Commissioner

Date