



**City Council Special Meeting  
Agenda  
February 12, 2024  
Auburn Hall, Council Chambers**

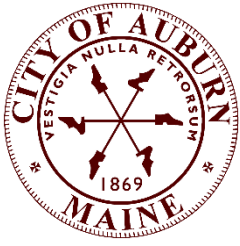
**5:30 P.M. Special City Council Meeting**

**Pledge of Allegiance**

**1. Order 21-02122024**

Amending Order 20-02052024, adopted by the City Council on 2/5/2024 authorizing the use of \$62,500.00 from the fund balance to cover no more than 50% of actual third-party expenses paid by the City of Lewiston to the operator of the 2024 Lewiston Auburn Warming Center to be located in the City of Lewiston.

**X. Adjournment**



**City of Auburn  
City Council Information Sheet**

**Special Council Meeting Date:** February 12, 2024

**Order#** 21-02122024

**Author:** Phil Crowell, City Manager

**Subject:** 2024 Lewiston Auburn Warming Center

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**Information:**

On February 5, 2024 the Auburn City Council passed order #20-02052024 to use the city's fund balance in the amount of \$89,306.42 to operate an 8 week Warming Center with the City of Lewiston.

At the time, the council had one proposal from the Immigrant Resource Center (IRC) which requested the cities of Lewiston and Auburn provide the 2024 warming center services funding. The Immigrant Resource Center had requested \$98,223.42 from the City of Lewiston and \$89,306.42 from City of Auburn to operate the 2024 warming center.

On February 6, 2024, the City of Lewiston held a city council meeting and reviewed the IRC proposal as well as a proposal from Kaydenz Kitchen Food Pantry to operate the 2024 Warming Center for \$125,000. On 2/6/24, the Lewiston City Council voted to approve the proposal from Kaydenz Kitchen Food Pantry.

The Auburn City Council must decide if they will amend the order passed on 2/5/24 and allow the use of \$62,500.00 from the Fund Balance to cover no more than 50% of actual third-party expenses paid by the City of Lewiston to the operator of the 2024 Warming Center located at the Calvary United Methodist Church at 59 Sabattus Street in Lewiston. The funds will be for services provided between 2/12/24 and 4/7/24.

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**City Budgetary Impacts:** Authorize the use of Fund Balance in the amount of \$62,500.00

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**Staff Recommended Action:** Consider the amendment of order 20-02052024 to reduce the funding for the operation of the warming center in the City of Lewiston.

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**Previous Meetings and History:** February 5, 2024

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**City Manager Comments:**



I concur with the recommendation. Signature:

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**Attachments:** Kaydenz Kitchen Budget Proposal and the Warming Center MOU between the City of Lewiston and Kaydenz Kitchen Food Pantry.

<b>Operating Expenses (8 Weeks)</b>				
	<b>Staff Expense</b>			
	\$46,000.00	3 Full Time Positions @ \$25/Hr (10 Hours Per Day/7 Days Per Week/8 Weeks/\$25 Per Hour 10% Payroll Fees)	Staff will consist of 3-6 rotating staff members	
	<b>Security Expense</b>			
	\$58,240.00	10 Hours Per Day/7 Days Per Week/8 Weeks/\$104 Per Hour (Hourly rate consists of \$89/Hour + \$15/Hour for Car)	1 Officer On-Site During All Hours of Operation	
	(Alternate Plan)			
	\$44,240.00	10 Hours Per Day/7 Days Per Week/8 Weeks/\$79 Per Hour	2 Full Time Security Staff on site (Ace Security) 3rd Security Staff Member can also be added at opening or closing time part-time (4 hours) as well with remaining security balance	If Alternate Security Plan is implemented, any additional remaining funding will be allocated towards additional staffing/security as needed
	<b>Operating Expense</b>			
	\$20,760.00			
		\$5,000.00	Weekly Cleaning/Pest Control/Final Cleaning	
		\$4,000.00	Rent to Calvary (\$500/Week)	
		\$4,000.00	Food	Partnership with GSFB and local businesses will help minimize food costs
		\$2,000.00	Weekly Trash Removal	
		\$5,760.00	Miscellaneous Expenses	
	<b>Budget Request</b>			
	<b>\$125,000.00</b>			

## Administration

### Warming Center Memorandum of Understanding Between The City of Lewiston and Kaydenz Kitchen

This Memorandum of Understanding (MOU) is made between the City of Lewiston (the City) and Kaydenz Kitchen Food Panty (the Service Provider or Provider) to operate a Warming Center (Center) for the Lewiston-Auburn Community.

#### General Scope of Services

The Service Provider agrees to operate an overnight Warming Center for area unhoused individuals beginning Monday, February 12, 2024 through Sunday, April 7, 2024, operating Monday through Sunday, from 10:00pm to 8:00am, at the Calvary Church located at 59 Sabattus Street, Lewiston ME. In exchange for the Service Provider to provide this service, the City of Lewiston agrees to pay the Provider an amount not to exceed \$125,000.00. The City has a right to cost share this service with the City of Auburn without altering the general scope of services or the not to exceed amount.

In accordance with this MOU, the Service Provider specifically agrees to:

- Operate a Center that provides a safe, warm place for guests that will include furnishing food, snacks, and beverages, and may provide a variety of navigational services; and
- Maintain peace, order, and cleanliness on the Center premise from 9:45pm to 8:15am; and
- Have a maximum capacity of 100 guests, averaging 50 guests per floor; and
- Have a minimum of three (3) staff members on duty during hours of operation; and
- Hire a minimum of one (1) police detail position during hours of operation; and
- Provide attestation that all employees, volunteers, or other personnel including hired contractors present during hours of operation have been vetted through a pre-employment/volunteer screening and background check process; not included in this attestation are sporadic individuals who may be delivering supplies; and
- The Provider agrees to meet weekly with the Lewiston Police Chief or designee at a time convenient for both parties to plan for and review operational or safety concerns related to the scope of services provided under this MOU; and
- Execute a lease with the Calvary Church to provide said services outlined in this MOU; and
- Prior to opening the Provider will provide the City of Lewiston and the Lewiston Police Department all contact information for the Director of the Center, named as Kevin

- Boilard, President of Kaydenz Kitchen Food Pantry and one other qualified emergency contact person so named and titled; and
- The Provider with limit the access of the Church's Facility Manager to emergencies only as needed during hours of operation; and
  - Furnish a Certificate of Insurance in the amount of \$1,000,000, naming the City of Lewiston as an additional insured; and
  - The Provider agrees to provide the City, understanding it will be considered public information, various statistical information to include such items as daily guests served, unique guest counts, the breakdown of services offered to the guests and counts of those guest utilizing services, and any other data that would be helpful to understand future programing of this nature; and
  - Furnish supporting documentation of costs in enough detail to substantiate the cost incurred to operate the Center via biweekly drawdowns; and
  - The Provider agrees to work cooperatively with the Lewiston Police Department for the overall success of the Center.

In turn, the City agrees to compensate the Provider in an amount not to exceed \$125,000, broken down as follows:

- Upon execution of the MOU, with proof of execution of the Center lease and a copy of the certificate of insurance - \$30,500; and
- Upon substantiation of costs, either reimburse the funding shortfall or deduct the advance excess from the previous biweekly period in addition to \$30,500 bi-weekly advance; and
- In no instance shall the drawdowns exceed \$120,000 prior to March 15, 2024; and
- The City will reserve \$3,000 as retainage for the closeout of the final expense documents and statistical data relating to the services provided.

### General Provisions

The Provider agrees that it will maintain throughout the term of this MOU a policy or policies of general liability insurance in an insurance company licensed to do business in the State of Maine naming and indemnifying the City, as its interest may appear, against all claims and demands for any personal injuries to or death of any persons, and damage to or destruction or loss of property which may have or be claimed to have occurred during the program services provided in an amount not less than One Million Dollars (\$1,000,000) in a single limit policy.

The Provider shall indemnify, defend, and hold harmless the City of Lewiston, including but not limited to each municipal department, administration, and the City of Lewiston as a whole, and each of their officials, trustees, officers, representatives, employees, and agents, from and against any and all losses, liabilities, claims, damages, actions, lawsuits, judgments, and costs, arising out of or resulting from the acts or omissions of Kaydenz Kitchen Food Pantry in performing under this MOU, including failure to perform all obligations owed to its employees and/or subcontractors including any claim Kaydenz Kitchen Food Pantry employees or subcontractors might have or make

for privileges, compensation, or benefits under any Department, City of Lewiston, or City Collective Bargaining Agreement, and all sums that are due and owed to the Internal Revenue Service or any state taxing authority for any state and federal taxes.

For the purposes of the foregoing indemnity, the Provider hereby waives any immunities to which it may be entitled under worker's compensation laws and assumes potential liability for actions brought by Kaydenz Kitchen Food Pantry's individual self or employees. The Provider shall give the City of Lewiston immediate notice in writing of any legal action or suit filed that is related in any way to this MOU or which may affect the performance of duties under this MOU.

Any disputes related to this MOU that are unable to be settled by the City and the Provider will proceed to arbitration. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with any action proceeding between the Provider and the City arising out of or related to this MOU.

Both the City and Kaydenz Kitchen Food Pantry agree that the obligation of indemnification shall survive the expiration or termination of this MOU for any reason. Additionally, if litigation is brought against either or both parties, each party is responsible to secure their own legal representation, professional witnesses, and other contracted representation and incur all costs associated with such representation and services.

The Provider shall maintain in full force during the term of this MOU other insurance coverage in accordance with the following requirements: (a) Automobile Liability insurance with a minimum combined single limit per accident of \$1,000,000; and (b) if employees are hired by the Provider to provide said service at this location, Employer's Liability insurance and Worker's Compensation insurance in accordance with the laws of the country, state, province or territory exercising jurisdiction over the employee with minimum limits required by law with respect to Worker's Compensation insurance, and with respect to Employer's Liability insurance minimum limits per employee and per event of \$1,000,000. The Provider will bear any costs incurred in excess of stated limitations. All insurance required hereunder shall be primary and noncontributory as to the Provider's own acts and omissions. The Provider agrees to provide the City a certificate of other insurance coverage upon request.

This MOU contains the entire agreement of the parties and may not be modified or amended except in writing signed by both parties.

As duly authorized:

City of Lewiston

\_\_\_\_\_  
Signature  
Heather Hunter, City Administrator

Date: \_\_\_\_\_

Kaydenz Kitchen Food Pantry

\_\_\_\_\_  
Signature  
Kevin Boilard, President

Date: \_\_\_\_\_

## Guest Expectations

Welcome! While you are here, we ask that you are respectful of yourself and others. It is expected that the Warming Center space be kept safe and respectful at all times—this means physically, mentally, and emotionally. Please leave any type of drug or alcohol outside the space and keep your hands to yourself!

Below are some important rules and guidelines that you need to be aware of:

- 1) This is a non-smoking property. Smoking anywhere inside the property is prohibited.
- 2) There is a designated smoking area outside the building
- 3) Please maintain safe and appropriate behaviors while outside and in the smoking area. This is a highly visible location and we do not want to attract unnecessary attention or police involvement.
- 4) You are only allowed in the shelter area of the building. You are not allowed in any other parts of the building.
- 5) Hours of operation are **10pm - 8am**. Access to the building outside of these hours is prohibited. Please do not loiter on property before or after opening/closing.
- 6) Because we want to ensure the safety of all our guests, alcohol and drugs are not allowed on property. If you present for shelter under the influence, you may be admitted as long as you maintain safe and appropriate behaviors. If you need support accessing substance use or mental health services, please reach out to staff and you will be provided a referral for support services.
- 7) Neither the shelter staff nor the church are responsible for your personal belongings.
- 8) Police presence is to ensure everyone's safety. As long as safe and appropriate behaviors are maintained, there will be no direct interactions between police and shelter guests.
- 9) Please contact the shelter staff for personal needs such as toiletries, clothing, support services, or any other issues. Staff are available to assist with all needs.
- 10) Guests are expected to keep their space clean. Please pick up after yourselves.
- 11) **Termination of Services:** If a guest's behavior becomes unsafe based on the rules, norms, and expectations in this document, staff may revoke access for a day or two, suspend, or terminate access to the warming center.

Please note that this is an evolving program and that the above rules and guidelines are subject to change. Please contact staff with any questions, concerns, or resources.

**By signing this document, you are acknowledging an understanding of and are in agreement with these program expectations.**

Guest signature: \_\_\_\_\_ Date signed: \_\_\_\_\_

Acknowledgement of this form was witnessed by:

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Staff Name	Signature	Date
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ORDER 21-02122024

# City Council Order

## IN CITY COUNCIL

**Ordered**, that the City Council hereby amends order 20-02052024 adopted at the February 5, 2024 City Council Meeting as follows:

**Ordered**, that the City Council hereby authorizes the use of \$~~89,306.42~~62,500.00 from the Fund Balance to cover no more than 50% of actual third-party expenses paid by the City of Lewiston to the operator of the ~~provide funding for~~ 2024 warming center ~~services~~. The proposed warming center will be located at the Calvary United Methodist Church located at 59 Sabattus Street in Lewiston from 2/~~8~~12/2024 through 4/~~5~~7/2024.

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**Richard S. Whiting**, Ward One  
**Benjamin J. Weisner**, Ward Four  
**Belinda A. Gerry**, At Large

**Timothy M. Cowan**, Ward Two  
**Leroy G. Walker, Sr.**, Ward Five  
**Jeffrey D. Harmon**, Mayor

**Stephen G. Milks**, Ward Three  
**Adam R. Platz**, At Large  
**Phillip L. Crowell, Jr.**, City Manager