

## **BUSINESS AND ECONOMIC DEVELOPMENT COMMITTEE**

Tuesday, December 2, 2014 5:15 PM

City Council Chambers

### **AGENDA**

#### **CONSENT AGENDA**

1. Community Development Residential Rehabilitation Loan - 231 Silver Road  
(Confidential Memo provided separately)
2. Community Development Residential Rehabilitation Loan – 294 West Broadway  
(Confidential Memo provided separately)
3. **REFERRAL - ORDINANCE 15-015**, Enacting Chapter 23, Article V, Downtown Parking Advisory Committee, of the Code of the City of Bangor (see attached Council Order and Council Ordinance)

#### **REGULAR AGENDA**

4. Sale of Old Fire Station #6 (see attached Memo and Draft Purchase & Sale Agreement)
5. Apply for DECD RLF Brownfields Grant for Building 487 (see attached Memo)
6. Republic Parking Annual Report (see attached Memo and Report)
7. Update: Sidewalk License Agreements for Outdoor Seating (see attached Memo and Attachments 1 & 2)



Assigned to Councilor Graham



## CITY OF BANGOR

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**ORDINANCE**, Enacting Chapter 23, Article V, Downtown Parking Advisory Committee, of the Code of the City of Bangor

**WHEREAS**, the Downtown Parking Advisory Committee has historically been formed as a Special Committee of the Council under Section 9.9 for a finite term and purpose; and

**WHEREAS**, the City Council desires to have a more timely review of parking issues and topics to meet the needs of the growing Downtown district:

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BANGOR AS FOLLOWS, THAT**

Chapter 23, Article V of the Code of the City of Bangor be enacted as follows:

### **Article V. Downtown Parking Advisory Committee**

#### **§ 23-35. Establishment; membership; term.**

- A. There is hereby established a Downtown Parking Advisory Committee for the City of Bangor.
- B. The Committee shall consist of five members:
  1. A City Councilor, who shall serve as Committee Chair, appointed by the Council Chair;
  2. A staff member from the Community & Economic Development Department, appointed by the Department's Director;
  3. Two members of the Downtown Bangor Partnership Board of Directors, appointed by the Board; and
  4. A staff member from the Bangor Police Department, appointed by the Chief of Police.
- C. The term of each member shall be for one year or until the member's successor has been appointed. Any vacancy shall be filled in the same manner for the unexpired term.

#### **§ 23-36. Authority.**

The Downtown Parking Advisory Committee is hereby authorized to review the City's parking resources, prices and fees, and policies as they relate to on-street and off-street parking in the Downtown Parking Management Area and make recommendations regarding the same to the City Council and its appropriate committees.

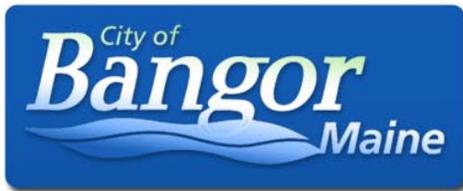
**§ 23-37. Meetings; quorum.**

A. The Committee shall meet as follows:

1. Quarterly, at a regularly established time and date, provided that there is business to be conducted; and
2. When requested to meet by the Committee Chair or by the City Council.

B. A quorum shall consist of at least three Committee members, at least one shall be the Committee Chair.

# MEMORANDUM



TO: Business & Economic Development Committee  
FROM: Jason Bird, Community and Economic Development Officer  
DATE: November 24, 2014

## Sale of Old Fire Station #6

The Penobscot Theatre has made an offer to the City to purchase Old Fire Station #6 on the corner of Kenduskeag Avenue and Griffin Road. Based on negotiations, here is what we have settled on for a set of terms and conditions for their offer:

**Purchase Price:** \$225,000.00

**Payment in Lieu of Taxes:** Incremental, starting at 50% and going to 100% over 5 year period.

**Purchase and Sale Agreement:** Execute upon authorization, but we would not close until due diligence can be completed, likely in March. They would provide a \$10,000 earnest money deposit at signing of P&S. Deposit would be returned if appropriate zoning cannot be secured, if there are issues with the property inspection, or the appraised value prohibits sufficient financing. If they do not acquire the property for another reason, then they forfeit the deposit.

Staff supports these terms and conditions and recommends authorizing the City Manager to execute the purchase and sale agreement in a final form approved by the City Solicitor.

Attachment: Draft Purchase and Sale for Old Fire Station #6

## CONTRACT FOR SALE

The undersigned Penobscot Theatre Company, a non-profit corporation, (Buyer) of 131 Main Street, Bangor hereby offers to purchase from the City of Bangor, a municipal corporation, (Seller) of 73 Harlow Street, Bangor, a certain lot or parcel of land, located at 14 Griffin Road , Bangor, County of Penobscot, State of Maine, and particularly described in Exhibit A, attached hereto (Premises).

\$225,000.00 is the total purchase price.

\$10,000.00 is the **DEPOSIT** in U.S. Dollars paid herewith, to be held by the Seller in escrow, and is to be applied to the purchase price at closing.

The balance of the purchase price is to be paid in full at closing as follows:

### **CASH AT CLOSING.**

### **THE DEPOSIT IS RECEIVED AND HELD BY SELLER EXPRESSLY SUBJECT TO THE FOLLOWING CONDITIONS:**

**1. SETTLEMENT/TITLE:** It is agreed that this transaction shall be closed and the Buyer shall pay the balance due and the Buyer and Seller shall execute all papers necessary for the completion of the purchase on or before March 31, 2015, (Closing) unless otherwise agreed to, in writing, by both parties. A Municipal Quitclaim Deed without Covenant conveying good and marketable title, free and clear of all encumbrances, except normal public utilities, building and zoning restrictions of record, and restrictive covenants of record shall be delivered by Seller to the Buyer or its nominee at closing. At Closing, Seller shall also deliver to Buyer an owner's affidavit(s) in customary form to allow Buyer to obtain title insurance coverage through the date of recordation of the deed without exception for parties in possession, and indemnification and lien waivers or releases as necessary to eliminate any liens or claims of persons furnishing labor or materials at the request of Seller for the improvement of the Premises. Closing documents shall also include (a) an affidavit of non-foreign status from Seller, and (b) evidence (including opinions of counsel) satisfactory to Buyer of the due authorization of this Contract and conveyance pursuant hereto by all necessary action on the part of Seller. Seller and Buyer agree to execute such other documents at Closing as necessary to comply with their obligations hereunder and as may be reasonably requested by either of them. If the Seller shall be unable to convey or deliver possession in accordance with the provisions of this Contract, or make the Premises conform with the provisions hereunder, then the Seller shall have a reasonable time period, not to exceed 30 days to cure any title defect, unless otherwise agreed by both parties in writing. The Seller hereby agrees to use diligent efforts to cure any such title defect during such period or make the Premises conform, whichever applies. If Seller is unable to cure such defect, then the Buyer shall have the option to proceed with the purchase of the Premises or to request a return of the Deposit and terminate this Contract.

**2. SETTLEMENT COSTS.** Seller shall pay for the preparation of the Deed. Seller shall pay for the preparation and recording fees for the removal of any encumbrances against the property. Buyer shall be responsible for the cost of closing and all title search fees. Seller shall deliver to Buyer within five (5) days of the effective date of this Contract all existing title work, surveys, reports and inspections within its possession related to the Premises.

The following items shall be prorated as of the date of Closing:

- a. As real estate taxes are currently not being assessed against the Premises, there shall be no real estate tax proration.

b. All fuel at the property shall convey at no cost to the Buyer.

**3. POSSESSION:** Seller shall deliver to Buyer possession of the Premises immediately upon transfer, free of any tenants and occupants. The Premises shall be then in substantially the same condition as at present. Buyer shall have the option to inspect the property prior to closing. Risk of loss or damage to the Premises by any casualty shall be assumed by the Seller until transfer of title. In the event of such loss or damage to the Premises prior to closing, Buyer may elect to terminate this Contract and receive back its Deposit or Buyer may elect to proceed with this transaction and accept all insurance proceeds due to Seller as a result of such loss or damage. Seller shall keep the Premises heated at its own expense until the Closing.

**4. DEFAULT:** If the Buyer fails to make any payments or to perform any of the agreements on its part made or entered into, this Contract shall, at the option of the Seller be terminated, and the Buyer shall forfeit said earnest money deposit. In the event Seller fails to tender the Deed described in paragraph 1 above or otherwise fails to fulfill any of Seller's obligations hereunder then Buyer's said Deposit shall be returned to Buyer and, at Buyer's election, the parties shall be relieved of any further obligations pursuant to this Agreement or Buyer may pursue its other remedies at law or equity, including but not limited to specific performance.

**5. INSPECTIONS:** The Buyer is encouraged to seek information from professionals regarding any specific issue or concern. The Seller makes no warranties regarding the condition, permitted use or value of the Premises.

**6. SELLER'S REPRESENTATIONS AND WARRANTIES:** The Seller represents and warrants to the Buyer (which representations and warranties shall be true as of the date of closing and shall survive closing) that:

(a) Zoning, Land Use, and Environmental Conditions. (i) During ownership of the Premises by Seller, no letters, notices, orders, subpoenas, citations or other documents were received by Seller from any regulatory agency or governmental entity regarding any zoning or land use violation or environmental conditions on or alleged to be on the Premises; (ii) during ownership of the Premises by Seller, there have been no spills, discharges, releases or emissions of hazardous substances, pollutants or contaminants onto the Premises by Seller or others and Seller has operated the Premises in conformity and compliance with all zoning, land use, and environmental laws, ordinances and regulations; and (iii) no portion of the Premises contains any underground tanks or underground storage facilities of any kind or description. For purposes of this Contract the terms "hazardous substances", "pollutants", "contaminants" and "contamination" shall be given the broadest possible meaning as designated under current federal, state and local environmental statutes and regulations, and by common law.

(b) Condemnation. There is no pending condemnation or similar proceeding or assessment affecting the Premises or any part thereof no such proceeding is threatened by any governmental entity.

(c) Litigation. There is no pending litigation, arbitration or administrative hearing before any governmental authority concerning or affecting the Premises and no such proceeding is threatened as of the date hereof.

## **7. OTHER CONDITIONS:**

### **A. Property Taxes:**

The parties acknowledge that as of the date of the execution of this Contract Buyer is exemption from real estate taxes on the Premises. Notwithstanding said exemption, Buyer agrees to pay to the City an annual payment in lieu of taxes (PILOT) as follows:

for Fiscal Years 2016, 2017, and 2018 in the amount equal to 50% of the real estate taxes that would have been assessed by the City against the Premises if it was not exempt from taxation.

for Fiscal Year 2019 in the amount equal 90% of the real estate taxes that would have been assessed by the City against the Premises if it was not exempt from taxation.

for Fiscal Year 2020 and every year thereafter in the amount equal 100% of the real estate taxes that would have been assessed by the City against the Premises if it was not exempt from taxation.

The provision for payment of a PILOT shall be included in the Deed of conveyance and shall bind Buyer, its successors and assigns.

The parties agree that the payment in lieu of taxes shall be paid in two installments, the first installment for one-half of said amount to be paid on or before September 1st and the second installment for the remaining amount to be paid on or before March 1st of each City of Bangor fiscal year.

It is the intent of the parties hereto, and Buyer hereby agrees that it does hereby waive, to the extent provided above, for itself and any successors in interest, all right or privilege of exemption from municipal taxation of the Premises and any buildings, structures, or improvements which may be or may become located thereon, as may be available by reason of Buyer's or such successors' legal status, or for any other reason whatsoever, and that the City, in its capacity as a taxing authority, may assess all taxes as would otherwise be applicable to the property, buildings, structures or improvements which may be or may become located thereon, as if such exemption did not exist, provided that for each year that they qualify as exempt from taxation on the property, Buyer's obligation each year to pay any such taxes shall not exceed the percentage as agreed herein of the real estate taxes that would have been assessed by the City of Bangor against the Premises if it was not exempt from taxation. Buyer further agrees, for itself and any successors in interest, to pay any assessments on or before the date upon which they become delinquent. The City agrees that Buyer, or its successors in interest, shall have the right to contest the amount of such taxes or assessments in the manner prescribed by law. In the event that Buyer becomes not exempt from real estate taxes on the Premises it shall pay 100% of the taxes assessed.

### **B. Zone Change**

A portion of the Premises is zoned High Density Residential (HDR) and another portion Government and Institutional Service District (G&ISD). Buyer shall take appropriate steps, if deemed necessary for Buyer's planned use of the Premises, to rezone the property to Government and Institutional Service District (G&ISD), or another appropriate zone for its use,

no later than February 1, 2015. Seller agrees to cooperate in Buyer's efforts to rezone the Premises. If Buyer is unable to obtain a zone change, despite all due diligence, Buyer may terminate this agreement and Seller shall return Buyer's Deposit.

### C. Property Inspection

Buyer may inspect the Premises. If no later than thirty (30) days from this Contract's effective date Buyer is not satisfied for any reason, Buyer may terminate this Contract and Seller shall return Buyer's Deposit.

### D. Financing

This Contract is contingent upon Buyer obtaining financing for the purchase of the Premises. If no later than February 15, 2015 Buyer has not secured financing, Buyer may terminate this Contract and Seller shall return Buyer's Deposit.

E. Real Estate Brokers  
Any real estate commission due as a result of this transaction shall be paid by the party which has engaged said broker.

**THIS CONTRACT** is binding upon the parties hereto, and their respective heirs, personal representatives, successors and assigns. If this **CONTRACT** is not fully understood, parties should consult an **ATTORNEY**. This Contract constitutes the entire agreement between the parties hereto, there are no promises or verbal understandings not clearly specified in it. The use of the singular includes the plural and the use of any gender includes the other. If any provision of this Contract is found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provision hereof. This Contract shall be construed and enforced in accordance with and governed by the laws of the State of Maine. The parties hereby acknowledge that the date in which the last party executes this Contract shall constitute the effective date of this Contract.

BY THEIR SIGNATURES HERETO RECEIPT OF A COPY OF THIS CONTRACT IS  
ACKNOWLEDGED BY ALL PARTIES.

The Buyer hereby offers and agrees to purchase the Premises at the price and upon the terms and conditions set forth.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014 at Bangor, Maine

PENOBSCOT THEATRE COMPANY

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name:  
Title:

The Seller hereby accepts the offer and agrees to deliver the Premises at the price and upon the terms and conditions stated above.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2014

CITYOF BANGOR

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Catherine M. Conlow  
City Manager

SCHEDULE A  
Legal description

Beginning at a point formed by the intersection of the southerly right-of-way line of Strickland Road, as altered by the City Council on October 13, 1969 and recorded in Penobscot Registry of Deeds in Vol. 2170, Page 114, and the easterly right-of-way line of Kenduskeag Avenue; thence North  $71^{\circ} 07' 00''$  East along said altered Strickland Road right-of-way line for a distance of 225.00 feet to a point; thence South  $21^{\circ} 10' 30''$  East along a line parallel to and 225 feet distant from the easterly right-of-way line of Kenduskeag Avenue for a distance of 225.00 feet; thence South  $71^{\circ} 07' 00''$  West along a line parallel to and 225 feet distant from said altered line of Strickland Road for a distance of 225.00 feet to a point on the easterly right-of-way line of Kenduskeag Avenue; thence North  $21^{\circ} 10' 30''$  West along said easterly right-of-way line of Kenduskeag Avenue for a distance of 225.00 feet to the point of beginning.

Meaning and intending to describe a parcel of land measuring 225 feet square, located on the southeast corner of Strickland Road and Kenduskeag Avenue, said parcel having a total area of 50,625 feet.

# MEMORANDUM



TO: Business & Economic Development Committee  
FROM: Jason Bird, Community and Economic Development Officer  
DATE: November 24, 2014

## Apply for DECD RLF Brownfields Grant for Building 487

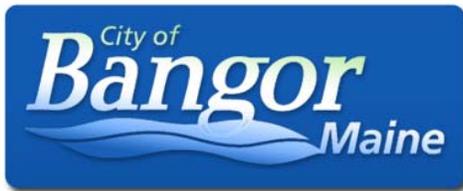
After conducting a Phase I and Phase II environmental site assessment on Building 487 on Polk Street at the Airport, City staff is seeking the authorization to apply for a grant from the Maine Department of Economic and Community Development (DECD) to assist in the demolition and abatement of contaminants at the site.

The Maine Department of Environmental Protection (MDEP) is willing to assist the City in the abatement of the interior contaminants, namely asbestos and PCBs. However, the MDEP commitment, approximately \$120,000, is contingent upon the City securing the remaining \$140,000 of the estimated project cost. The City would commit up to \$50,000 of CDBG money as a match to the application.

If the application is successful, the item will come before the Council again in the form of a recommendation to accept and appropriate the grant award. At that time, Staff will review the grant's terms and conditions with the Council, which are expected to be standard.

City staff seeks the support of this Committee to submit the application to DECD.

# MEMORANDUM



TO: Business & Economic Development Committee  
FROM: Jason Bird, Community and Economic Development Officer  
DATE: November 24, 2014

## Republic Parking Annual Report

Parke Clemons from Republic Parking will be at the December 2<sup>nd</sup> meeting to present the attached report and answer any questions that you may have. Here is a quick summary of the performance of the various City owned parking facilities in Downtown.

- Pickering Square Garage saw an increase in transient car traffic when compared to last year. Additionally, the Garage saw a slight increase in the monthly permit holders when compared to the previous year.
- Abbott Square saw an increase in revenue compared to last year, resulting in a leveling off of recent year-over-year declines from the facility.
- The revenue from the auto-attendant lots on Columbia and Exchange Streets were flat compared to last year.

### Recommendations:

Currently, parking at the Pickering Square Garage is free on Saturdays. Republic Parking is recommending that the City implement the existing rate structure for the facility for Saturdays. Parke has suggested that the revenue be used to staff coverage on Saturdays; currently, there is no coverage. If proposed changes to the Downtown Parking Advisory Committee are authorized by the Council, this topic can be reviewed in detail by that Committee, with the expectation that they provide a recommendation to the Business & Economic Development Committee.

Furthermore, Parke has recommended that the City begin to investigate the possibility of adding parking capacity, likely in the Harlow Street area. Parke is not suggesting that a facility be built right away; rather, he is suggesting that the City begin to look at its options before the City reaches a parking deficit situation Downtown.

Attached: Republic Parking Annual Report



# City of Bangor Annual Parking Report

**October 2014**

**Prepared by:**

Parke Clemons  
General Manager  
Republic Parking System  
100 Broad Street  
Bangor, Maine 04401  
207-941-1654

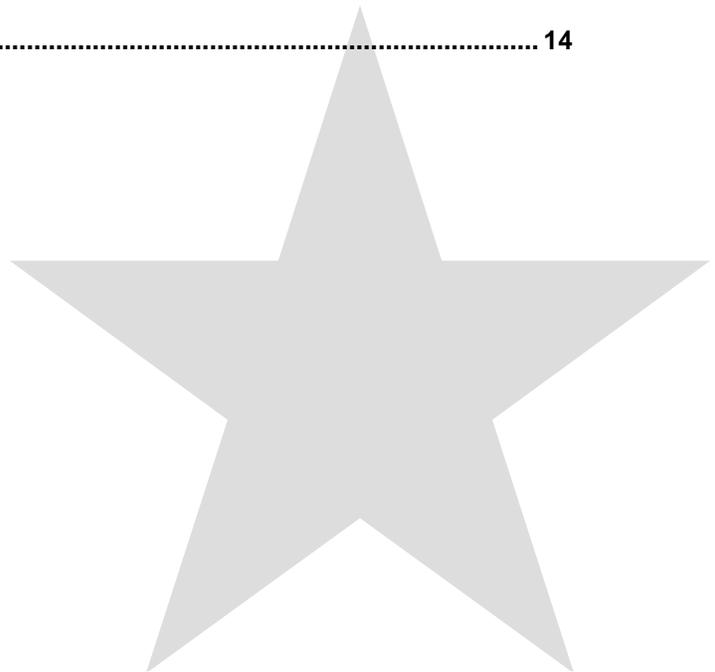


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## **SUMMARY**

The following is Republic Parking System's annual review of the City of Bangor's paid parking system. This report review our current operations and then makes recommendations based upon current operations and future demands.

## **CURRENT OPERATIONS**

Paid parking is broken into two categories – transient and monthly.

### **Transient Parking**

Transient customers are those who pay by the hour or the day. The transient lots include Pickering Square, Abbott Square, the two Auto-Attendant lots on Columbia Street and the one Auto-Attendant lot across from the new Court System on Exchange Street.





## THE GARAGE

The Garage is a mixed-use facility serving both transient and monthly parkers. We adjust the ratio of parkers as demand warrants.

The Garage serves the parking needs in the general vicinity bordered by Union Street, Main Street and Kenduskeag stream. Transient customers using The Garage include those visiting the Merchants Plaza building, the Key Bank building, the businesses along Main Street and Exchange Street.

We have seen transient traffic increase over the years due to a variety of factors including; waterfront concerts, increased activity downtown and the Court system on Exchange street.

### Current Garage Rates

0-2 Hours .....	FREE
2-3 Hours .....	\$1.50
Each Additional Hour (or fraction thereof).....	50¢
24 Hour Maximum .....	\$4.50

The following chart illustrates the total number of transient customers at The Garage:





## ABBOTT SQUARE

Abbott Square is another mixed-use facility. Transient customers include those visiting the Library, the Federal Building, City Hall, and numerous businesses in the Harlow – Franklin – Central Street area.

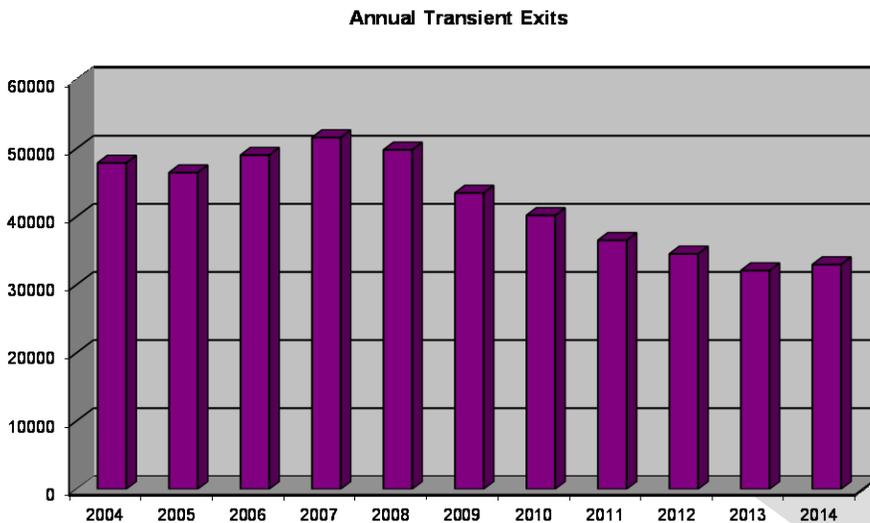
Usage in Abbott Square fluctuates according to events at the Library and at Federal Court. It is the busiest transient lot Downtown.

The downturn in transient parkers at Abbott is due, in large part, to the relocation of the Post Office and construction at the Federal building.

### Current Abbott Rates

0-15 Minutes .....	FREE
16-60 Minutes .....	.50¢
Each Additional Hour (or fraction thereof) .....	.50¢
24 Hour Maximum .....	\$4.50

The following chart illustrates the total number of transient customers per month at Abbott Square:





## AUTO-ATTENDANTS

The Auto-Attendants provide a popular option for transient parkers in the Hammond Street – Columbia Street area. We installed an additional Auto-Attendant on Exchange Street in 2009 to serve the new Court System building

Customers who use the Auto-Attendant lots park in one of the numbered spaces. They proceed to the Auto-Attendant machine, pre-pay for the amount of time required and receive a receipt indicating the amount paid as well as the expiration time. Enforcement is performed by the Parking Division of the Bangor Police Department.

### Current Rates

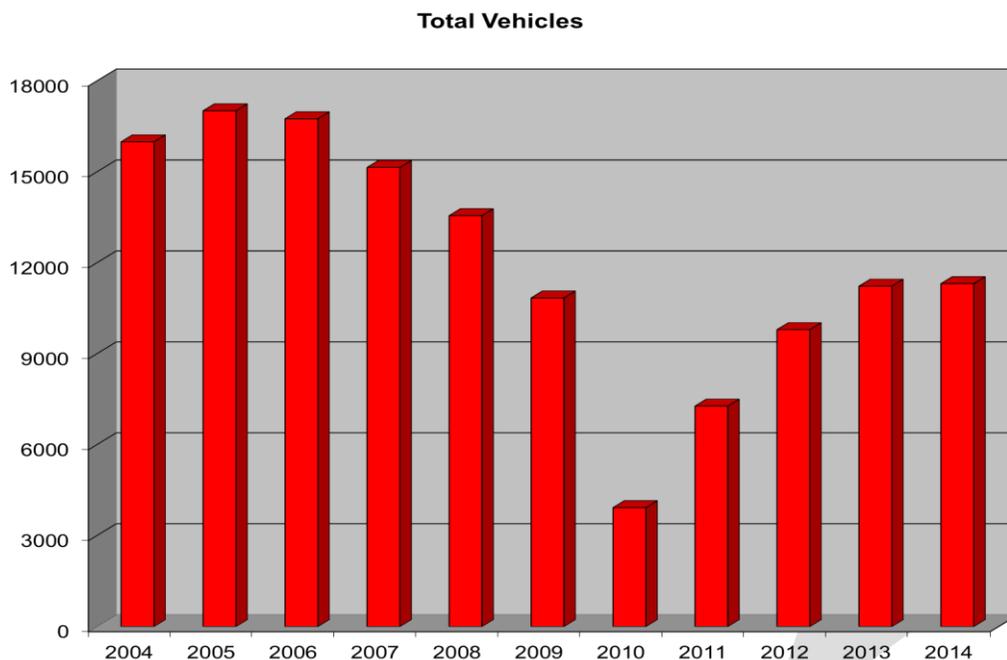
0-4 Hours (or fraction thereof) ..... .50¢ Per Hour

4-9 Hours (or fraction thereof) ..... \$1.00 Per Hour

## Hammond Street - Upper Deck

This lot's proximity to the County Building, the new Post Office and Main Street makes it a popular choice for transient parkers. The number of parkers has decreased in recent years due to business relocations and a reduction in the number of employees using this lot. The dramatic decrease in 2009 was due to two factors: the closing of the lot for 6 months due to construction and the relocation of the Court System from Hammond Street to Exchange Street. We are seeing a bit of an increase recently with the relocation of the Post Office from Harlow Street to Hammond Street.

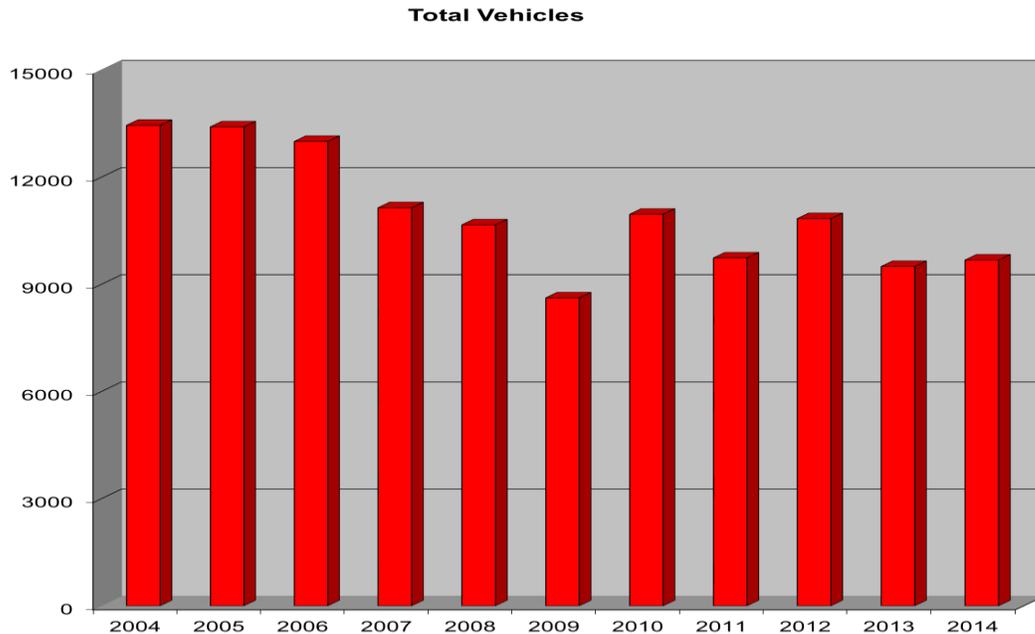
The following chart illustrates the total number of transient users at the Hammond Street Deck:



### Columbia Street Lot

This lot is popular with employees and customers of the service office located in the area.

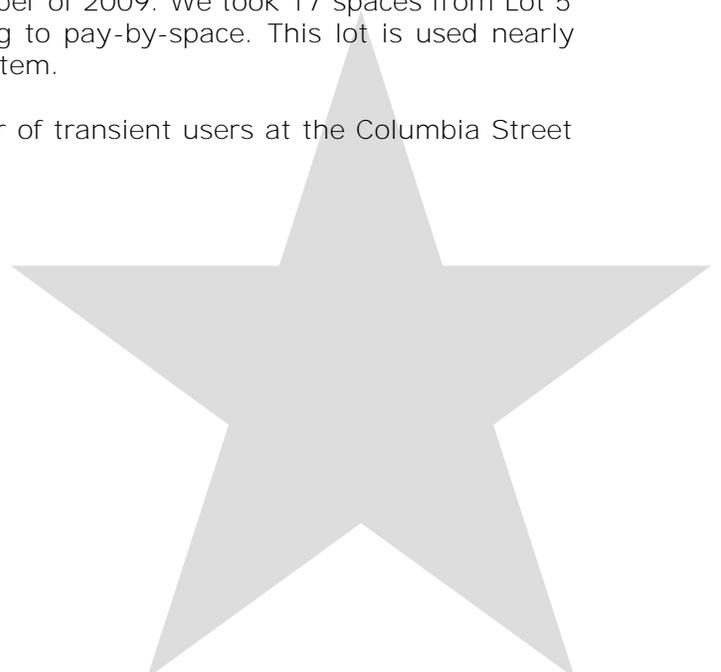
The following chart illustrates the total number of transient users at the Columbia Street lot:



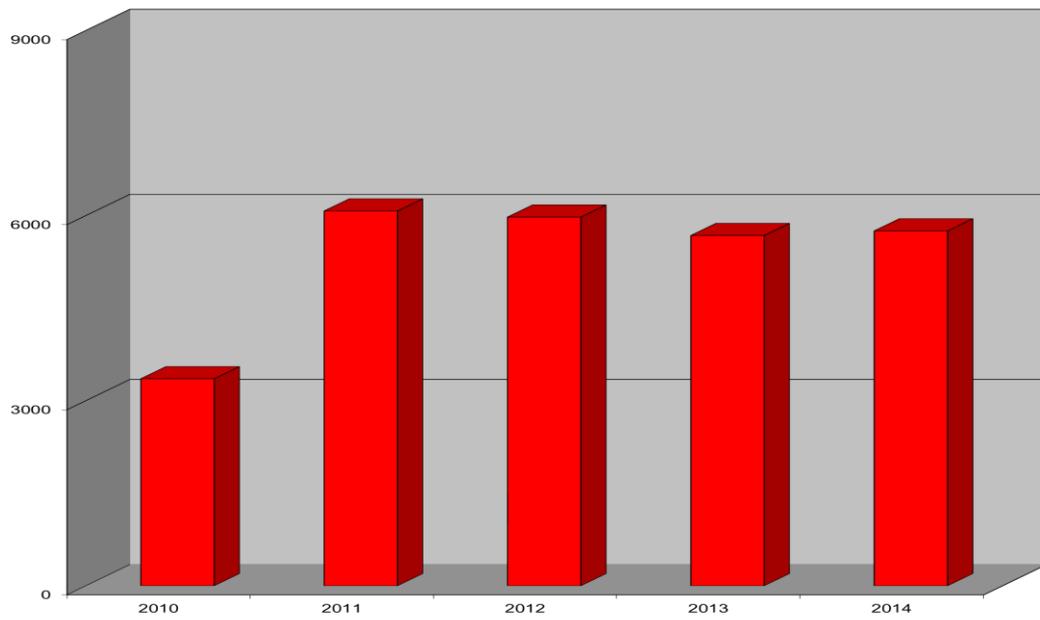
### Exchange Street Lot

The Exchange Street lot was opened in December of 2009. We took 17 spaces from Lot 5 and turned them from monthly permit parking to pay-by-space. This lot is used nearly exclusively by those visiting the new Court System.

The following chart illustrates the total number of transient users at the Columbia Street lot:



Total Vehicles





## Monthly Parking

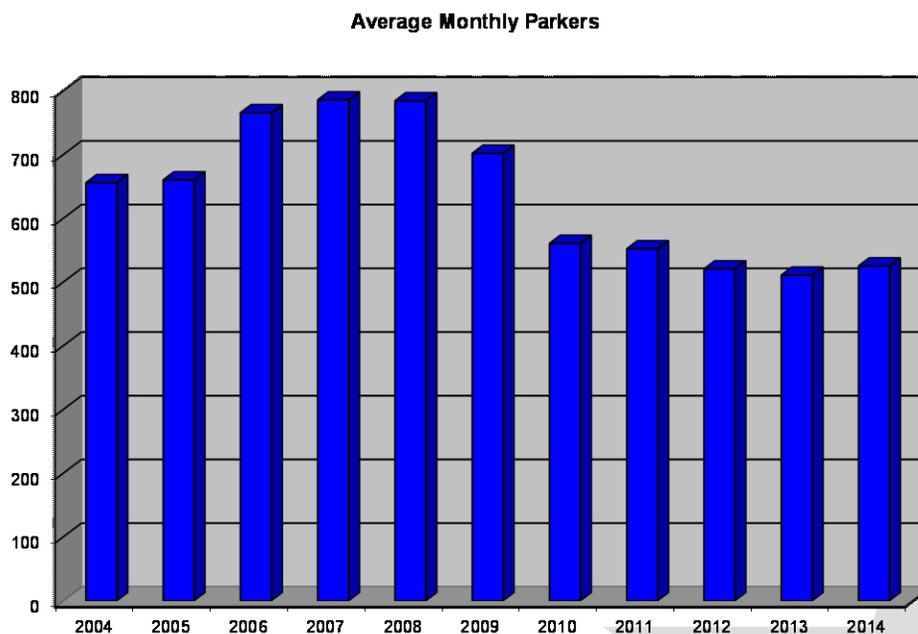
Monthly parkers are typically employees or residents of Downtown. They pay for parking on a monthly basis and are issued an electronic pass (Pickering Square, Abbott Square, Lot 9) or paper permits. The following is a summary of our current operations:

### THE GARAGE

Monthly parking at The Garage increased from 2001 – 2009 due to a contract with Eastern Maine Medical Center. This temporary contract was for 200 parkers to use the Garage before and during the construction of their new parking garage. The University of Maine System added an additional 120 employees to The Garage in October of 2005. We also saw an influx of parkers in 2006 due to the construction of the Court House on Exchange Street.

Monthly customers have since shifted back to the area behind the new Court House. In addition, we have seen quite a few larger businesses reduce or eliminate the number of parkers in the Garage.

The following table represents the total monthly parkers for The Garage. These totals include the Main Garage, Rooftop, and Lower level.

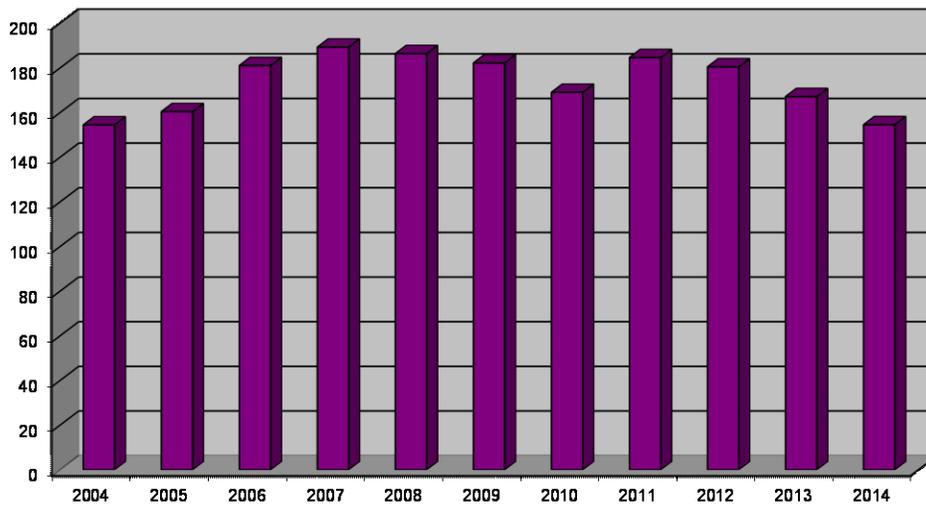


## ABBOTT SQUARE

We have seen an increase in demand for monthly parking in the Abbott Square/Haynes Court lots over the past few years. Bangor Savings Bank on Franklin Street is the single largest purchaser of permits for Abbott Square.

The following table represents the total monthly parkers for Abbott Square. These totals include the Abbott Square lot as well as the Haynes Court/Lower Abbott lot.

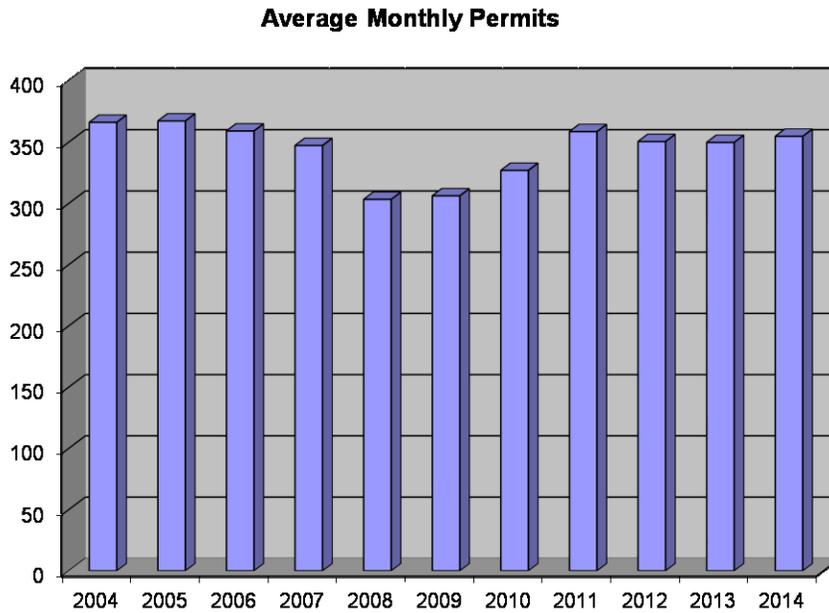
**Average Monthly Parkers**



## OTHER MONTHLY LOTS

Other monthly lots are located throughout the Downtown area. Customers purchase monthly parking permits at The Garage. Demand is currently highest at Lot 1 – lower level.

The following chart represents total number of parkers in Permit Lots #2,5,6,7,8,9,10,11, 12 & 13:





## Capacity / Mix Monthly Lots

Each of the monthly lots are priced according to demand and location—those lots with the highest demand and located closest to the center of Downtown command the highest prices. Pricing levels range from \$30.00 per month for Discount lots to \$79.00 for the Hammond Street deck. We are able to 'oversell' monthly lots as not every parker uses the system every day.

The following is the Monthly Parking Utilization Report as of July 2014:

#	LOT	MONTHLY COST	PERMIT SPACES	OVERSELL	TOTAL	SOLD	AVAILABLE	WAIT LIST
1	PICKERING SQ - MAIN	\$57.00	445	100	545	403	142	0
1	PICKERING SQ - ROOF	30.00	103	12	115	43	72	0
1	PICKERING SQ - LOWER	60.00	61	11	72	71	1	5
2A	HAMMOND SQ. (Lower)	79.00	43	5	48	48	0	28
2B	HAMMOND SQ. (Upper)	67.00	16	1	17	17	0	24
3	UPPER ABBOTT SQ	66.00	90	5	95	96	-1	21
4	L. ABBOTT/HAYNES CT	54.00	104	4	108	72	36	0
5	HANCOCK SQ	57.00	81	10	91	83	8	0
6	FRENCH STREET	54.00	6	0	6	6	0	0
7	KENDUSKEAG PLAZA - E	57.00	26	0	26	26	0	34
8	KENDUSKEAG PLZ - W	50.00	69	9	78	18	60	0
9	LOWER KENDUSKEAG	57.00	73	10	83	71	12	0
10	HIGH STREET LOT	54.00	29	4	33	33	0	0
11	COURT STREET LOT	30.00	57	5	62	34	28	0
12	BANGOR HOUSE	57.00	10	1	11	10	1	0
13	PEOPLES UNITED	57.00	3	0	3	3	0	0
	<b>TOTAL</b>		<b>1216</b>	<b>177</b>	<b>1393</b>	<b>1031</b>	<b>360</b>	<b>107</b>
	<b>NOTES</b>							
	Pickering Square – Main has 520 total spaces - 75 are held for transient (ticket) customers							
	Abbott Square has 161 total spaces - 93 are held for transient (ticket) customers							



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## RECOMMENDATIONS

### Saturday Parking in Garage

The Garage started opening Saturdays in 2004 in response to the opening of the Maine Discovery Museum. It was launched as free parking as way to promote usage. In the early days an average of 24 transient cars parked on a Saturday. For the first 6 months of 2014, an average of 63 cars use the Garage.

One of the challenges of being open for free parking is that we have no one on staff in the Garage during the day. This leaves the facility vulnerable and without assistance if there is a problem. It is our recommendation that the we institute the same rate structure that we use for the rest of the week. We would use the additional revenues to staff the Garage during this period of time.

### Demand Outlook

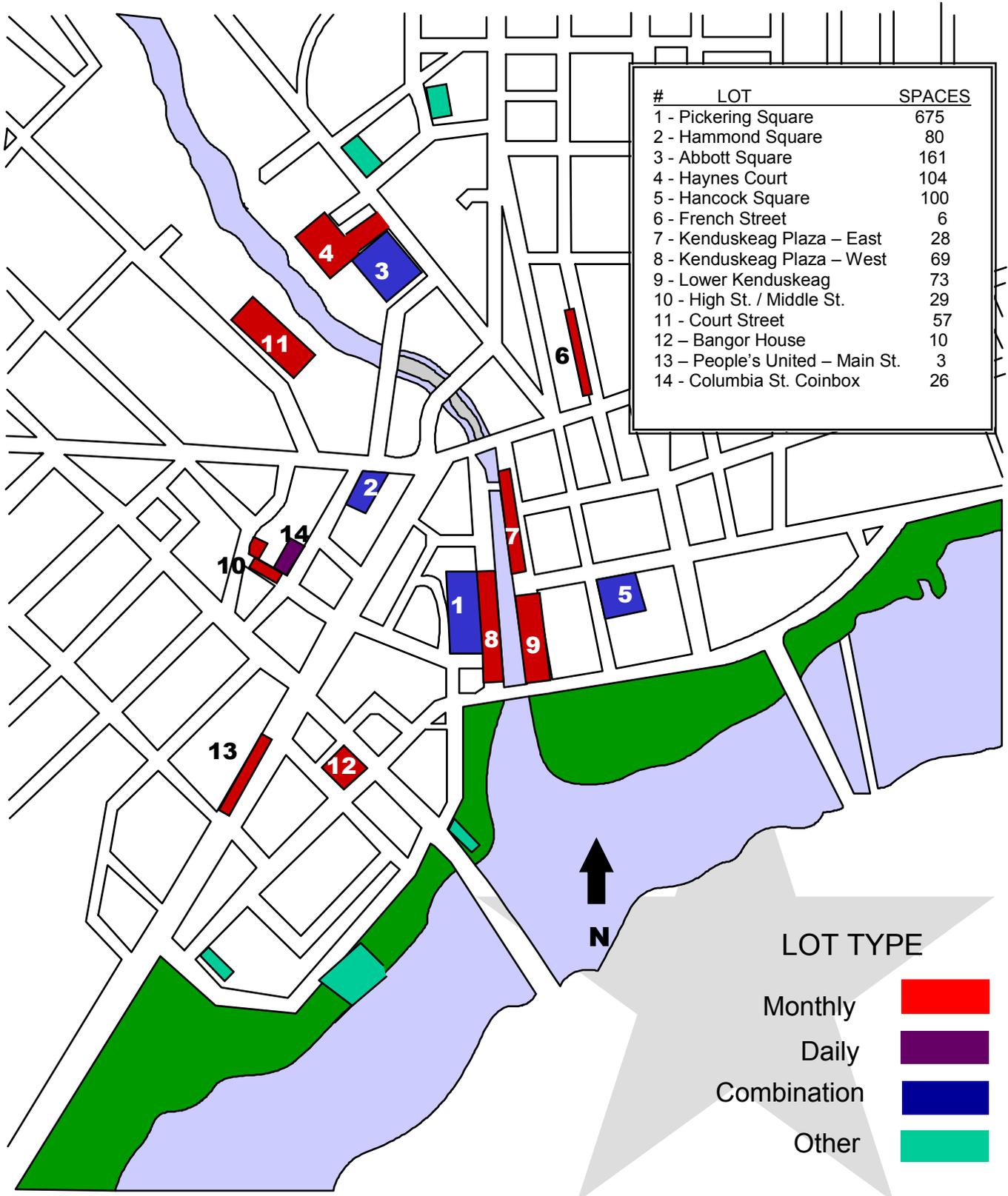
Based on the current utilization report, we have sufficient parking with the downtown system. Recent developments/improvements around the Garage should continue to increase its usage. If the building at 1 Merchants Plaza were fully occupied, it could potentially put usage of the Garage near its capacity.

The one area of the City that continues to be in great demand for parking is the Abbott Square and Hammond Street deck lots. These lots handle the parking for City Hall, Bangor Savings on Franklin Street as well as Norumbega Hall on Harlow street along with the many business on Franklin, Harlow, Central, Hammond and Columbia streets. This would seem the next area that will require additional parking. Thought should be given to expanding Abbott Square lot up (or down) and/or decking over the lower Abbott lot. These areas may not be needed for a few years, but it would be better to have the ability to expand than to be in a parking deficit in years to come.

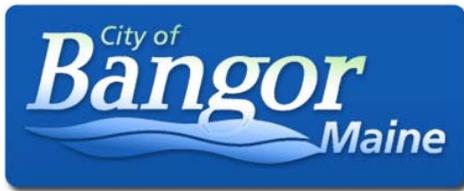




## DOWNTOWN BANGOR PARKING LOTS



# MEMORANDUM



TO: Business & Economic Development Committee  
FROM: Caitlin Brooke, Business Development Specialist and  
Downtown Coordinator  
DATE: December 2, 2014

## Update: Sidewalk License Agreements for Outdoor Seating

City staff has compiled the following recommendations for Sidewalk License Agreements in downtown Bangor per the request of the Business & Economic Development Committee at the November 18 meeting.

- Fees  
There will be a fee holiday for Sidewalk License Agreements in 2015. The City will implement a fee for outdoor seating in 2016. The fee will be determined in accordance to whether or not a business serves alcohol, the times of year the business will maintain outdoor seating, and will be structured to cover the City's cost to maintain the public property on which businesses' outdoor seating is located.

The proposed fee structure for 2016 is as follows:

- Businesses who intend to provide outdoor seating on City property from April through October will be subject to a fee of \$200 if alcohol is served, \$25 if alcohol is not served.
- Businesses who intend to provide outdoor seating on City property year-round will be subject to a fee of \$300 if alcohol is served, \$50 if alcohol is not served.
- Standards for Fencing and Furniture  
An internal Design Review Committee will be established to determine the minimum requirements for fencing and furniture in outdoor seating areas that are located on City property. The newly formed Committee will review and approve all outdoor seating plans submitted by downtown businesses. This Committee will consist of City Staff and Downtown Bangor Partnership Board members.
- Area Occupied by Outdoor Seating in West Market Square  
BED Committee members asked City Staff to provide photographs of the space in West Market Square previously occupied by businesses in that area. One of the attached documents represents the area desired by businesses for outdoor seating—19 feet from the side of their building into the Square. The other shows 11 feet from the side of the buildings.

Staff recommends that the Business & Economic Development Committee recommend approval of the outlined fee structure for 2016 and the establishment of a Design Review Committee to the Council. Staff seeks Committee input regarding the area which West Market Square businesses may occupy with outdoor seating.

Sidewalk License Agreements for Outdoor Seating – Attachment 1  
Business and Economic Development Committee  
December 2, 2014

The outer edge of the cones mark **19 feet** from the side of the buildings.



# Sidewalk License Agreements for Outdoor Seating – Attachment 2

Business and Economic Development Committee

December 2, 2014

The outer edge of the cones mark **11 feet** from the side of the buildings.

