

# **BUSINESS & ECONOMIC DEVELOPMENT COMMITTEE**

Tuesday, April 7, 2015 5:15 PM

City Council Chambers

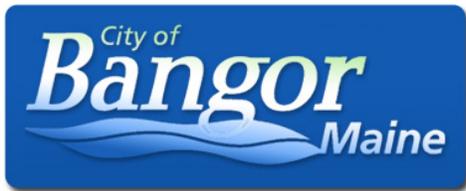
## **AGENDA**

### **CONSENT AGENDA**

1. Change in Recipient Organization for Ernst Manor CDBG Grant Request (see attached Memo, Council Action & Council Order)
2. Commission on Cultural Development Grant Applications (see attached Memo)
3. Rural Residential and Agricultural District – Landscaping Services (see attached Memo and Council Ordinance)

### **REGULAR AGENDA**

4. Farmers' Market Lease of Abbott Square (see attached Memo and Lease Agreement)
5. Proposed Community Development Block Grant Budget for Upcoming Federal Fiscal Year 2015 (see attached Memo)
6. Downtown Parking (see attached Memo)
7. **Executive Session** – Economic Development – Broadband Task Force – 1 M.R.S.A. § 405(6)(E) (Confidential List provided separately)
8. Committee Action on Above Item



TO: Business & Economic Development Committee  
FROM: Tanya Emery, Director: Economic and Community Development  
DATE: March 26, 2015

The City Council recently approved a \$25,000 CDBG grant to assist Broadway Housing, Inc, a subsidiary of Penquis, in renovating Ernst Manor, a 27 unit housing development reserved for low-income handicapped and elderly persons. Since the approval by the Council, it came to light that the best structure would be to have the funding go through Penquis rather than through its subsidiary Broadway Housing, Inc. The Council Action and Council Order identify Broadway Housing, Inc. as the recipient. Staff recommends the Council approve changing the recipient name on the grant documentation from Broadway Housing, Inc. to Penquis.

COUNCIL ACTION

Item No. \_\_\_\_\_

Date: April 13, 2015

**Item/Subject: ORDER, Amending \$25,000 Forgivable Loan Award from Broadway Housing, Inc. to Penquis**

**Responsible Department: Community & Economic Development**

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**Commentary:**

Council Order 15-083 on February 9, 2015 authorized the City Manager to execute a forgivable loan with Broadway Housing, Inc. for its renovation of Ernst Manor. This Order would authorize the City Manager to execute the loan with Penquis, instead of its subsidiary entity, Broadway Housing, Inc., for project development purposes. No other terms and conditions will be amended. The loan agreement remains contingent upon Penquis securing the additional funding needed for the project. Forgiveness of the loan remains based upon meeting a CDBG national objective by providing housing for the identified population.

The Business & Economic Development Committee reviewed and recommended this item for approval at its April 7, 2015 meeting.

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Tanya Emery  
Department Head

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**Manager's Comments:**

\_\_\_\_\_  
City Manager

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**Associated Information:** Order

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**Budget Approval:**

\_\_\_\_\_  
Finance Director

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**Legal Approval:**

\_\_\_\_\_  
City Solicitor

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**Introduced for**  
 Passage  
 First Reading  
 Referral

Page \_\_ of \_\_



Assigned to Councilor

## CITY OF BANGOR

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**(TITLE.)**     **ORDER,** Amending \$25,000 Forgivable Loan Award from Broadway Housing, Inc. to Penquis

**WHEREAS,** the City Council has previously authorized a Forgivable Loan to Broadway Housing Inc, a subsidiary of Penquis, for its planned renovations of Ernst Manor; and

**WHEREAS,** it has been requested that the funding be awarded to Penquis rather than Broadway Housing, Inc. for project development purposes; and

**WHEREAS,** no other terms and conditions will be changed:

### **BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF BANGOR THAT**

The City Manager is authorized to enter into a Forgivable Loan agreement for \$25,000 with Penquis, instead of Broadway Houisng, Inc., in a final form approved by the City Solicitor or Assistant City Solicitor.

The City of Bangor's Commission for Cultural Development (CCD) is interested in pursuing grant funding to enhance its annual operating budget. The CCD requests permission to apply for the following grants which have deadlines of June 30 and July 1. Members of the Commission will craft applications in tandem with City Staff and community stakeholders. If approved, these grants will help fund two initiatives that are part of the previously approved mission and strategic plan of the Commission: development of "arts and culture month" throughout Bangor; and updates to the Bangor Arts website and brand promotion.

Below are descriptions of the two grant opportunities. If these grants are received, work will be carried out by the Commissioners with staff support. The Commission seeks the Committee's approval to proceed with grant applications.

*The Stephen and Tabitha King Foundation Grant*

The Stephen and Tabitha King Foundation was created in 1986 to provide support for Maine communities. A family foundation, we are interested in projects that address the underlying causes of social and environmental problems, as well as those that address the consequences. We have a strong interest in literacy, community services and the arts. As community builders, we are particularly interested in organizations and projects that will affect or serve the most members of a community.

Amount: \$1,000

Deadline: June 30

To be used for: ARTober, a month to celebrate arts and culture in Bangor (October 2015)

*Bangor Savings Bank Foundation Grant*

The Foundation focuses its strategic philanthropy efforts on improving Maine's regional and statewide economy. This includes supporting the economic development, workforce development, and demographic and entrepreneurial health of the regions they serve. While their primary outreach and resources will be dedicated to specific priority areas, in recognition of the needs in many of our communities, the Foundation also lends support to compelling applications in Education, Social and Civic Services, Culture and Arts, Health and Wellness.

Amount: \$5,000

Deadline: July 1

To be used for: ARTober, a month to celebrate arts and culture in Bangor (October 2015)

## Memorandum

To: Business and Economic Development Committee  
From: Paul Nicklas, Assistant City Solicitor  
Date: April 7, 2014  
Re: Rural Residential and Agricultural District - Landscaping Services

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The City is exploring possible amendments to the Rural Residence and Agricultural District ordinance regarding landscaping businesses.

The Rural Residence and Agricultural District (RR&A) has a history of sometimes uneasy coexistence between residential homes and other, more intensive uses. A host of agricultural and related uses are allowed, as well as kennels, veterinary facilities, places of worship, and home occupations.

Landscaping businesses have traditionally fallen under the umbrella of agricultural uses in the RR&A District. Recently concerns have been raised about such businesses and their proximity to residences. The attached ordinance is intended to address these concerns, while still allowing such businesses to locate in the RR&A District.



# CITY OF BANGOR

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**(TITLE.)** Ordinance, Amending Chapter 165, Land Development, or the Code of the City of Bangor, By Defining and Regulating Landscaping as a Use in the Rural Residence and Agricultural (RR & A) District

**WHEREAS,** landscaping service businesses have traditionally been considered as an agricultural use in the Rural Residence and Agricultural District (RR&A);

**WHEREAS,** concerns have been raised regarding the proximity of such businesses to residences in the RR&A District; and

**WHEREAS,** the needs of landscaping businesses must be balanced with the concerns of residential property owners;

NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF BANGOR AS FOLLOWS:

That Chapter 165, Land Development of the Code of the City of Bangor be amended as follows:

## **§ 165-13. Definitions.**

For the purpose of interpreting this chapter, the following terms, phrases, words and their derivations shall have the meanings given herein:

...

### **LANDSCAPING SERVICES**

Onsite and offsite business activities related to planting, bed preparation, installation of landscape materials and care and upkeep of the landscape after such installation.  
Landscaping services include:

- A. Planting, care of, and replacement of plants;
- B. Production of plants, trees, and shrubs to be installed;
- C. Mowing, irrigation, rolling and reseeding of lawns;
- D. Pruning of, cultivation of soil around, and winterization of trees and shrubs;
- E. Raking of leaves;
- F. The application of and storage of fertilizers, pesticides, herbicides, and disease control agents by a licensed person;

- G. Construction and maintenance of flower beds, retaining walls, patios, fountains, pool basins, and similar landscape features; and
- H. Incidental repair of walls and paved surfaces.
- I. The storage of materials and equipment related to the performance of landscaping;
- J. The temporary storage of trees, shrubs, plants and hardscaping materials pending installation in an existing landscape plan;

...

**§ 165-72. Required number of spaces.**

A minimum number of off-street parking spaces shall be provided and maintained by the owner of every building or property hereafter erected, altered or changed in use, in accordance with the following requirements:

...

- V. Landscaping services business: one space for each 1 1/2 employees, plus customer parking to meet needs of specific operations.

...

**§ 165-105. Rural Residence and Agricultural District (RR & A).**

- A. Statement of purpose. The Rural Residence and Agricultural District is established to preserve in agricultural use lands where urban development is generally not feasible because of the absence of public utilities and community facilities. As these utilities and facilities become available within the urban development boundary and a demand for urban land use develops, a change of zoning from agricultural to other districts may be made. Minimum lot sizes in this district are also intended to preserve the quiet, rural atmosphere and to conserve property values.
- B. Basic requirements. Buildings or land used or occupied and buildings or structures erected, constructed, reconstructed, moved or structurally altered, whether permitted uses or conditional uses, shall comply with the requirements of this section, Articles II through XII and the specific development standards of Article XIX of this chapter.
- C. Permitted uses. The following uses are permitted in this district:
  - (1) Agriculture.
  - (2) The sale of farm, nursery, dairy or poultry products within a structure having a gross floor area of not more than 500 square feet.
  - (3) Sale of farm products where:
    - (a) The retail area shall not exceed 2,500 square feet.

- (b) The property is located on a major arterial street.
- (c) The property is a working farm.
- (4) One-family dwellings and one-family detached manufactured housing units.
- (5) Home occupation or profession (subject to the requirements of Article IV).
- (6) Municipal uses.
- (7) Public utility and public service uses.
- (8) Community living arrangements, in accordance with 30-A M.R.S.A. § 4357-A, as may be amended.
- (9) Cluster subdivision for detached single-family dwellings, provided that:
  - (a) Such project has a minimum of five acres.
  - (b) Provision is made for the maintenance in perpetuity of open space areas in such a project.
  - (c) Such project receives approval under Article XVI of this chapter.
- (10) Cellular telecommunication towers, provided that:
  - (a) They do not exceed 195 feet in height, or the minimum height required under federal law, whichever is greater.
  - (b) They are set back from property lines a minimum of 100% of the tower height.
  - (c) They conform to the requirements of § 165-80.1.
- (11) Bed-and-breakfasts, provided that:
  - (a) Meals provided are limited to patrons and their guests.
  - (b) It is limited to a maximum of 10 guest rooms.
  - (c) It provides, at a minimum, an A Buffer Yard or an equivalent of existing woody vegetation to buffer neighboring properties.
  - (d) The applicant demonstrates compliance with the State Plumbing Code for the proposed number of units.
- (12) Landscaping services, provided that:
  - (a) Facilities, equipment, and storage areas are located at least 150 feet from any residential building on another parcel.

- (b) At minimum, an A Buffer Yard or an equivalent amount of existing woody vegetation is provided to buffer neighboring properties. Wherever facilities, equipment, storage, or operation of the landscaping services business takes place within 50 feet of a property line, a C Buffer Yard or an equivalent amount of existing woody vegetation to buffer neighboring properties must be provided instead.
- (c) The Code Enforcement Officer shall mail notice of a pending application for a building permit or certificate of occupancy for a landscaping services use via first-class mail to abutting property owners within seven days of receipt of such application. For the purpose of this section, property owners shall be considered to be the parties listed by the Assessing Department of the City of Bangor as those against whom taxes are assessed. Failure of any property owner to receive notice shall not invalidate any action of the Code Enforcement Officer or other City official or agency.
- (d) Notwithstanding § 165-10(B)(2) of this Code, the Code Enforcement Officer may take up to 20 days to approve, deny, or refer to the Planning Board a building permit application for a landscaping services use. Notwithstanding § 165-10(C)(2) of this Code, the Code Enforcement Officer may take up to 20 days after application for a certificate of occupancy to issue the certificate of occupancy for a landscaping services use, provided that he/she determines that the erection or alteration has been constructed in accordance with this chapter and the Building Code of the City of Bangor.
- (13) Accessory uses on the same lot and customarily incidental to and subordinate to the above uses and any use approved under Subsection D below.

Additions are underlined, deletions ~~struck through~~.

## Farmers' Market Lease of Abbot Square

The Bangor Farmers' Market Association wishes to enter into a multi-year agreement with the City for use of Upper Abbot Square, given the popularity of the market over the last three years.

The lease agreement is attached for your consideration; key highlights specific to this project are listed below:

- Location: Upper Abbot Square (across from the Bangor Public Library)
- Term: May 1, 2015 through November 30th, 2015; May 1, 2016 through November 30, 2016; and May 1, 2017 through November 30, 2017. Time: Sundays 9 a.m. to 4 p.m.
- Rent: At this time staff recommends a yearly fee of \$300.
- Association will designate vendor parking, customer parking, and traffic circulation; on paved areas only.
- Signage as permitted by Code Enforcement.
- City will provide and install two signs in Upper Abbot Square that details the Farmers Market's dates and encourages people to park in the back area of the parking lot.
- Association will maintain appropriate insurance listing the City of Bangor and Republic Parking Systems as additional insured under all policies.
- Association will leave no trace at conclusion of weekly market.

Conversations with City staff and Republic Parking have found that the Association has been a good tenant and uses the space appropriately.

Staff supports the execution of the new lease.

**INDENTURE OF LEASE**

THIS INDENTURE OF LEASE, executed this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between:

**CITY OF BANGOR**, a municipal corporation organized and existing under the laws of the State of Maine, and having its principal offices at 73 Harlow Street, Bangor, Maine (hereinafter sometimes referred to as "Lessor")

AND

**BANGOR FARMERS' MARKET ASSOCIATION**, an association doing business in Penobscot County, State of Maine (hereinafter sometimes referred to as "Lessee")

**W I T N E S E T H:**

WHEREAS, the Bangor Farmers' Market Association wishes to establish a farmers' market in the City of Bangor and prefers to be in the downtown; and

WHEREAS, the City of Bangor is the owner of a parking lot on Harlow Street known as the Upper Abbot parking lot; and

WHEREAS, the parties agree that use of a portion of the Upper Abbot parking lot would be a suitable place for a farmers' market.

NOW, THEREFORE, the parties do mutually agree as follows:

**ARTICLE I – PREMISES**

The Lessor, for and in consideration of the rents to be paid and the obligations to be performed by Lessee as hereinafter provided, does hereby demise and Lease unto the Lessee, and the Lessee does hereby take and hire, upon and subject to the terms and conditions hereinafter expressed a portion the existing parking lot located on Harlow Street, Bangor, Maine and further described and shown on a plan attached hereto as Exhibit "A".

**ARTICLE II – TERM**

To have and to hold the demise premises for the following term:

May 1, 2015 through November 30, 2015,

May 1, 2016 through November 30, 2016,

May 1, 2017 through November 30, 2017.

The parties agree that this lease may be renewed under such terms and conditions as the parties may agree.

**ARTICLE III – COMPUTATION OF ANNUAL RENTAL**

The Lessee shall pay the Lessor \$300.00 for each of the three years of this Lease. The payment is due by May 1<sup>st</sup> of each respective year.

**ARTICLE IV – USE, OCCUPANCY AND ALTERATIONS TO PREMISES**

A. Lessee shall have the right to use, occupy and maintain the premises herein described in a reasonably businesslike, careful, clean, and reasonably safe manner for the purposes of conducting a farmers' market which sells produce and farm crafts according to Lessee's regulations.

B. Lessee shall not use, occupy or maintain said premises in any manner so as to violate any municipal, state, federal law or regulation.

C. Lessee shall only be permitted to use the premises on Sundays from 9:00 a.m. to 4:00 p.m. during the period of May 1, 2015 through November 30, 2015, May 1, 2016 through November 30, 2016, and May 1, 2017 through November 30, 2017.

D. Lessor shall have the right to designate vendor parking areas, customer parking areas, and traffic circulation within the demised premises. Traffic circulation shall be subject to approval of Lessor's Engineering or Community and Economic Development Department staff.

E. Vendor vehicles and customer vehicles shall only be placed in the paved parking areas. Overnight parking of vehicles is expressly prohibited.

F. Lessee shall be responsible for daily cleanup and removal of any litter associated in any way with the operation of the farmers' market.

G. Lessee shall be permitted to locate sandwich board signs which direct the public to the Farmers' Market as permitted by the Code of the City Bangor.

H. Lessor, or its agents, shall have at all reasonable times the right to go on and inspect the premises with an authorized representative of the Lessee, and the right of access to utility systems located on the demised premises for the purposes of maintenance, repair, correction, or inspection.

I. Lessor shall provide and install signs to restrict parking on the premises on Sundays during the period of May 1, 2015 through November 30, 2015, May 1, 2016 through November 30, 2016, and May 1, 2017 through November 30, 2017.

**ARTICLE V – LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Lessee, during the entire term of this Lease, or any extension hereof, shall maintain, at its sole expense, insurance of the following types with companies authorized to do business in the State of Maine for the protection of the City of Bangor, which is to be named as an additional insured against all claims, including wrongful death, losses, costs or expenses arising out of injuries to persons whether or not employed by Lessee or damage to property whether resulting from acts, omissions, negligence or otherwise of the Lessee, its directors, officers, employees and agents and arising from Lessee's use of the premises or any part or portion thereof. In addition, Lessee shall name Republic Parking Systems, Inc. as an additional insured under all policies required herein.

Comprehensive Public Liability

Bodily Injury or Death  
\$400,000.00 each occurrence, whether for  
one person or more than one person  
Property Damage  
\$400,000.00 each occurrence

Lessor shall not be required to provide insurance coverage and shall have no responsibility for any property owned by the Lessee or third parties which may be located on the leased premises. Lessee shall cause to be furnished to the Lessor, upon execution of this Lease, evidence in the form of certificates of insurance of the existence and continuance in force of the insurance required hereunder. Said certificates shall be updated and provided to Lessor during this Lease. Lessor shall be notified of any changes or discontinuances of coverage. The minimum insurance coverage required under this Article shall be deemed to be automatically adjusted whenever the Maine State Legislature shall increase the Lessor's maximum liability for personal injury or property damage claims brought under the Maine Tort Claims Act. In the event of such an increase, the minimum insurance coverage required shall be no less than the Lessor's maximum liability for such claims under the Maine Tort Claims Act.

#### **ARTICLE VI – INDEMNITY**

During the term of this Lease and during any holdover tenancy following regular expiration or early termination hereof, Lessee shall protect, defend and hold Lessor, and its inhabitants, officers, employees and agents completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert witness fees), of any nature whatsoever arising out of or incident to this Lease and/or the use, occupancy, conduct, or management of the leased premises or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, licensees, or invitees, except to the extent that such claims, suits, demands, judgments, costs, and expenses may be attributed to the acts or omissions of the Lessor, its agents, employees or invitees. The Lessee shall give to Lessor reasonable notice of any such claims or actions. The Lessee shall also use counsel reasonably acceptable to Lessor in carrying out its obligations under this Article.

During the term of this Lease and during any holdover tenancy following regular expiration or early termination hereof, Lessee further hereby expressly agrees that it will defend, indemnify and hold Lessor harmless from any and all claims made or asserted by the Lessee's agents, servants, members or employees arising out of the Lessee's activities under this Lease. For this purpose, the Lessee hereby expressly waives any and all immunity it may have under Maine's Workers Compensation Act in regard to such claims made or asserted by the Lessee's agents, servants, members, or employees. The indemnification provided under this paragraph shall extend to and include any and all costs incurred by Lessor to answer, investigate, defend and settle all such claims, including but not limited to Lessor's costs for attorneys fees, expert and other witness fees, the cost of investigators, and payment in full of any and all judgments rendered in favor of the Lessee's agents, servants, members, or employees against the Lessor in regard to claims made or asserted by such agents, servants, members, or employees.

#### **ARTICLE VII – NONDISCRIMINATION**

Lessee hereby agrees that it will conduct its operations only according to its written regulations or bylaws, but at no time shall it refuse to sell its produce or other wares to any person or entity because of the race, sex, religion, national origin, or physical or mental handicap of that person or entity. Notwithstanding the termination provisions of paragraph 3 of Article XIII, Lessee shall cure any breach of this non-discrimination covenant within five (5) days of written notice by Lessor of said breach, after which time Lessor has the right to terminate this Lease.

#### **ARTICLE VIII – COVENANTS OF QUIET ENJOYMENT**

The Lessee, subject to the terms and provisions of this Lease on payment of the rent, and observing, keeping and performing all the terms and provisions of the Lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the demised premises during the term hereof without hindrance or rejection by the Lessor or any other persons.

## **ARTICLE IX – LIENS**

The Lessor agrees that it will promptly discharge (either by payment or by filing of the necessary bond or otherwise) any mechanics', materialmen's or other liens against the demised premises, any buildings, structures or improvements thereon, which liens may arise out of any payment due for labor, services, materials, supplies or equipment which may have been furnished to or for the Lessor, its agents, employee, members, or servants, related in any way to the terms of this Lease.

## **ARTICLE X – MAINTENANCE AND REPAIRS**

Lessee shall, at its sole expense and cost, throughout the term hereof, repair any damage to the premises and nearby grounds and landscaping which may have been or was actually caused by the members, agents, employees, servants, or customers of Lessee. Lessee and Lessor shall inspect the premises together immediately prior to May 1<sup>st</sup> of each year of the term of this Lease for reference purposes. Normal wear and tear deterioration of the pavement surface is excepted from this Article.

## **ARTICLE XI – REMOVAL OF PROPERTY**

No permanent improvements shall be made except signage permitted by the Code of the City of Bangor. No personal property shall be left on the premises after 4 p.m. on each Sunday during the term on the Agreement. Any personal property remaining after 4 p.m. shall be removed by Lessor.

## **ARTICLE XII - SURRENDER OF POSSESSION**

Subject to the provisions contained in Article XIII, the Lessee shall, upon the termination of this Lease, surrender the quiet and peaceable possession of the demised premises.

## **ARTICLE XIII – TERMINATION**

It is covenanted and agreed that:

(1) This agreement can be terminated by either party without cause by providing notice on or before December 31st of each year of the term;

(2) If the Lessee shall neglect or fail to pay the rent or other charges payable hereunder and such default shall continue for a period of ten (10) days after written notice thereof by Lessor;

(3) If Lessee shall neglect or fail to perform or observe any of the other covenants, terms, provisions, or conditions on its part to be performed, or observed pursuant to this Lease, and such neglect or failure shall continue for a period of thirty (30) days after written notice thereof by Lessor, or if such covenants, terms, provisions or conditions cannot be performed or observed within said thirty (30) day period, if Lessee fails to diligently prosecute the curing of such neglect or failure;

(4) If the estate hereby created shall be taken on execution or by other process of law;

(5) If the Lessee shall be declared bankrupt or insolvent according to law;

(6) If any assignment shall be made of the property of the Lessee for the benefit of creditors;

(7) If a receiver, guardian, conservator, or trustee in bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of the Lessee's property by a Court of competent jurisdiction;

(8) If a petition shall be filed for a reorganization of the Lessee under provisions of the Bankruptcy

Act now or hereafter enacted; or

(9) If the Lessee shall file a petition for such reorganization or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted.

THEN, IN ANY OF THE SAID CASES (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), the Lessee may be considered in default hereunder, and the Lessor lawfully may, immediately or at any time thereafter, and without demand or notice, enter into and upon the said premises or any part thereof, in the name of the whole and repossess the same as of the Lessor's former estate, and expel the Lessee and those claiming through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty to any manner of trespass, and without prejudice to *any* remedies which might otherwise be used for arrears of rent or preceding breach of covenant. Upon such entry, this Lease shall terminate, and the Lessee shall be liable to pay as rent, amounts equal to the several installments of rents and other charges reserved as would have become due under this Lease if this Lease had not been terminated or if the Lessor had not entered or reentered as aforesaid. Lessee shall not be entitled to any refund, in whole or in part, of any rents paid to Lessor prior to said termination.

#### **ARTICLE XIV – ATTORNEY’S FEE**

The Lessee shall pay to the Lessor a reasonable attorney's fee in the event the Lessor employs an attorney to collect any rents due hereunder and secures a judgment in connection with collection of said rent, or legal process is levied upon the interest of the Lessee in this Lease or in said premises, or in the event Lessee violates any of the terms, conditions or covenants on the part of the Lessee herein contained, provided that Lessee fails to promptly correct the violation of any term, condition or covenant after receipt of notice that it is in violation thereof.

In the event Lessor employs its City Solicitor or an assistant solicitor to collect rents or otherwise protect Lessor's interests under this Lease, "reasonable attorneys fees" under this Article shall mean the reasonable cost of services provided by Lessor's Solicitor or assistant solicitor, at the rate charged for similar services by private attorneys in the Bangor area.

#### **ARTICLE XV – ASSIGNMENT, SALE AND SUBLETTING**

The Lessee shall not at any time assign, sell, convey or transfer this Lease or any interest therein, or sublease or sublet or rent the premises, or any part thereof, without the prior written consent of the Lessor. In the event of such consent, all provisions of this Lease shall extend to, bind and inure to the benefit of the Lessor and Lessee, or its members, employees, agents, or servants, and also to Lessor's and Lessee's successors and assigns. To the extent Lessee's written regulations or bylaws provide for payment of rents or fees for the right to participate in any way in Lessee's operations, Lessor hereby consents; it being understood and agreed by the parties hereto that such payments bind the payors as noted above.

#### **ARTICLE XVI – AUTHORITY TO ENTER INTO AGREEMENT**

The Lessor hereby represents and warrants that it has taken all necessary procedural and legal steps as required by federal, state and local laws and regulations for the purpose of authorizing the execution of this Lease and that execution of this Lease by the City Manager renders this Lease a valid and binding document on the part of the Lessor and the same is fully enforceable in all of its terms and conditions by the Lessee.

Lessee hereby represents and warrants that it has taken all necessary procedural and legal steps as required under all state, local and federal laws and regulations, and all necessary corporate action to authorize the execution of this Lease by its undersigned corporate officer and that upon such execution this Lease is a valid and binding document on the part of the Lessee and is fully enforceable in all of its terms and conditions by Lessor.

**ARTICLE XVII – WAIVER**

Failure on the part of the Lessor to complain of any action or nonaction on the part of the Lessee no matter how long the same may continue shall never be deemed to be a waiver by the Lessor of any of Lessor's rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Lessor shall be construed as a waiver of any other provisions hereunder, and that a waiver at any time of any of the provisions hereof shall not be construed at any subsequent time as a waiver of the same provisions. The approval of Lessor of any action by the Lessee requiring the Lessor's consent or approval shall not be deemed to waive or render unnecessary the Lessor's consent or approval of any subsequent similar act by the Lessee.

**ARTICLE XVIII - NOTICES**

Notices to the Lessor provided for in this Lease shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid to:

City Manager  
City of Bangor  
City Hall  
73 Harlow Street  
Bangor, ME 04401

and notices to Lessee are to be sent by registered or certified mail, return receipt requested, postage prepaid, addressed to:

Bangor Farmers Market Association  
c/o Molly Crouse  
Nettie Fox Farm  
2348 Kennebec Road  
Newburgh, Maine 04444

or to such other respective addressees as the parties may designate to each other in writing from time to time.

**ARTICLE XIX – INVALIDITY OF PARTICULAR PROVISIONS**

If any term or provisions of this Lease or the application thereof to any person or circumstances is hereafter determined to be to any extent, invalid or unenforceable, the remainder of this Lease or the application of such terms and provisions to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected hereby and such term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

**ARTICLE XX – CONSTRUCTION**

The headings appearing in the Lease are intended for convenience and reference only and not to be considered in construing this Lease.

**ARTICLE XXI – NO PARTNERSHIP OR JOINT VENTURE CREATED**

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture between the parties, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein nor any acts of the parties shall be deemed to create any relationship between the parties other than the relationship of landlord and tenant.

In exercising its rights hereunder, Lessee shall at all times be regarded as an independent entity conducting its own business and operations and shall not at any time act, hold itself out, or purport to act, as an agent, contractor, co-partner, joint venture, or employee of Lessor.

**ARTICLE XXII – GOVERNING LAW**

This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine, as the same may from time to time exist.

**ARTICLE XXIII – AMENDMENT TO LEASE**

This Lease contains all the terms and conditions between the parties hereto and no alteration, amendment or addition hereto shall be valid unless in writing and signed by both parties hereto.

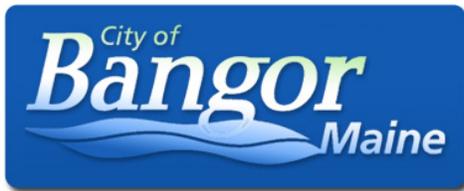
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written above.

Witness: City of Bangor

\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_  
Catherine M. Conlow  
Its City Manager

Witness: Bangor Farmers' Market Association

\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_



TO: Business & Economic Development Committee  
 FROM: Jason Bird, Community and Economic Development Officer  
 DATE: April 1, 2015

As you are aware, the City is currently in the process of developing its 5 year Consolidated Action Plan for its Community Development Block Grant (CDBG) funding. The proposed budget reflects the feedback received from City staff and one-on-one conversations with many of the service organizations in the City.

**CDBG Proposed Budget**

	<b>FY16</b>	<b>FY17</b>	<b>FY18</b>	<b>FY19</b>	<b>FY20</b>
Grant Amount	\$778,000	\$778,000	\$750,000	\$750,000	\$750,000
Program Income	\$250,000	\$250,000	\$200,000	\$200,000	\$200,000
<b>Est Total Available</b>	<b>\$1,028,000</b>	<b>\$1,028,000</b>	<b>\$950,000</b>	<b>\$950,000</b>	<b>\$950,000</b>
Administration (max 20%)	\$205,600	\$205,600	\$190,000	\$190,000	\$190,000
<b>Funding Remaining</b>	<b>\$822,400</b>	<b>\$822,400</b>	<b>\$760,000</b>	<b>\$760,000</b>	<b>\$760,000</b>
Property Acquisition	\$30,000		\$30,000		\$30,000
Property Disposition	\$2,400	\$2,400	\$2,000	\$2,000	\$2,000
Social Services/Non Profit Funding	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Public Improvements	\$225,000	\$220,000	\$150,000	\$150,000	\$153,000
Demolition and Clearance	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Façade Grants	\$100,000	\$75,000	\$75,000	\$75,000	\$75,000
Property Rehabilitation & Homeowner assistance	\$240,000	\$300,000	\$250,000	\$250,000	\$225,000
Neighborhood Stabilization	\$100,000	\$100,000	\$128,000	\$158,000	\$150,000

City staff met with the following organizations to help identify the challenges facing the area, which also helped staff to develop the proposed budget: Eastern Maine Community College, Eastern Area Agency on Aging, Habitat for Humanity, Bangor Area Homeless Shelter, Bangor Housing, Penobscot Community Health Center, Penquis, and Shaw House.

During those conversations, the following issues, needs, challenges, and project ideas were generated:

- Housing placement coordination (x2)
- More childcare/Head Start facilities (x5)
- Health and fitness literacy
- Senior housing facilities
- Neighborhood stabilization in Tree Streets and Ohio Street areas
- Streets and sidewalk replacement
- Youth homeless transitional facility
- Homeless youth employment programming
- Funding/supplies for senior home repair program
- Increased funding for meals on wheels
- Employer soft skills, employability skills
- Drug detoxification facility (x2)
- Multi-unit family housing inspection program
- Family homeless shelter (x3)
- Patient centered medical home collaborative program (x3)

This certainly isn't an exhaustive list, but does represent the issues that are currently front and center for many of the area's organizations who work day in and day out with disadvantaged populations.

Due to the popularity of the programs, the proposed budget increases the façade grant funding and the homeowner assistance lines for fiscal year 2016. Fiscal years 2017 and on are presented as an example long term view of the funding; those figures could be changed to reflect new priorities realized for that year's Action Plan submission.

This proposed budget also reestablishes the non-profit funding program; if funded, the City would work with area service organizations to address priority issues.

The increase in Neighborhood Stabilization in FY 2018, 2019, and 2020 represents the likelihood of the City identifying a new strategy area once the 5 year West Side Village designation is over.

Staff seek the feedback of the Committee as it further develops the 5 year Consolidated Plan.

## Downtown Parking

While there is a perception of a parking shortage in Downtown, the reality is that there are limitations in the City's existing parking enforcement ordinances to prevent and penalize car shufflers. It is widely understood that car shuffling has a negative effect on businesses in Downtown. Previous discussions surrounding a resolution included input from the Downtown Parking Advisory Committee, the Downtown Bangor Partnership, individual business owners and this Committee.

Staff has identified the following options for your consideration to address car shuffling:

- Implement a zone parking system.
- Implement metered parking.
- Implement a license plate reader system.
- Some combination of these options.

Recent conversations have centered on limited implementation of metered parking on four streets in the core of Downtown: Main Street, Central Street, Hammond/State Street, and Exchange Street. In addition to the core streets, the Atler Lot, located across from the Federal Building, would also be metered.

The goal is to develop a parking enforcement system that would discourage car shuffling by encourage long-term parkers to move to the off-street parking lots, thereby freeing up the on-street spaces for short-term parkers visiting downtown offices, shops, and restaurants.

Staff seeks the Committee's input and guidance on these options.