



CITY OF SACO, MAINE

Administration
Saco City Hall
300 Main Street
Saco, Maine 04072-1538

Kevin L. Sutherland, City Administrator
Telephone: (207) 282-4191
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SACO CITY COUNCIL WORKSHOP TUESDAY, SEPTEMBER 6, 2016 – 6:00 PM CITY HALL AUDITORIUM

- I. **CALL TO ORDER**
- II. **PUBLIC COMMENT**
- III. **AGENDA**
 - A. U-Haul Contract Zone- 492 Main Street **P2**
- IV. **ADJOURNMENT**

SACO CITY COUNCIL MEETING TUESDAY, SEPTEMBER 6, 2016 – 6:30 PM CITY HALL AUDITORIUM

- I. **CALL TO ORDER**
- II. **RECOGNITION OF MEMBERS PRESENT**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **GENERAL**
 - Certificate of Achievement for Excellence in Financial Reporting, GFOA
 - Pain and Recovery Awareness Month Proclamation
 - Carbon Performance Measure Proclamation
- V. **PUBLIC COMMENT**
- VI. **CONSENT AGENDA**
 - A. “Be it ordered that the City Council approve the minutes for August 1, 2016 and August 15, 2016”
“I move to approve the order”
- VII. **AGENDA**
 - A. (Second & Final) U-Haul Contract Zone -492 Main Street **P15**
 - B. (Public Hearing) Addition of Chapter 161 - Prohibited Products to Saco Municipal Code of Ordinances **P22**
 - C. (Public Hearing) Zoning Ordinance Amendments: Medical Marijuana Caregivers **P26**
 - D. (Public Hearing) Temporary Extension of Premise Permit for Island Brewing LLC d/b/a Run of the Mill for the RiverJam Festival **P30**
 - E. (Public Hearing) Special Entertainment Permit – Townhouse Pub **P34**
 - F. (First Reading) Contract Zone Amendments - Park North **P36**
 - G. (Second & Final) Authorize School Construction Bond Question **P48**
 - H. Authorize Lease of Space in the City Hall Annex to Saco Main Street **P55**
- VIII. **EXECUTIVE SESSION**

“Be it Ordered that the City Council, Pursuant to [M.R.S.A. Title 1, Chapter 13, Subchapter 1, §405 (6)] move to enter into Executive Session to discuss: (C) Sale of Real Property and Disposition of Publicly Held Property - Discuss recommended sale of commercial development real estate owned by the City of Saco and designated on the City’s Tax Maps as Map 74 – Lot 1, consisting of approximately 26.8 acres and to allow the Economic Development Director to provide the City Council with an update on certain economic development matters involving real estate where premature disclosures of the information would prejudice the competitive bargaining position of the City.”
- IX. **REPORT FROM EXECUTIVE SESSION**

Language for this will be provided during Executive Session
- X. **ADJOURNMENT**



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MEMORANDUM

TO: Mayor Michaud and City Council
FROM: Kevin L. Sutherland, City Administrator
DATE: September 1, 2016
RE: **Suggested changes to the U-Haul Contract Zone**

From the time of the first reading to the now second and final reading scheduled for the regular meeting, the process has continued under the language that considers the original documents. However, several suggested changes have been made and the applicant has submitted the attached documents to reflect this.

In addition, I am including as the first exhibit, a letter I asked our staff to draft in response to documents submitted and comments made at our public meetings regarding this topic.

1. Memo from Bob Hamblen and Richard Lambert – Clarification of Existing and Proposed Uses at U-Haul Site
2. A revised Draft of the Contract Zone Agreement
3. A letter to City Council from Walsh Engineering Associates
4. A revised concept plan with drive and load
5. A Warehouse Sketch

If Council chooses to accept any of the proposed changes to Exhibit 2 here, a Councilor will need to make a motion (and a second) to amend the document dated June 7, 2016 with those changes after the motion has been read into the record.



City of Saco

Exhibit Item 1

Planning Office
Saco City Hall
300 Main Street
Saco, Maine 04072-1538

Robert Hamblen, A.I.C.P., City Planner
Telephone: (207) 282-3487
Fax: (207) 282-8202
Email: bhamblen@sacomaine.org

Memorandum

To: Mayor Michaud, City Council, City Administrator
From: Richard Lambert, Code Enforcement Officer; Bob Hamblen, City Planner
Re: Clarification of Existing and Proposed Uses at U-Haul Site
Date: Meeting of Sept. 6, 2016

In order to clear up a few possible misconceptions about the U-Haul contract zone proposal, we present a few facts:

- a. The contract zone is proposed in order to allow an existing nonconforming use, “Self-Service Storage Facility,” to expand. Ordinarily, grandfathered nonconforming uses may continue to operate indefinitely, but are not allowed to expand. U-Haul is in the B-2d zone along Main Street, and the rear (westerly end) of the site is in the R-2 zone. A self-service storage facility is not an allowed use in either zone.
- b. References have been made to “warehousing” being an allowed use in the B-2d zone, so that if U-Haul wanted to – or, if the contract zone is denied -- it could simply submit an application to the Planning Office and initiate site plan review for a new building, as is reflected in ‘Exhibit B’ submitted for this meeting, a “warehouse sketch.”
- c. This is not the case. Warehousing is not an allowed use in the B-2d zone. “Wholesale trade and warehousing” is a permitted use, but is quite a different use than “warehousing.” No aspect of what U-Haul proposes to do on the site involves “wholesale trade and warehousing” as defined by the Ordinance: “Wholesale trade and warehousing: The shipping, receiving and storing of finished goods and articles. Retailing activity shall constitute no more than ten (10) percent of the total floor area.”
- d. See Section II of the draft contract zone agreement for what U-Haul does propose: “Self-service storage facilities, retail, moving equipment rental and storage, warehousing, propane distribution, trailer hitch installation and rental equipment maintenance shall be permitted uses within the Contract Zone, in addition to all permitted uses and conditional uses otherwise allowed in the B-2D and R-2 zones.”
- e. The applicant has also referenced Sec. 404-2, which could allow a use/building that is allowed on the B-2d portion of the U-Haul property to extend up to 100 feet into the R-2/”less restricted portion of the lot..”

404-2. DIVISION OF LOTS BY DISTRICT BOUNDARIES

Where a zoning district boundary line divides a lot or parcel of land of the same ownership of record at the time such line is established by adoption or amendment of this Ordinance, the regulations applicable to the less restricted portion of the lot may be extended up to 100 feet into the more restricted portion of the lot, subject to approval of the Planning Board pursuant to the criteria for conditional uses.

The applicant could propose a “wholesale trade and warehousing” use, and the regulations applicable to the B-2d portion of the lot may be extended up to 100 feet into the R-2 portion of the lot so that the “proposed 69,000 s.f. warehouse building” could be built without a contract zone, BUT, the applicant could not propose a simple “warehouse” use, because warehouses, on their own, are not an allowed use in either B-2d or R-2.

- f. See also the definition of “Self-service storage facility” from the Ordinance:

“Self-service storage facility: A building or structure accommodating individual storage rooms or area leased or rented to the general public exclusively for the storage of personal or business-related property, such rooms or areas being accessible through individual private entrances. The storage of chemicals, explosives, or hazardous items as defined by the National Fire Protection Association Code 704, Class 3 or 4 material, is not permitted. Accessory uses are limited to those uses which are permitted or conditional in the zone and they are subject to Planning Board review as an amendment of the conditional use approval. This use does not fall within “Wholesale Trade and Warehousing” herein defined.”

- g. “Warehouses” or “warehousing” is not an allowed use in any zone, nor are the terms defined by the Ordinance.

To sum up, the stated fall-back position of the applicant being able to move forward with a “warehouse” because it’s an allowed use in the B-2d zone, and that the use could extend up to 100 feet into the R-2 portion of the U-Haul parcel thanks to Sec. 404-2 is a non-starter: warehousing is not an allowed use in the B-2d zone, and U-Haul is not in business for “wholesale trade and warehousing,” a use that is allowed in B-2d.

Be aware, the contract zone does specify warehousing as a use sought under the contract zone but it’s staff’s understanding that this applies solely to the proposed 2,550 s.f. building near Main Street, while the two-story, 27,000 s.f. building further to the west is labeled “Proposed Self-Storage Building” on the plans submitted.

###

Draft
Contract Zone Agreement By and Between
U-Haul Company of Maine and the City of Saco
September __, 2016

THE CITY OF SACO HEREBY ORDAINS:

I. That the Zoning Ordinance of the City of Saco, dated January 2, 1985, and amended through December 1, 2014, is hereby amended by adopting this contact by and between the City of Saco and U-Haul Co. of Maine (Applicant).

1. The Applicant proposes to expand the existing grandfathered legal nonconforming self-storage business within the subject property by constructing a new self-storage building on the west side of the property.
2. The self-storage business has been in operation in this location since the early 1980's.
3. The subject property is located at 492 Main Street, in Saco, Maine and is identified as Tax Map 40, Lot 33. The subject property has been owned by the Applicant since the early 1980's.
4. The subject property lies within the B-2D zone and the R-2 zone.
5. Self-storage is not a permitted or conditional use within the B-2D or R-2 zones; however, it is a grandfathered legal nonconforming use on the property since the early 1980's.
6. Recognizing the requirements of the Zoning Ordinance, the Applicant hereby makes application for a Contract Zone that would allow for the expansion of the grandfathered legal nonconforming use within the site.
7. The Contract Zone will be applicable to the entire property.

II. This Contract Zone Agreement amends the Saco Zoning Ordinance as follows:

This Contract Zone, specifically and exclusively for the parcel at 492 Main Street, Tax Map 40, Lot 33, would allow the Applicant to expand the self-storage business as proposed, subject to the following conditions and restrictions, as provided for in Section 1403 of the Saco Ordinance:

Self-service storage facilities, retail, moving equipment rental and storage, warehousing, propane distribution, trailer hitch installation and rental equipment maintenance shall be permitted uses within the Contract Zone, in addition to all permitted uses and conditional uses otherwise allowed in the B-2D and R-2 zones.

III. This Contract Zone Agreement is subject to the following conditions and restrictions, as provided for in Section 1403-5 of the Saco Zoning Ordinance:

- a. Building setbacks shall conform to the B-2D zone building setbacks requirements.
- b. Vegetated buffers shall be provided along the abutting residential and Thornton Academy property lines where vegetation currently exists and along Hutchins Street in an area that is currently paved. Fencing will be provided along all abutting residential property lines.
- c. A 15-foot wide landscaped buffer shall be provided along the Route 1 road frontage south of the site entrance from Route 1.
- d. The existing Route One driveway entrance shall be re-designated as a right-in/right-out access drive.
- e. Hours of operation for customer access to the self-storage units shall be between the hours of 7:00 AM and 9:00 PM.
- f. A loading and unloading Bay that allows vehicles and trucks to drive into the building for load and unload purposes shall be part of the self-storage building.
- g. Municipal site plan review requirements shall remain in effect with respect to anticipated or future expansion or relocation of structures within the Contract Zone.
- h. The City and Applicant recognize that the plan submitted for contract zone review is representative of the existing and proposed site layout, but is subject to change as a result of site plan review conducted by the Planning Board. If it is determined that the changes constitute a significant change in the contract, then the developer shall also be required to obtain City Council approval of the change.
- i. This contract and its provisions shall specifically and exclusively apply to the Contract Zone request submitted by the Applicant. Approval of this Contract Zone is in part based on the financial and technical qualifications of the Applicant as submitted to the City. Accordingly, this Agreement and the Contract Zone it creates shall not be transferred or assigned, other to another entity of the Applicant, without review and written approval by City Council, such consent not to be reasonably withheld.
- j. Upon approval of this Contract Zone by the City Council, the Applicant shall submit materials required for site plan review to the Planning Office. Failure of the Applicant to secure site plan approval within one year of the approval of this Contract by the Saco City Council shall render this Contract null and void. In the event that permits or approvals are delayed due to circumstances beyond the control of the Applicant, this one year deadline may be extended by one year upon written request to the City Council.
- k. Breach of these conditions and restrictions by the Applicant shall constitute a breach of the contract, and the Applicant shall be required to apply for a contract modification. Failure to apply for or to obtain a modification shall constitute a zoning violation subject to enforcement action.

IV. Pursuant to authority found in 30A M.R.S.A. Section 4352(8), and the City of Saco Zoning Ordinance, Section 1403, and by Vote of the Saco Planning Board on _____; and the Saco City Council on _____, the following findings are hereby adopted:

A. City Tax Map 40, Lot 33 is a parcel of unusual nature and location for the following reasons:

1. The Applicant has owned the subject property since the early 1980's and has been operating the self-storage and moving equipment rental business since acquisition. There is a growing need in the City of Saco for self-storage facilities due to the expanding population.
2. The property is uniquely divided into two zoning districts with the east side of the property lying in the B-2D zone and the west side of the property lying in the R-2 zone.
3. As the entire property has been used only for commercial use since at least the early 1980's and is in a commercially developed area of the Route 1 Corridor in Saco, it is unusual that the property remains divided, with a portion of the long-established commercial property situated within a residential zone.
4. The property consists of approximately 3.68 acres, of which approximately 1.8 acres are currently undeveloped.

B. The proposed rezoning is consistent with the Saco Comprehensive Plan, based on the following:

Comprehensive Plan – Chapter 5: Community Goals and Policies

- Local Economy Goals
 - “To increase the number and quality of jobs in Saco.”
 - *The proposed project will preserve existing jobs while providing temporary construction jobs and permanent staff jobs at the site.*
 - “To strengthen Saco’s role as a service center for the region...”
 - *The proposed project will expand the retail, rental, and self-storage facility for utilization by the residents and businesses of Saco and surrounding towns.*
 - *The U-Haul company has been a well-respected, stable, long term national company doing business since 1945, which will continue to provide service well into the future.*
 - *The expansion of the U-Haul facility will expand services to the Saco region, increasing its retail operation, while increasing the Saco tax base.*
 - “To increase the commercial tax base.”
 - *The expansion of the U-Haul facility will utilize presently undeveloped Route One corridor land for commercial purposes, adding to the commercial tax base.*

Comprehensive Plan – Chapter 6: Land Use Goals and Policies:

• Local Goals

- “To foster a pattern of land use that respects and builds upon the established settlement pattern of an urban core surrounded by an outlying rural area.”
 - *The proposed project is an expansion of a long-established grandfathered use within the Route 1 commercial corridor. The proposed project will build upon the established settlement pattern.*
- “To discourage urban sprawl.”
 - *The proposed project is located along the Route 1 commercial corridor and will not contribute to urban sprawl.*
- “To accommodate the growth of commercial and industrial activities in designated growth areas where public services and facilities can be provided.”
 - *The proposed project is located along the Route 1 corridor where public services are provided and will not overburden existing public facilities.*
- “To encourage a pattern of land use that can be served efficiently and that does not impose an undue burden on the Town’s financial resources.”
 - *The proposed project is located along the Route 1 corridor where public services already exist. No extensions of public services will be required. Therefore, there will be no undue burden on the Town’s financial resources.*
- “To avoid promoting development in areas of Saco currently used for agriculture and forestry.”
 - *The proposed project is located along the Route 1 commercial corridor on land that will is not used for agriculture or forestry.*

• Commercial Development

- “22. The City should also maintain the Route 1 Corridor from Thornton Academy north to the I-195 spur as a commercial district recognizing the established pattern of commercial use in the area...”
 - *The proposed project is an expansion of a long-established commercial retail business located on a parcel of land that fronts the Route 1 Corridor north of Thornton Academy.*
- “5. The Route One Corridor from Thornton Academy north to the I-195 Spur functions as a community commercial center. The City should work to improve the visual appearance of this area. In addition, efforts should be made to upgrade traffic flow and to improve access to and from adjacent properties and neighborhoods.”
 - *The proposed project will improve the visual appearance of the property and will substantially improve traffic safety by converting an unsignalized full access driveway to a right-in/right-out only access.*

C. The proposed use is consistent with the existing uses and permitted uses within the original zone.

1. The proposed project is an expansion of a long-established self-storage business at the subject property. The self-storage business is a grandfathered nonconforming use of the property that has been operating since the early 1980’s.

2. Existing permitted and conditional uses in the B2-D zone include, in part, wholesale trade and warehouses, retail businesses, eating and drinking establishments, masonry supply yards and gas stations; existing conditional uses in the R-2 zone include, in part, hospitals and clinics, commercial greenhouses, kennels, public utility buildings and funeral homes.
 3. The self-storage expansion is a less intensive use than the uses otherwise permitted in the original zone, and will not create significant noise, odor, pollution, or other nuisances that would be a burden on the neighboring properties.
 4. The self-storage expansion will meet the space and bulk requirements of the underlying zones.
- D. The conditions proposed are sufficient to meet the intent of Section 1403, Contract Zoning, of the Saco Zoning Ordinance

V. Based on the above findings, conditions and restrictions, the City Council hereby incorporates this Contract Zoning agreement into the Saco Zoning Ordinance by reference. By signing this contract, all parties agree to abide by the conditions and restrictions contained herein.

Adopted by the Saco City Council on _____.

By _____
Kevin Sutherland
City Administrator

By _____
Jon Hynes, President
U-Haul Co. of Maine

August 31, 2016

City Council,
c/o Mr. Bob Hamblen, City Planner
City of Saco, Maine
300 Main Street
Saco, Maine 04072

**RE: Contract Zone Application for U-Haul Moving and Storage of Saco
492 Main Street
Saco, Maine**

Dear Bob,

Per our public hearing with the City Council, we would like to present the following information for the Council's review of the Contract zone for U-Haul;

1. Noise and Hours of Operation

- Given the comments from the public and City Council, U-Haul will limit their hours for access to the self-storage units from 7 AM to 9 PM. As a reminder, this property is zoned to allow for a restaurant and drinking establishment that could have patrons on-site until well after midnight. We have amended the Contract Zone Agreement to reflect the restriction on hours of operation.
- Given the comments provided by the Council as well as the concerns of neighbors regarding the noise of trucks unloading, U-Haul has agreed to include space for "Drive-N-Load". Essentially, this feature is a garage door near the front of the building where cars and trucks will back in, the door is closed, the customer unloads inside, the door opens and they drive off the site. This additional feature would reduce noise by containing unloading within the building. We have attached a revised site plan with the Drive-N-Load depicted (Exhibit A) and indicated it as a condition within the Contract Zone Agreement (Item III.f).

2. Current zoning of the property

- As discussed at the last meeting, under current zoning, the site could be developed into a warehouse that encompasses 50% of the land in the B2d zone, and which use could also extend 100 feet into the R-2 zone. As requested by Councilor Cote, we have attached an exhibit which schematically depicts a potential 69,000 SQ FT warehouse building that could be constructed on the site (Exhibit B). It is our opinion that the proposed U-Haul project has been carefully designed to fit into the surrounding area, is comparable in scale to the nearby Thornton Academy dorm buildings, and provides a project that improves aesthetics of the 'gateway' into the City. Conceptually we are proposing landscaping and signage improvements, a small warehouse building that has been designed to meet the Route 1 design standards, and a self-storage building which is about 1/3 the size of a building that is allowed in the B-2D zone.

3. Truck Movement

- Truck movement on the site can be easily designed and accomplished by the layout proposed for the site.

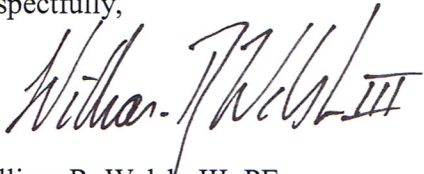
4. Amount of trucks and equipment on the site
 - The amount of equipment at the U-Haul facility was brought up by the neighbors during the public hearing. U-Haul's business at the Saco location has been increasing and this summer has seen abnormally high amount of equipment entering the state. According to U-Haul, the summer months are when they experience their greatest inflow of equipment and then after Labor Day, the equipment begins to exit the state. However, due to the extraordinarily high amount of equipment that has entered Maine this year, U-Haul began moving equipment to Massachusetts. Although U-Haul believes this to be abnormally high year, the new facility would have increased capacity for such situations in the future.
5. Trucks on adjoining streets
 - The comments by the neighbors about trucks being on Hutchins or Route 1 are not an acceptable practice for U-Haul. The local manager has been put on notice by Jon Hynes, President of U-Haul Maine, that this practice will not be tolerated.
6. Security
 - U-Haul takes security of their facilities very serious. They have a state of the art security system at all of their facilities. The proposed facility in Saco will include the following:
 - 32 camera security system with 16 cameras outside and 16 cameras inside the building. Every side of the building as well as every entrance/exit will have a camera on it. The cameras are high definition cameras which are able to read license plate numbers on vehicles that enter the area of the building.
 - The card entry system will require that in order for anyone to gain access into the building, a security card will be swiped at the door and then it will have to be swiped again to disarm the alarm on their unit.
7. Propane setbacks
 - The planning staff has asked what the setbacks for the propane tank would be. NFPA requires that a tank of less than 1,500-gal capacity have a 25-ft setback from property lines. As we have proposed the tank location, it is sited to provide the 25-ft setback.

In summary and as part of the Contract zone process, U-Haul has agreed to the following as part of the contract zone:

- Proposed a warehouse building that incorporates the Route 1 design guide standards;
- Vegetated buffers as requested by the neighbors;
- Stockade fencing along the residential properties;
- A 15-foot-wide landscape buffer along the Route 1 road south of the site entrance;
- Improved the aesthetics of the site signage including stonework and planter: by adding a stone wall planting area and applying matching siding to the sign supports;
- Added safety walls around a new vertical propane tank;
- Changing the entrance onto Route 1 to Right in/Right out, eliminating the left turn for north bound traffic into the site which is consistent with the City's Route 1 corridor study;
- Relocate the Route 1 Entrance further south to increase its separation from Hutchins Street intersection;
- Limiting hours of operation to less than the hours allowed for more intensive allowed uses on the site;
- Limiting noise by installing the "Park-N-Load" within the self-storage building;
- Creating a vegetated buffer along Hutchins Street in an area that is currently paved;
- Defining the Hutchins Street entrance by the use of curbing;

On behalf of U-Haul Maine, we would like to thank the City Council for taking the time to carefully consider the U-Haul Contract Zone. U-Haul appreciates its relationship with the City and enjoys being part of the Saco Business community and believes this contract zone will strengthen its position in Saco as well as create a meaningful change to the City's 'Gateway'.

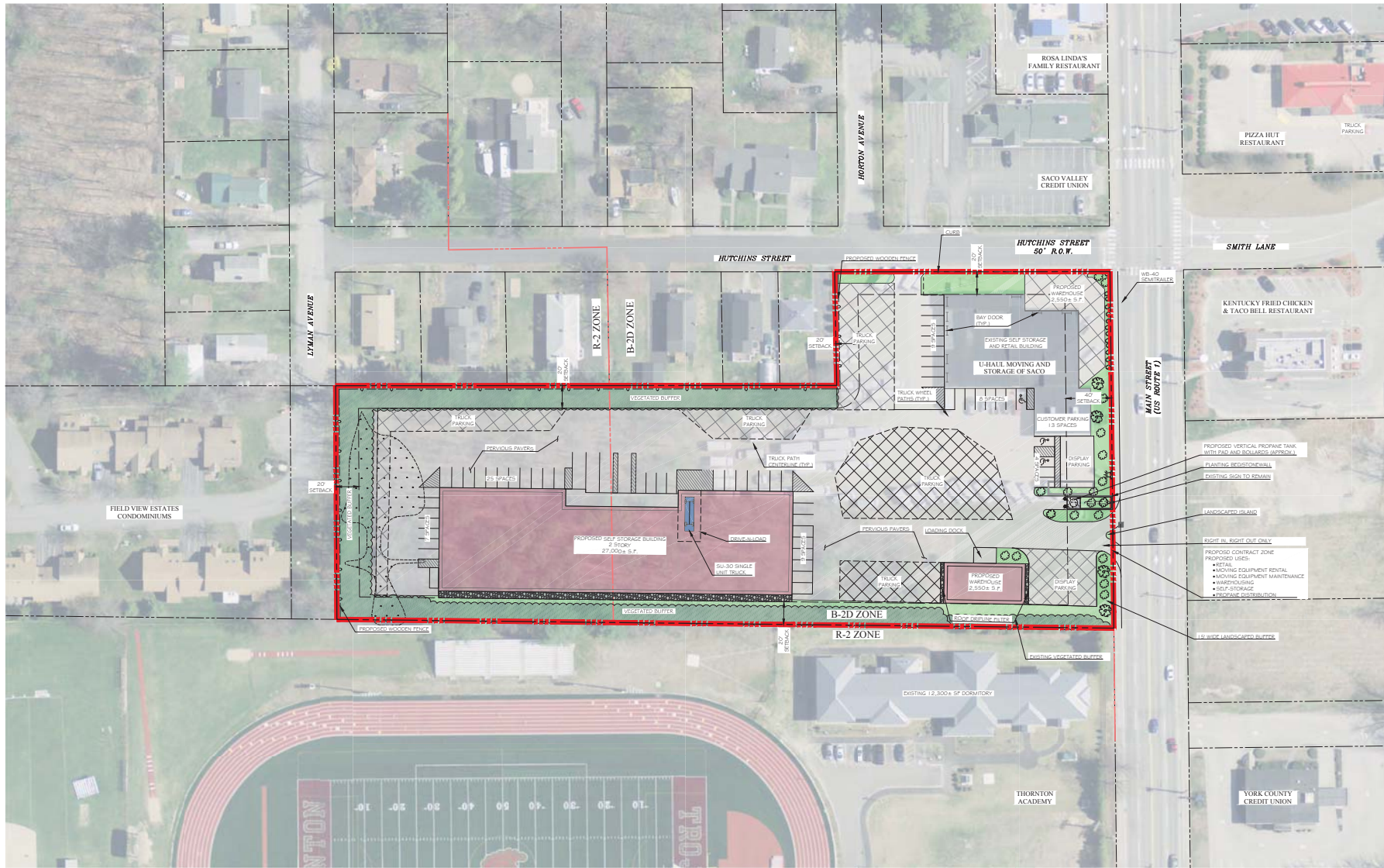
Respectfully,



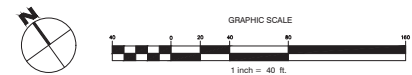
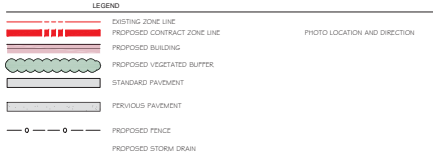
William R. Walsh, III, PE
Walsh Engineering Associates, Inc.

cc: Jon Hynes, President, U-Haul Co. of Maine
David Pollock, Amerco Real Estate Company
Sandra Guay, Woodman Edmunds

enc: Revised Contact Zone Agreement
Exhibit A: Site Plan with Drive-N-Load
Exhibit B: Warehouse Sketch



- NOTES**
- PROPERTY LINES SHOWN ARE BASED ON CITY OF SACO GIS INFORMATION. PROPERTY LINES HAVE NOT BEEN SURVEYED.
 - AERIAL PHOTOGRAPHY OBTAINED FROM MAINE OFFICE OF GIS.
 - WETLANDS SHOWN ON THIS PLAN ARE APPROXIMATE BASED ON WETLAND DELINEATION SHOWN ON PLAN TITLED SITE PLAN, PREPARED FOR U-HAUL COMPANY OF NEW HAMPSHIRE & VERMONT, SACO, MAINE, REV. 13, DATED JULY 11, 1994, PREPARED BY T.F. MORAN, INC. OR BEYOND, INC.
 - SITE LAYOUT, BUILDING LOCATIONS, PARKING AREAS, TRAFFIC CIRCULATION, UTILITIES, AND STORMWATER PONDS ARE CONCEPTUAL AND ARE SUBJECT TO CHANGE.
 - PROPOSED SELF-STORAGE AND WAREHOUSE BUILDINGS ARE BASED ON INFORMATION PROVIDED BY U-HAUL.



Self Storage and Warehouse Facility

U-Haul Co. of Maine
 1 Cassady Road
 Brunswick, Maine

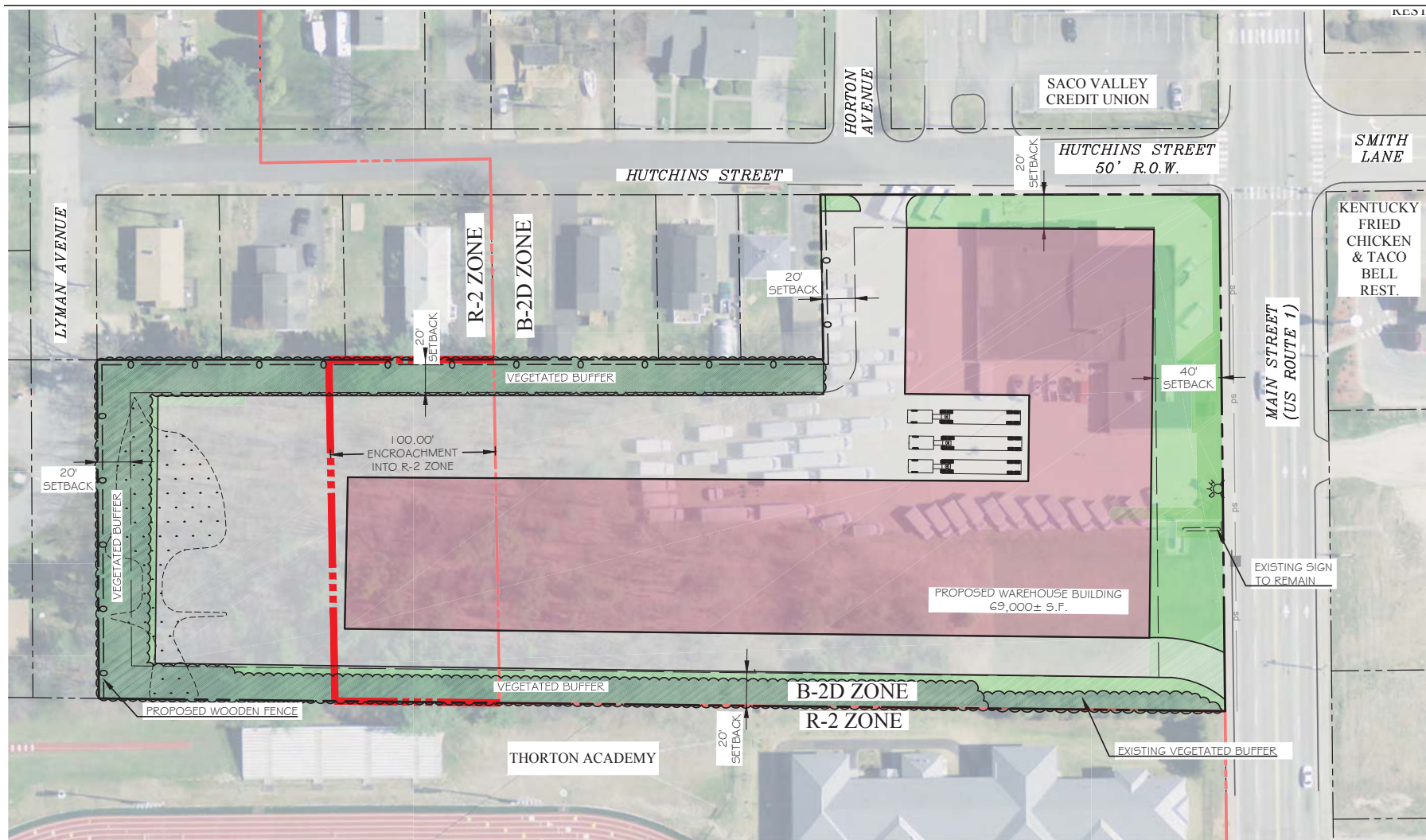
Rev.	Date	Description	Drawn	Check
1	WRW	Issued for Contract	SWC	WRW
2	WRW	Revised for Final Application	NGC	WRW

Sheet Title:
Exhibit A
Concept Plan with
Drive-N-Load

Job No.:	281	Sheet No.:	
Date:	April 25, 2016		
Scale:	1" = 40'		
Drawn:	SWC		
Checked:	WRW		

1 of 1

PRELIMINARY - NOT FOR CONSTRUCTION



Sheet Number:
Exhibit B

Sheet Title:
Warehouse Sketch

Job No.: 281
 Date: August 26, 2016
 Scale: 1" = 60'
 Drawn: NGC
 Checked: WRW

Sketch Plan of Warehouse Facility

492 Main Street
 Saco, Maine

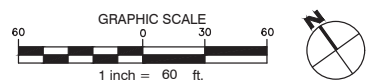
WALSH
 ENGINEERING ASSOCIATES, INC.

One Karen Dr., Suite 2A | Westbrook, Maine 04092
 ph: 207.553.9898 | www.walsh-eng.com
 Copyright © 2016

BUILDING SIZE CALCULATION:

AREA WITHIN B-2d ZONING DISTRICT:	117,200 SF
AREA 100 FT. INTO R-2 ZONING DISTRICT:	20,800 SF
TOTAL:	138,000 SF

ALLOWABLE BUILDING SIZE IS: 69,000 SF
 (MAX. LOT COVERAGE 50% PER TABLE 412-1 OF SACO ZONING ORDINANCE)



AGENDA ITEM: A
Date: September 6, 2016

MEETING ITEM COMMENTARY

AGENDA ITEM: (Second & Final) U-Haul Contract Zone –492 Main Street

STAFF RESOURCE: Bob Hamblen, City Planner

COUNCIL RESOURCE: Councilor William Doyle

BACKGROUND: Applicant U-Haul Co. Of Maine proposes a significant expansion of its existing business at 492 Main Street. Self-storage is not an allowed use in either of the zones in which the property exists. A contract zone is proposed in order to allow the expansion, a 27,000 sq.ft, two-story building, to move forward.

Also proposed, a 2,550 sq. ft. building for warehouse use, which is viewed as an accessory building to the current uses: retail and warehousing, each of which are permitted uses in the B-2d zone, and self-storage, which is not an allowed use in either the B-2d or R-2 zones. The contract zone as proposed would allow the larger building specifically for self-storage; the smaller, proposed for warehousing, would be allowed anyway in the B-2d zone.

This item was reviewed by the Planning Board at its June 7 meeting. The Board arrived at a positive finding on each of the four standards found in Sec. 1403-6, and voted to forward a positive recommendation to the Council.

- EXHIBITS:**
1. Draft Contract Zone 6/7/16
[Exhibit Items Below Previously Provided 8/15/16](#)
 2. Applicant Cover Letter
 3. Amended Plan 8/10/16
 4. Assessment Comparison
[Exhibit Items Below Previously Provided](#)
 5. Application materials
 6. Staff comments, Aerial photo, and Zoning map excerpt
 7. Minutes, June 7 PB meeting

RECOMMENDATION: Staff views the existing business, operating on this site since the early 1980s, as well run and maintained. Self-storage is a nonconforming use, and a goal of zoning is to eliminate nonconforming uses – this proposal would perpetuate it. The project will be subject to site plan review with the Planning Board if approved by the Council.

SUGGESTED MOTION: *“Be it Ordered that the City Council hereby approve the Second and Final Reading of “Contract Zone Agreement by and Between U-Haul Co. of Maine and the City of Saco,” dated June 7, 2016 for the property identified as Tax Map 40, Lot 33 as authorized by Section 1403 of the Zoning Ordinance, pursuant to 30A M.R.S.A. Section 4352(8).”*

“I move to approve the order”

AGENDA ITEM: A
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Contract Zone Agreement By and Between
U-Haul Company of Maine and the City of Saco
June 7, 2016

THE CITY OF SACO HEREBY ORDAINS:

I. That the Zoning Ordinance of the City of Saco, dated January 2, 1985, and amended through March 28, 2016, is hereby amended by adopting this contract by and between the City of Saco and U-Haul Co. of Maine (Applicant).

1. The Applicant proposes to expand the existing grandfathered legal nonconforming self-storage business within the subject property by constructing a new self-storage building on the west side of the property.
2. The self-storage business has been in operation in this location since the early 1980's.
3. The subject property is located at 492 Main Street, in Saco, Maine and is identified as Tax Map 40, Lot 33. The subject property has been owned by the Applicant since the early 1980's.
4. The subject property lies within the B-2D zone and the R-2 zone.
5. Self-storage is not a permitted or conditional use within the B-2D or R-2 zones; however, it is a grandfathered legal nonconforming use on the property since the early 1980's.
6. Recognizing the requirements of the Zoning Ordinance, the Applicant hereby makes application for a Contract Zone that would allow for the expansion of the grandfathered legal nonconforming use within the site.
7. The Contract Zone will be applicable to the entire property.

II. This Contract Zone Agreement amends the Saco Zoning Ordinance as follows:

This Contract Zone, specifically and exclusively for the parcel at 492 Main Street, Tax Map 40, Lot 33, would allow the Applicant to expand the self-storage business as proposed, subject to the following conditions and restrictions, as provided for in Section 1403 of the Saco Ordinance:

Self-service storage facilities, retail, moving equipment rental and storage, warehousing, propane distribution, trailer hitch installation and rental equipment maintenance shall be permitted uses within the Contract Zone, in addition to all permitted uses and conditional uses otherwise allowed in the B-2D and R-2 zones.

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- III. This Contract Zone Agreement is subject to the following conditions and restrictions, as provided for in Section 1403-5 of the Saco Zoning Ordinance:**
- a. Building setbacks shall conform to the B-2D zone building setbacks requirements.
 - b. Vegetated buffers shall be provided along the abutting residential and Thornton Academy property lines where vegetation currently exists. Fencing will be provided along all abutting residential property lines.
 - c. A 15-foot wide landscaped buffer shall be provided along the Route 1 road frontage south of the site entrance from Route 1.
 - d. The existing Route One driveway entrance shall be re-designated as a right-in/right-out access drive.
 - e. Municipal site plan review requirements shall remain in effect with respect to anticipated or future expansion or relocation of structures within the Contract Zone.
 - f. The City and Applicant recognize that the plan submitted for contract zone review is representative of the existing and proposed site layout, but is subject to change as a result of site plan review conducted by the Planning Board. If it is determined that the changes constitute a significant change in the contract, then the developer shall also be required to obtain City Council approval of the change.
 - g. This contract and its provisions shall specifically and exclusively apply to the Contract Zone request submitted by the Applicant. Approval of this Contract Zone is in part based on the financial and technical qualifications of the Applicant as submitted to the City. Accordingly, this Agreement and the Contract Zone it creates shall not be transferred or assigned, other to another entity of the Applicant, without review and written approval by City Council, such consent not to be reasonably withheld.
 - h. Upon approval of this Contract Zone by the City Council, the Applicant shall submit materials required for site plan review to the Planning Office. Failure of the Applicant to secure site plan approval within one year of the approval of this Contract by the Saco City Council shall render this Contract null and void. In the event that permits or approvals are delayed due to circumstances beyond the control of the Applicant, this one year deadline may be extended by one year upon written request to the City Council.
 - i. Breach of these conditions and restrictions by the Applicant shall constitute a breach of the contract, and the Applicant shall be required to apply for a contract modification. Failure to apply for or to obtain a modification shall constitute a zoning violation subject to enforcement action.

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IV. Pursuant to authority found in 30A M.R.S.A. Section 4352(8), and the City of Saco Zoning Ordinance, Section 1403, and by Vote of the Saco Planning Board on June 7, 2016; and the Saco City Council on _____, the following findings are hereby adopted:

- A. City Tax Map 40, Lot 33 is a parcel of unusual nature and location for the following reasons:
1. The Applicant has owned the subject property since the early 1980's and has been operating the self-storage and moving equipment rental business since acquisition. There is a growing need in the City of Saco for self-storage facilities due to the expanding population.
 2. The property is uniquely divided into two zoning districts with the east side of the property lying in the B-2D zone and the west side of the property lying in the R-2 zone.
 3. As the entire property has been used only for commercial use since at least the early 1980's and is in a commercially developed area of the Route 1 Corridor in Saco, it is unusual that the property remains divided, with a portion of the long-established commercial property situated within a residential zone.
 4. The property consists of approximately 3.68 acres, of which approximately 1.8 acres are currently undeveloped.
- B. The proposed rezoning is consistent with the Saco Comprehensive Plan, based on the following:

Comprehensive Plan – Chapter 5: Community Goals and Policies

- Local Economy Goals
 - “To increase the number and quality of jobs in Saco.”
 - *The proposed project will preserve existing jobs while providing temporary construction jobs and permanent staff jobs at the site.*
 - “To strengthen Saco’s role as a service center for the region...”
 - *The proposed project will expand the retail, rental, and self-storage facility for utilization by the residents and businesses of Saco and surrounding towns.*
 - *The U-Haul company has been a well-respected, stable, long term national company doing business since 1945, which will continue to provide service well into the future.*

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- *The expansion of the U-Haul facility will expand services to the Saco region, increasing its retail operation, while increasing the Saco tax base.*
- “To increase the commercial tax base.”
 - *The expansion of the U-Haul facility will utilize presently undeveloped Route One corridor land for commercial purposes, adding to the commercial tax base.*

Comprehensive Plan – Chapter 6: Land Use Goals and Policies:

- Local Goals
 - “To foster a pattern of land use that respects and builds upon the established settlement pattern of an urban core surrounded by an outlying rural area.”
 - *The proposed project is an expansion of a long-established grandfathered use within the Route 1 commercial corridor. The proposed project will build upon the established settlement pattern.*
 - “To discourage urban sprawl.”
 - *The proposed project is located along the Route 1 commercial corridor and will not contribute to urban sprawl.*
 - “To accommodate the growth of commercial and industrial activities in designated growth areas where public services and facilities can be provided.”
 - *The proposed project is located along the Route 1 corridor where public services are provided and will not overburden existing public facilities.*
 - “To encourage a pattern of land use that can be served efficiently and that does not impose an undue burden on the Town’s financial resources.”
 - *The proposed project is located along the Route 1 corridor where public services already exist. No extensions of public services will be required. Therefore, there will be no undue burden on the Town’s financial resources.*
 - “To avoid promoting development in areas of Saco currently used for agriculture and forestry.”
 - *The proposed project is located along the Route 1 commercial corridor on land that will is not used for agriculture or forestry.*

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- Commercial Development
 - “22. The City should also maintain the Route 1 Corridor from Thornton Academy north to the I-195 spur as a commercial district recognizing the established pattern of commercial use in the area...”
 - *The proposed project is an expansion of a long-established commercial retail business located on a parcel of land that fronts the Route 1 Corridor north of Thornton Academy.*
 - “5. The Route One Corridor from Thornton Academy north to the I-195 Spur functions as a community commercial center. The City should work to improve the visual appearance of this area. In addition, efforts should be made to upgrade traffic flow and to improve access to and from adjacent properties and neighborhoods.”
 - *The proposed project will improve the visual appearance of the property and will substantially improve traffic safety by converting an unsignalized full access driveway to a right-in/right-out only access.*
- C. The proposed use is consistent with the existing uses and permitted uses within the original zone.
 1. The proposed project is an expansion of a long-established self-storage business at the subject property. The self-storage business is a grandfathered nonconforming use of the property that has been operating since the early 1980’s.
 2. Existing permitted and conditional uses in the B2-D zone include, in part, wholesale trade and warehouses, retail businesses, eating and drinking establishments, masonry supply yards and gas stations; existing conditional uses in the R-2 zone include, in part, hospitals and clinics, commercial greenhouses, kennels, public utility buildings and funeral homes.
 3. The self-storage expansion is a less intensive use than the uses otherwise permitted in the original zone, and will not create significant noise, odor, pollution, or other nuisances that would be a burden on the neighboring properties.
 4. The self-storage expansion will meet the space and bulk requirements of the underlying zones.
- D. The conditions proposed are sufficient to meet the intent of Section 1403, Contract Zoning, of the Saco Zoning Ordinance

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V. Based on the above findings, conditions and restrictions, the City Council hereby incorporates this Contract Zoning agreement into the Saco Zoning Ordinance by reference. By signing this contract, all parties agree to abide by the conditions and restrictions contained herein.

Adopted by the Saco City Council on _____.

By _____

Kevin L. Sutherland
City Administrator

By _____

Jon Hynes, President
U-Haul Co. of Maine

MEETING ITEM COMMENTARY

AGENDA ITEM: (Public Hearing) Addition of Chapter 161 - Prohibited Products to Saco Municipal Code of Ordinances

STAFF RESOURCE: Kevin Sutherland

COUNCIL RESOURCE: Councilor Eric Cote

BACKGROUND: Polystyrene, referred to colloquially as Styrofoam, is a synthetic polymer used to make meat trays, egg cartons, seafood, containers, cups, plates, bowls, and trays. However, polystyrene negatively impacts the environment because it breaks down into non-biodegradable pieces that can harm wildlife and marine life. Polystyrene is an increasingly common form of litter, particularly along waterways and shores. Many states across the country including Massachusetts, New York, and Florida have implemented polystyrene bans. Currently in Maine, the towns/cities of Brunswick, Portland, and Freeport maintain a ban on the use of polystyrene in food packaging or retail sale. As polystyrene is harmful to the environment and easily substituted for other materials, we request that an ordinance be passed to add Chapter 161 – Prohibited Products to the City of Saco’s general code, which would prohibit the use of polystyrene in food packaging and retail sale in Saco. The sale and packaging of raw seafood would be exempt from this ban. The City’s goal with this ordinance would be to replace polystyrene foam food containers with reusable, recyclable, or compostable alternatives. With regard to implementation of a polystyrene ban in Saco, we recommend the subsequent implementation of a monetary fine system for violations of the ban, should the ban be approved and go into effect.

EXHIBITS:

1. Kevin Sutherland Memo to Council 6-13-16 ([Previously provided](#))
2. Addition to the Municipal Code of Ordinances – Chapter 160 – Prohibited Products
3. Appendix A – Master Schedule of Revenues

RECOMMENDATION: Staff recommends consideration of the proposed changes.

FUNDING: None needed.

SUGGESTED MOTION: *“I move to open the Public Hearing for the addition to the Saco Code, Chapter 160- Prohibited Products”*

“I move the close the Public Hearing, further move to set the Second and Final for September 19th, 2016.”

City of Saco, Maine
Addition to the Municipal Code of Ordinances
Chapter 160 – Prohibited Products

Chapter 160 – Prohibited Products

Sec. 160-101. Definitions.

As used in this Chapter the following terms have the following meanings:

“Food packager” means any person who places meat, eggs, bakery products, or other food in packaging materials for the purpose of retail sale of those products.

“Prepared food” means food or beverages that are served at the food vendor’s location having been previously prepared elsewhere or are prepared at the vendor’s location by cooking, chopping, slicing, mixing, brewing, freezing or squeezing. “Prepared food” does not mean raw, uncooked meat or eggs. Prepared food may be eaten either on or off premises.

“Polystyrene foam” means and includes blown polystyrene and expanded and extruded foams (sometimes referred to as Styrofoam®, a Dow Chemical Company trademarked form of polystyrene foam insulation) which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, foam molding, and extrusion blow molding (extruded foam polystyrene). Polystyrene foam is generally used to make cups, bowls, plates, trays, clamshell containers, meat trays, and egg cartons. For the purposes of this chapter, the term “polystyrene” shall not include clear polystyrene known as “oriented polystyrene.”

“Retail vendor” means any person, restaurant, store, shop, sales outlet or other establishment, including without limitation, a grocery store, convenience store, or a delicatessen.

Sec. 160-102. Prohibitions.

(a) No retail vendor shall serve or sell prepared food or drinks in polystyrene foam containers and shall not package consumable liquids, meat, eggs, bakery products or other food or food products in polystyrene foam containers.

(b) No party shall package consumable liquids, meat, eggs, bakery products or other food or food products in polystyrene foam containers for sale or use in the City.

(c) No retail vendor that sells food products or consumable liquids at retail shall use polystyrene foam food or beverage containers.

(d) The City shall not use polystyrene foam food or beverage containers at any City facility or City-sponsored event.

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(e) No City department or facility shall purchase or acquire polystyrene foam food or beverage containers.

(f) All parties who contract with the City are prohibited from using polystyrene foam food and beverage containers in, on, or within City facilities and projects.

Sec. 160-103. Exemptions.

(a) The sale and packaging of raw and live seafood is exempt from the provisions of this Chapter.

(b) Retail vendors and food packagers that are currently existing or are established in the City by the effective date of the ordinance will be exempted from the provision of this Chapter prohibiting the use of polystyrene foam for one (1) year, absent a showing of undue hardship. Undue hardship includes, but is not limited to, situations unique to the food vendor and not generally applicable to other persons in similar circumstances. In no event may a hardship extension run longer than two (2) years in total.

(c) Retail vendors, food packagers, City departments, City facilities, and contractors shall be exempt from the provisions of this Chapter in a situation deemed by the City Administrator to be an emergency for the preservation of the public peace, health, or safety.

(d) Retail vendors that receive items pre-packaged in polystyrene foam food or beverage containers that have been packaged outside the City of Saco may re-sell such items without repacking those items and such use or sale shall not constitute a violation of this ordinance.

Sec. 160-104. Violations and enforcement.

The Code Enforcement Officer or his/her designee(s), or other official designated by the City Administrator shall have the primary responsibility for enforcement of this Chapter. If the Code Enforcement Officer or his/her designee(s), or other official designated by the City Administrator determine(s) that a violation of this Chapter has occurred, he/she shall issue a written warning notice to the food vendor that a violation has occurred. Penalties for violation of this Chapter shall be as set forth in the **Master Schedule of Revenues, Charges, Fees and Fines, Appendix A** to this Municipal Code of Ordinances.

Sec. 160-105. Effective Date.

Enforcement of the Chapter shall begin on [insert date here]

Sec. 160-106. Severability.

If any part or provision of this Chapter, or the application thereof to any person or circumstances is held invalid, the remainder of the Chapter, including the application of such part or provision to other persons or circumstances, shall not be affected thereby, and shall continue in full force and effect. To this end, provisions of this Chapter are severable.

Appendix A
City of Saco
Master Schedule of Revenues, Charges, Fees and Fines

Reference	Date	Description	Amount
Chapter 161 – Prohibited Products			
		First violation in a one year period	Warning
		Second violation in a one year period	\$250
		Each subsequent violation in a one year period	\$500

MEETING ITEM COMMENTARY

AGENDA ITEM: (Public Hearing) Zoning Ordinance Amendments: Medical Marijuana Caregivers

STAFF RESOURCE: Bob Hamblen, Planning Director

COUNCIL RESOURCE: Councilor William Doyle

BACKGROUND: The City enacted a moratorium on medical marijuana caregivers in June 2016. The goals of the moratorium were to give the city time to develop proper definitions for these new businesses that are locating in the city, as well as the appropriate location for these businesses. Extensive research of the current state laws as well as input from the caregiver community lead to the creation of the new definitions and uses. Throughout this process it was determined that there needed to be a prohibition of this use as a home occupation in residential zones, as well as additional standards for these businesses setting up in the I-2 zone.

The Planning Board has reviewed the definitions, zoning recommendations and standards on July 19th, 2016 and had a public hearing on the proposed definitions and zoning on August 2nd, 2016. The Planning Board voted 5-0 at its August 2 meeting to forward a positive recommendation to the City Council. The new definitions include “Medical Marijuana caregiver, growing” and “Medical Marijuana Caregiver, growing facility,” with the recommendation that these uses be allowed in the I-2 zone. It is requested that the following definitions and amendments to the I-2 zone be considered and adopted into the Zoning Ordinance.

EXHIBITS: 1. Medical Marijuana Caregivers Zoning Ordinance Amendments

RECOMMENDATION: Staff supports the amendment as drafted.

SUGGESTED MOTION: *“I move to open the Public Hearing on the document titled, “Medical Marijuana Caregivers Zoning Ordinance Amendments, August 15, 2016”.*

“I move to close the Public Hearing and Be it Ordered that the Second and Final Reading be scheduled for September 19, 2016.”

“I move to approve the Order.”

Amendment to Original Motion: “The City of Saco hereby approves the following amendment to the document titled, “Medical Marijuana Caregivers Zoning Ordinance Amendments, August 15, 2016”, which was presented for Council review at the Public Hearing on Sept. 6, 2016 as follows:

Medical Marijuana Caregivers Zoning Ordinance Amendments,
August 15, 2016

(Language that is underlined represents new language while ~~strikethrough~~ indicates language to be deleted).

410-11. I-1 INDUSTRIAL PARK DISTRICT (Amended 8/1/88, 11/17/88, 3/2/92, 7/6/93, 11/7/94, 2/19/02)

PERMITTED USES

- 24. Medical Marijuana Caregivers, growing
- 25. Medical Marijuana Caregivers, growing facility

“Medical Marijuana Caregivers Zoning Amendments, August 15, 2016”

- **Article 3. Definitions**

Medical Marijuana Care givers, growing: Individual or business that has registered with the state pursuant to 22 M.R.S. §2422(8-A) as a caregiver. The individual or business has established patients and is engaged in growing medical marijuana outside of the caregiver’s primary residence (see growing facility) pursuant to 22 M.R.S. §2423-A (2)(B).

Medical Marijuana Caregivers, Growing facility: Growing facility is a building where plants are stored and cultivated, and may have patient rooms on site separate from plant cultivation and processing. The facility must be locked and secured. The facility cannot contain more than 3 separate licensees. The facility is located separately from the caregiver’s primary residence.

- **Article 4. District Regulations**

410-12. I-2 INDUSTRIAL BUSINESS DISTRICT (~~ed. note: includes I-2b district at former Maine Turnpike Exit 5~~)(Amended 8/1/88, 9/19/88, 3/2/92, 3/16/92, 4/1/91, 6/4/91, 7/6/93, 7/6/93, 2/28/94, 2/19/02, 5/21/12)

PERMITTED USES

- 25. Medical Marijuana Caregivers, growing
- 26. Medical Marijuana Caregivers, growing facility

- **Article 7. Standards of Performance**

Section 711. Home Occupations

711-2. PROHIBITED HOME OCCUPATIONS

A home occupation shall not be interpreted to include the following:

- 1) Facility for the repair of motor vehicles
- 2) The retailing of any item not produced on the premises (Amended 8/1/88)
- 3) Medical Marijuana Caregivers, growing

Section 734. Medical Marijuana

Where permitted by this Ordinance, uses engaged in the provision of Medical Marijuana including Caregiver (Growing) and Growing Facility, shall comply with the following standards:

- a. Neither of the referenced uses shall be permitted to generate offensive or harmful odors perceptible beyond their property lines, either at ground or habitable elevation.
- b. Neither of the referenced uses shall be allowed in a location less than five hundred (500) feet, measured in a straight line, to the nearest point on the boundary of any property which is occupied by a public or private school, Day Care Center, or Day Care Home.
- c. An enclosed outdoor area used for the cultivation of marijuana shall have a privacy fence at least six (6) feet high that obscures the view of the marijuana in order to discourage theft and unauthorized intrusion.
- d. There shall be no outside displays, window displays, or interior displays visible from the outside of the building intended to attract attention to or generate interest in either of the referenced uses.
- e. Adequate measures for security of the facility, which may include a security system, security fencing, security cameras and other measures, shall be demonstrated to the satisfaction of the Code Enforcement Office prior to issuance of either a building permit or a certificate of occupancy. The Code Officer shall consult with the Police Department if the adequacy of proposed security measures is in question.
- f. The owner(s) of a building intended for lease to a Caregiver (Growing) or a Growing Facility shall apply for and receive a business license from the City Clerk's office. Each lessee within said building shall apply for and receive a business license from the City Clerk's office. Failure to secure a City of Saco business license shall disqualify either an owner or a lessee from operating as a Caregiver (Growing) or a Growing Facility in Saco.
- g. A Caregiver (Growing) or a Growing Facility shall receive an annual safety inspection by the Fire Department, Code Office, and Electrical Inspector.

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- h. Both a Caregiver (Growing) and a Growing Facility shall identify all principal officers/owners by name and address.
- i. Evidence of compliance with all applicable state laws shall be submitted to the Code Enforcement ~~Planning~~ Office prior to issuance of a Certificate of Occupancy.

###

MEETING ITEM COMMENTARY

AGENDA ITEM: (Public Hearing) Temporary Extension of Premise Permit for Island Brewing LLC d/b/a Run of the Mill for the RiverJam Festival

STAFF RESOURCE: William J. Mann, Economic Development Director

COUNCIL RESOURCE: Councilor Nathan Johnston

BACKGROUND: This request appears before the City Council due to the fact that a portion of this parking surface is owned by the City of Saco. The 3rd Annual RiverJam Festival events will be occurring on September 17, 2016. This is the second year that this collaborative community-wide celebration has included events occurring in both cities, Saco and Biddeford. The presenting partners are Saco Main Street Inc. and Heart of Biddeford, along with the Biddeford Saco Area Chamber of Commerce, Engine, and the Cities of Saco and Biddeford. The landlord, Saco Island West, LLC has consented to the use of this space and Dirigo Management Company will be notifying residents and tenants of the space, prior to the event so they are aware. Upon City Council approval, the City Clerk, Michele Hughes will request consent of the State of Maine Bureau of Alcoholic Beverages Division of Liquor Licensing and Enforcement. The schedule of events for RiverJam Festival can be found on the event's [website](#).

EXHIBITS:

1. Use Agreement
2. Copy of Liability Insurance Binder

RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTION: *"I move to open the Public Hearing"*

"I move to close the Public Hearing and Be it Ordered that the City Council grant a Temporary Extension of Premise Permit to allow Island Brewing LLC d/b/a The Run of the Mill to sell beer and food off premise on the parking surface on Saco Island adjacent to The Run of the Mill on September 17th from 5:00 PM to 11:00 PM"

"I move to approve the order"

USE AGREEMENT

NOW COME the Parties, the City of Saco, a municipal corporation, 300 Main Street, Saco, Maine and Island Brewing, LLC, a Maine Limited Liability Co., doing business as Run of the Mill Public House and Brewery (“Run of the Mill”) of 100 Main Street (Bldg. #3) Saco, Maine who hereby state and agrees as follows:

WHEREAS, Run of the Mill desires to use, occupy and sell beer/malt beverages at and upon City property situated along the Saco River for a special event/occasion; and

WHEREAS, the City is agreeable to allowing Run of the Mill to have limited use of the space subject to the terms of this license;

NOW THEREFORE, the Parties agree as follows:

1. Parcel. Run of the Mill may use and occupy that space owned by the City of Saco adjacent to the Saco River found at the Island Mill complex, all as further shown as a hatched area on a Map attached hereto as Tab 1.

2. Fee. Run of the Mill shall pay the City of Saco \$1.00 for said use. A security deposit of \$1,000.00 is required at the execution of this Agreement which shall be promptly returned provided the conditions herein are met, and the property is restored upon completion of use.

3. Use/Term. Run of the Mill may only use the space for those purposes that comply with all applicable state law, local law and local zoning. Such use may include the sale of beer and malt beverages provided Run of the Mill secures any necessary permits required to lawfully sell and dispense alcohol from the State of Maine. It shall not in any form, manner or means to store, locate or bring upon the premises any hazardous or toxic materials or waste. The term of this use shall be one day (September 17, 2016), and control of the premises shall be returned to the City not later than 9:00am on September 18, 2016.

4. Restrictions. Upon its completion of use, Run of the Mill will restore the premises to the condition found or better. No alcohol will be served to any person under the legal drinking age or who is intoxicated. Minors shall be kept away from any area where alcohol is served. No alcohol shall be served from the City premises after 11:00 p.m. on September 17, 2016, nor before 5:00 p.m. that same day.

5. Insurance. Run of the Mill will provide proof of insurance of the following types and coverage amounts:

- A. Comprehensive General Liability, at least one million dollars coverage per claim; and
- B. Liquor Liability Coverage, at least one million dollars coverage per claim; and
- C. Umbrella Liability Coverage over both policies of not less than an additional one million dollars in coverage.

All policies shall include an endorsement naming the city of Saco as an additional named insured and shall be placed with reputable underwriters licensed to do business in the State of Maine.

6. Indemnity. Run of the Mill shall defend, indemnify and hold the City of Saco harmless from any and all demands, claims, causes of action, suits, injuries, fines and damages related to or arising from its use of the premises.

7. Security. Run of the Mill shall provide private security at the premises for all times hereunder that alcohol is being served. In addition, and not in lieu thereof, Run of the Mill shall also retain at the premises two Saco Police Officers for no less than 5 hours. Parties acknowledge and agree that the costs for both private security and for Saco Police shall be paid for by "Heart of Biddeford", a non-profit community organization sponsoring the RiverJam event.

ISLAND BREWING, LLC
D/B/A RUN OF THE MILL
PUBLIC HOUSE & BREWERY

CITY OF SACO

Rebecca Lemieux
General Manager

Kevin L. Sutherland
City Administrator

STATE OF MAINE
YORK, ss

September ____, 2016

Personally appeared the above named Rebecca Lemieux, the General Manager of Island Brewing, LLC, who gave oath and acknowledged that the foregoing was the free act and deed of the Company, and of her authority to sign this Agreement on its behalf.

Before me

Notary Public / Attorney At Law

STATE OF MAINE
YORK, ss

September____, 2016

Personally appeared the above named Kevin L. Sutherland who gave oath and acknowledged that the foregoing was the free act and deed of the City of Saco, and of his authority to sign this Agreement on its behalf.

Before me

Notary Public / Attorney At Law



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER P&C Insurance 260 Main St. P.O. Box 356 Biddeford ME 04005	CONTACT NAME: Teresa Kowalski PHONE (A/C. No. Ext): (207) 283-1486 E-MAIL ADDRESS: tkowalski@insurancepc.com		FAX (A/C. No): (207) 283-4258
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Island Brewing, LLC, DBA: Run of the Mill Public House & Brewery 100 Main Street, Bldg 3 Saco ME 04072	INSURER A: Hanover Insurance Company		22292
	INSURER B: Excelsior Insurance Company		11045
	INSURER C: Maine Employers Mutual Ins Co		11149
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 2015-2016

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZDPA80212300	12/1/2015	12/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA8932647	10/3/2015	10/3/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UHPA80389500	12/1/2015	12/1/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			1810101032	12/1/2015	12/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			ZDPA80212300	12/1/2015	12/1/2016	occurrence \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
In regards to General Liability and Umbrella Liability, City of Saco, City of Biddeford, Heart of Biddeford, Saco Main Street and Biddeford-Saco Chamber of Commerce are an Additional Insured when required by contract, agreement or permit.

Event: River Jam September 17th 2016

CERTIFICATE HOLDER

CANCELLATION

City of Saco 300 Main Street Saco, ME 04072	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Doug Willett/KATIE
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MEETING ITEM COMMENTARY

AGENDA ITEM: (Public Hearing) Renewal Application for Special Entertainment Permit – Townhouse Pub

STAFF RESOURCE: Michele L. Hughes, City Clerk

COUNCIL RESOURCE: Councilor Eric Cote

BACKGROUND: Townhouse Management Inc. d/b/a Townhouse Pub has applied for a renewal of their Special Entertainment Permit. The permit will be concurrent with the establishment's liquor license.

The applicant has paid all applicable permit fees and the clerk has properly advertised the public hearing in accordance with the Saco City Code, Chapter 93 - Entertainment §93-2.

EXHIBITS: 1. Special Entertainment Permit

RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTION: *"I move to open the Public Hearing."*

"I move to close the Public Hearing and be it ordered that the City Council grant the renewal application submitted by Townhouse Management Inc. d/ b/ a Townhouse Pub for a Special Entertainment permit to be concurrent with the establishment's current liquor license".

"I move to approve the Order."

AGENDA ITEM: E
Date: September 6, 2016
Exhibit Item: 1



PERMIT TO BE DISPLAYED

MUNICIPALITY: **Saco** COUNTY: **York, Maine**

Fee Paid: \$150.00... Date Paid: 8-11-2016...
 Advertising \$40.00

Special Entertainment Permit

This permit is hereby granted upon condition that the licensed premises do not violate the above statute or any ordinance, rules or regulations promulgated pursuant thereto.	
Licensee's Name:	<i>Townhouse Pub</i>
Business Name:	<i>Townhouse Management, Inc.</i>
Location of Premises:	<i>5 Storer St., Saco ME 04072</i>
P.O. Box Address:	
Municipality:	<i>Saco</i>
Description of Premises:	<i>Pub/lounge</i>
Facilities Required:	
Hours Permit is Effective:	<i>11:00 am to 1:00 am</i>
Type(s) of music, dancing, entertainment permitted:	<i>DJ, live bands</i>

This permit expires.....9-22-....., 2017, unless revoked by the Municipal Officials.

Dated at the City of Saco this.....day of....., 20.....

Certified True Copy _____

 Municipal Clerk _____

Council members
 of the City of Saco

AGENDA ITEM: F
Date: September 6, 2016

MEETING ITEM COMMENTARY

AGENDA ITEM: (First Reading) Contract Zone Amendment – Park North

STAFF RESOURCE: Bob Hamblen, City Planner

COUNCIL RESOURCE: Councilor William Doyle

BACKGROUND: Applicant Elliott Chamberlain dba Park North Development LLC requests the Council’s consideration of an amendment to the Park North contract zone, approved by the City Council on May 1, 2006. Mr. Chamberlain proposes that residential uses be allowed on the easterly most portions of Parcel 1, which was limited to commercial uses by the 2006 approval.

The conceptual plan for Lot 18, one of two separate lots in Parcel 1, shows a mix of office, retail, and commercial space nearest Rte. One, with multi-family residential restricted to the third of the lot furthest from Rte. One. The proposed amendment would apply to the entirety of Parcel 1: both Lots 18 and 19.

The Planning Board reviewed this item at public hearing on June 21, 2016, and forwards a positive recommendation for the amended Agreement. The City Council discussed this item during Workshop on July 11, 2016.

EXHIBITS:

1. Contract Zone Amendment Requested by Applicant (see p. 5, Parcel 1)
[Items below were previously provided on July 11, 2016](#)
2. Letter from Park North Development, LLC, 6/17/16
3. Minutes of June 21, 2016 Planning Board meeting
4. Plan of Park North and Concept Plans, Lot 18

RECOMMENDATION: Staff is supportive of the proposed amendment as endorsed by the Planning Board.

SUGGESTED MOTION: *“The City of Saco hereby Ordains and Approves the First Reading of the findings in the contract zone document entitled ‘Contract Zone Agreement By and Between Park North Development, LLC and Preston Properties, LLC as Applicants and the City of Saco,’ dated December 20, 2005 and amended through June 21, 2016, for the properties at 991 Portland Road and 3 Eastview Parkway, and to schedule a Public Hearing for September 19, 2016, as authorized by Section 1403 of the Zoning Ordinance, pursuant to 30A M.R.S.A. Section 4352(8).”*

Contract Zone Agreement

By and Between
Park North Development, LLC and *Preston Properties, LLC* as Applicants
and the *City of Saco*

December 20, 2005
Amended September 3, 2013
Amended September , 2016 (proposed)

THE CITY OF SACO HEREBY ORDAINS:

- I. That the Zoning Ordinance of the City of Saco, dated January 2, 1985 and amended through March 4, 2013 is hereby amended as further described in this Agreement by and between Park North Development, LLC and Preston Properties, LLC (collectively referred to as the “Applicants”) and the City of Saco.**
1. The Applicants propose a mixed-use development on the parcels at 1031 Portland Road and Eastview Parkway (the “Subject Property”). The Subject Property consists of two parcels identified on City of Saco tax maps as Tax Map 63, Lot 6 (currently owned by Park North Development, LLC) and Tax Map 64, Lot 6-1 (currently owned by Preston Properties, LLC) excepting only the portions of such parcels that are located within the Resource Protection District. The “Subject Property” for purposes of this Contract Zone Agreement shall not include these areas located within the Resource Protection District.
 2. The Subject Property is an approximately 236 acre contiguous tract of largely undeveloped land with the exception of a multi-tenanted commercial building on the parcel identified as Map 64, Lot 6-1 at the corner of Eastview Parkway and Portland Road.
 3. Map 63, Lot 6 is owned by Park North Development, LLC by virtue of a Quitclaim Deed with Covenant dated April 14, 2005, a copy of which has been submitted by the Applicant. Said deed is recorded in Book 14436, Page 83 at the York County Registry of Deeds.
 4. Map 64, Lot 6-1 is owned by Preston Properties, LLC by virtue of three deeds each dated December 24, 2003, copies of which have been submitted by the Applicant. Said deeds are recorded in Book 13817, Page 172, Book 13817, Page 174 and Book 13817, Page 176 at the York County Registry of Deeds.
 5. Evidence of right, title and interest is established by virtue of the above referenced deeds.
 6. The Subject Property is in the Business Park (BP) zoning district.

AGENDA ITEM: F
Date: September 6, 2016
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7. The Applicant has submitted a copy of Articles of Organization of Limited Liability Company filed with the Office of the Secretary of State, dated June 5, 2000, (for Preston Properties, LLC) and January 28, 2004 (for Park North Development, LLC) as both being authorized to do business or carry on activities in the State of Maine. Timothy H. Norton, 53 Exchange Street, Portland, Maine 04101 is named as Registered Agent for both Preston Properties, LLC and Park North Development, LLC.
8. The Subject Property has an area of 236 +/- acres. The Subject Property is proposed to be divided into four (4) Parcels with each Parcel to be further divided into multiple Lots as shown on a Plan dated November 7, 2005, prepared by Sebago Technics, One Chabot Street, Westbrook, Maine 04098 (the "Plan")(as the same may be revised with the approval of the Council), for the purpose of constructing a multi-use development. In order to facilitate the multi use nature of the project, each Parcel shall have distinct space and bulk and use restrictions as set forth below.
9. The Applicant proposes certain uses that are allowed and consistent with the current zoning of the Subject Property. The Applicant further proposes certain additional uses, such as residential and multi-family housing and retail uses that are not allowed uses given the current zoning of the Subject Property. The Applicant has therefore made application for a Contract Zone under the provisions of Article 14 of the Saco Zoning Ordinance.
10. The Applicant recognizes that no public sewer system is readily available within the Portland Road right of way to service the Subject Parcel but the Applicant is aware that the City of Saco anticipates that Village Works, LLC, developer of a parcel of property on Cascade Road near the Subject Property may be extending the public sewer system across that property. The Applicant proposes to make provision for the extension of the City of Saco sewer system from its anticipated terminus at the southwesterly boundary of the Subject Property. If the Village Works, LLC development does not materialize than the Park North Development, LLC will pursue the extensions independently in order to accommodate this development.

II. This contract amends the Saco Zoning Ordinance as follows:

1. This Agreement supersedes Article 4. District Regulations of the Saco Zoning Ordinance. District Regulations applicable to the Subject Property shall instead be governed by the terms of this Agreement.
2. Notwithstanding any contrary provision of Section 10.12 or Section 11.14 of the Subdivision Regulations of the City of Saco, the Applicant shall be authorized to implement a Low Impact Design stormwater management system for the Subject property. This system shall comply with existing City and State water quality and quantity standards.
- 3.

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Date: September 6, 2016
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The definitions of Front, Side and Rear Yards shall remain the same as in the Saco Zoning Ordinance. The following shall apply as the exclusive Space and Bulk Requirements applicable to the Subject Property Section and 412 shall be deemed amended accordingly but only as to the Subject Property:

PARCEL 1:

Minimum Lot Size:	7,500 Square Feet
Minimum Street Frontage:	50 feet
Minimum Front Yard:	50 feet for the front yard facing Route 1 if any, 20 feet for all other front yards
Minimum Side Yard:	20 feet for Lots abutting a residential or conservation district; 10 feet for Lots not abutting a residential or conservation district
Minimum Rear Yard:	20 feet for Lots abutting a residential or conservation district; 10 feet for Lots not abutting a residential or conservation district
Maximum Building Height:	60 feet
Maximum Lot Coverage:	40%
Density:	N/A

PARCEL 2:

Minimum Lot Size:	20,000 Square Feet
Minimum Street Frontage:	100 feet
Minimum Front Yard:	75 feet for the front yard facing Route 1 if any, 30 feet for all other front yards
Minimum Side Yard:	20 feet for Lots abutting a residential or conservation district; 15 feet for Lots not abutting a residential or conservation district
Minimum Rear Yard:	20 feet for Lots abutting a residential or conservation district; 15 feet for Lots not abutting a residential or conservation district
Maximum Building Height:	45 feet
Maximum Lot Coverage:	40%
Density:	N/A

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PARCEL 3:

Minimum Lot Size:	7,500 Square Feet
Minimum Street Frontage:	50 feet
Minimum Front Yard:	20 feet (0 feet between units in a multi unit building)
Minimum Side Yard:	20 feet for Lots abutting a residential or conservation district, 10 feet for Lots not abutting a residential or conservation district (0 feet between units in a multi unit building)
Minimum Rear Yard:	20 feet for Lots abutting a residential or conservation district, 10 feet for Lots not abutting a residential or conservation district (0 feet between units in a multi unit building)
Maximum Building Height:	45 feet
Maximum Lot Coverage:	40%
Density:	Not more than 120 units
Minimum Lot Area/Dwelling Unit	3,000 Square feet * total acreage of parcel divided by the number of units proposed
Minimum Net Residential Density for multi-family dwellings 1,250_s.f. per unit	

PARCEL 4:

Minimum Lot Size:	7,500 Square Feet
Minimum Street Frontage:	50 feet
Minimum Front Yard:	10 feet (0 feet between units in a multi unit building)
Minimum Side Yard:	10 feet (0 feet between units in a multi unit building)
Minimum Rear Yard:	10 feet (0 feet between units in a multi unit building)
Maximum Building Height:	35 feet
Maximum Lot Coverage:	40%
Density:	Not more than 300 units
Minimum Lot Area/Dwelling Unit	12,500 s.f. *total lot acreage divided by the total number of units proposed
Minimum Net Residential Density	1 lot or unit per 7,500 s.f.

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Date: September 6, 2016
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4. The permitted and conditional uses otherwise applicable to the Subject Property pursuant to Section 410 of the Saco Zoning Ordinance (including Sections 410-1 through 410-18) (the “Use Restrictions”) are hereby superceded and rendered inapplicable to the Subject Property and in their place, the following shall apply as the exclusive Use Restrictions applicable to the Subject Property and Section 410 shall be deemed amended accordingly but only as to the Subject Property:

PARCEL 1:

PERMITTED USES:

- | | |
|---|--|
| 1. Dwelling units above the first floor as part of a mixed use building | 17. Reserved Multi-family housing, no units within 600 feet of Rte. One right of way. |
| 2. One caretaker’s apartment within a non-residential use | 18. Health care clinics for humans |
| 3. Hotels and Motels | 19. Hospitals |
| 4. Retail Businesses and Uses with no more than 80,000 s.f. of floor area | 20. Essential Services |
| 5. Accessory retail sales of goods manufactured on the premises | 21. Animal hospitals and veterinarian offices |
| 6. Artist and crafts person studios | 22. Any use permitted in the Resource Protection District |
| 7. Eating establishments | 23. Accessory Uses |
| 8. Eating and Drinking establishments | 24. Municipal Uses |
| 9. Health and Fitness Clubs | 25. Public Utility Building |
| 10. Private Clubs | 26. Quasi-public Uses |
| 11. Financial Institutions with drive through | 27. Public parks and playgrounds |
| 12. Professional Offices | 28. Public Schools |
| 13. Business Offices | 29. Private Schools |
| 14. Personal Services | 30. Commercial Schools |
| 15. Business Services | 31. Nursery Schools |
| 16. Repair Services | 32. Day care center |
| | 33. Adult day care centers, Types 1 and 2 |

CONDITIONAL USES:

- | | |
|--|--------------------------|
| 1. Car washes | 4. Reserved |
| 2. Indoor recreation/amusement centers | 5. Commercial recreation |
| 3. Enclosed sports facilities | 6. Radio and TV antennas |

AGENDA ITEM: F
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PARCEL 2:

PERMITTED USES:

- | | |
|---|---|
| 1. Hotels and Motels | 16. Accessory uses |
| 2. Accessory retail sales of goods manufactured on the premises | 17. Essential services |
| 3. Eating establishments | 18. Municipal uses |
| 4. Eating and Drinking establishments | 19. Public Utility Building |
| 5. Accessory food service facilities | 20. Quasi-public uses |
| 6. Artist and crafts person studios | 21. Public parks and playgrounds |
| 7. Health and Fitness Clubs | 22. Commercial Schools |
| 8. Financial Institutions with drive through | 23. Nursery Schools |
| 9. Professional Offices | 24. Day care center |
| 10. Business Offices | 25. Adult day care centers, Types 1 and 2 |
| 11. Business Services | 26. Retail uses with less than 15,000 square feet of gross floor area |
| 12. Private Clubs | 27. Funeral Homes |
| 13. Health care clinics for humans | 28. Personal Services |
| 14. Research and testing laboratories | 29. Reserved |
| 15. Any use permitted in the Resource Protection District | 30. Indoor Recreation/Amusement Center |
| | 31. Reserved |
| | 32. Agriculture |
| | 33. Self-Service Storage Facilities |
| | 34. Outdoor Recreation |

CONDITIONAL USES:

- | | |
|---|--|
| 1. Fully enclosed light industry with no exterior storage | 2. Wireless Telecommunication Facilities |
| 3. Wholesale Trade and Warehouses | |

AGENDA ITEM: F
Date: September 6, 2016
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PARCEL 3:

PERMITTED USES:

- | | |
|------------------------------------|--|
| 1. Multi family dwellings | 13. Any use permitted in the Resource Protection District |
| 2. Professional Offices | 14. Home occupations |
| 3. Businesses Offices and Services | 15. Accessory recreational uses |
| 4. Reserved | 16. Congregate Housing, including multiple individual rooms or dwelling units to be occupied as a shared living environment, which may include small individual apartments with kitchens or individual rooms, any of which may be combined with shared community space, shared dining facilities, housekeeping services, personal care services and other similar. |
| 5. Day care center | |
| 6. Adult day care center | |
| 7. Accessory Uses | |
| 8. Eldercare congregate living | |
| 9. Community living use | |
| 10. Assisted living facility | |
| 11. Nursing Home | |
| 12. Hospitals | |

PARCEL 4:

PERMITTED USES:

- | | |
|--|--|
| 1. Any use permitted of right in the R-2 District | 6. Any use permitted in the Resource Protection District |
| 2. Manufactured housing units | 7. Boarding homes |
| 3. Multi family dwellings in structures containing no more than 8 units each | 8. Home baby sitting service |
| 4. Elderly congregate housing | 9. Adult day care center, Type 1 |
| 5. Home Occupations | 10. Community Center for the use of the residents of land in Parcels 3 & 4 |

CONDITIONAL USES:

1. Any use permitted as a conditional use in the R-2 District and not otherwise listed herein as a use permitted as a matter of right

AGENDA ITEM: F
Date: September 6, 2016
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III. This Contract Zone is subject to the following conditions and restrictions, as provided for in Section 1403 of the Saco Zoning Ordinance:

1. Development of the mixed-use development described herein as proposed by the Applicant is allowed on the Subject Property.
2. All structures constructed, located, renovated or reconstructed on the Subject Property shall be connected to and serviced by the Biddeford Saco Water Company and to the municipal sanitary sewer system.
3. The portion of the Applicants' land shown on the Project Plan as "Land to be Conveyed" shall be conveyed to the City of Saco or its designee at no cost to the City no later than three (3) years after the first Certificate of Occupancy is issued for any dwelling unit or commercial structure on the Subject Property.
4. Development on Parcels 1, 2 3, and 4 shall be subject to either Subdivision or Site Plan review by the Planning Board as dictated by the Saco Zoning Ordinance or the Saco Subdivision Regulations.
5. City and Applicant recognize that the 'Sketch Plan' submitted for purposes of Contract Zone consideration is limited in scope and detail. The project is subject to site plan and subdivision review by the Planning Board, and to any and all permits, licenses or approvals which the project may be subject to by the Maine Department of Environmental Protection, the Maine Department of Transportation, the U.S. Army Corps of Engineers and all other regional, state and federal agencies.
6. No site plan or subdivision approvals shall be granted by the Planning Board prior to an executed agreement being reached between the City and the Applicant for the design, financing and construction of a functional sanitary sewer collection and conveyance system serving the subject property, all connected to the existing City of Saco sanitary sewer system.
7. The street proposed to provide access to Parcels 1, 3 and 4 shall not be constructed as to cross the brook as shown on the Project Plan prior to agreement being reached between the Applicant, City and abutters as necessary for said street to be constructed as a through street to Cascade Road.
8. Applicant is responsible for the design and construction, in consultation with the City or entity designated by the City, of an off-road trail system. Said trail system may be deeded with use restrictions but in no circumstance shall any such restrictions bar free access or prohibit passive recreation by the public. Passive recreation may include activities such as walking, hiking, birdwatching, picnicking, cross-country skiing, or nature photography. Passive recreation shall not include activities that may result result in degradation of the trail system, including but not limited to motor vehicle use, removal of vegetation beyond that necessary for trail construction, disturbance of soil beyond that necessary for trail construction, and hunting.

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9. Failure of the Applicant to submit an application for subdivision review as proposed to the Planning Office for review and approval by the Planning Board within one (1) year of the approval of this Contract Zone shall render this Agreement null and void. This deadline may be extended for successive six (6) month periods at the discretion of the City Administrator upon written request submitted to the City Planning Office by the Applicant. In the event that this Contract Zone Agreement becomes null and void, the zoning applicable to the Subject Property shall revert to the Zoning in effect prior to the approval of the Contract Zone.
10. Except as addressed in this Contract Zone document, the project shall adhere to all other applicable provisions of the City of Saco Zoning Ordinance and Subdivision Regulations.
11. All details shown on the plans and application materials submitted to date and during the course of site plan and subdivision review by the Planning Board are hereby incorporated into this contract by reference. The site shall be developed in conformance with those plans and materials. Minor changes may be approved by the Planning Office of the City of Saco. Revisions to the Lot designations, lines or layouts within any Parcel may be made by the Applicant with the approval of the Planning Board but without further approval or consent of the City Council. Revisions to the Parcel boundary lines deemed by the Planning Board to be minor may be made by the Applicant with the approval of the Planning Board but without further approval or consent of the City Council. Revisions to the Parcel boundary lines deemed by the Planning Board to be significant to the Contract Zoning Agreement shall require prior approval of the City Council.
12. This Document and Contract Zone affects only the Subject Property identified herein.
13. This contract and its provisions shall specifically and exclusively apply to the Contract Zone request submitted by the Applicant.
14. This Document and the Contract Zone it creates shall not be transferable without approval by the City Council, provided however that upon receipt of final subdivision and/or Site Plan approval (as required), Lots and Units within the Subject Property shall be saleable to third parties.
15. Breach of these conditions, restrictions and/or Agreement by the developer shall constitute a breach of the contract. Said breach of contract shall constitute a zoning violation and shall be subject to enforcement action under the terms and procedures of 30-A M.R.S.A. Section 4452.
16. The Council notes that the decision to approve this Contract Zone is significantly impacted by the agreement of the Applicant to extend the public sewer from Cascade Road to and across the Subject Property, (thereby making public sewer available to the northern segment of Route 1) as well as to make possible the potential for interconnecting public streets between the Subject Property and Cascade Road, each of which are significant public benefits to the City of Saco.

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Date: September 6, 2016
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IV. Pursuant to authority found in 30A M.R.S.A. Section 4352 (8), and the City of Saco Zoning Ordinance, Section 1403, and by vote of the Saco Planning Board on December 20, 2005, and the Saco City Council on May 1, 2006, the following findings are hereby adopted:

A. The Subject Property is a parcel of an unusual nature and location, for the following reasons:

1. The Subject Property consists of 236 +/- acres of contiguous land with over 1650 feet of frontage on Route 1. Route 1 is a major transportation route in southern Maine and has the ability to carry a large capacity of vehicles on a daily basis. Route 1 is also the commercial corridor in this area which also makes it conducive to commercial, retail and mixed use residential development.
2. The Subject Property is located at the Scarborough/Saco town line and therefore will serve as a gateway to the City of Saco. Such a large parcel of land with such significant frontage in this location provides a rare opportunity to master plan a mixed use development in this critical location. In addition, because of its proximity to Scarborough and Portland, the mixed use nature of this project will be attractive to a wider region rather than servicing just the City of Saco. This will assist in achieving the goal cited in the Local Economy section of the Comprehensive Plan which identifies the desire to “Maintain Saco’s role as a retail and service center for the region”
3. The Subject Property is located just east of the Maine Turnpike and North of the I-195 spur which the Saco Comprehensive Plan indicates is strategic in working with the Turnpike Authority to locate a new interchange in the Flag road/Cascade Road area of the community. This development will serve to enhance those discussions.
4. The Applicant is agreeable to conveying the portions of Tax Map 63, Lot 6 and Tax Map 64, Lot 6-1 which are within the Resource Protection District (approximately 12 acres), identified as “Land to be Conveyed” on the Plan, to the City of Saco to be permanently preserved for the benefit of the public.

B. The proposed rezoning is consistent with the Saco Comprehensive Plan, based on the following goals:

Chapter 17, Section F. Land Use, Local Goals

- “To guide development to identified growth areas that are compatible with the existing settlement pattern and that enhances the desired pattern of land use.” – The proposed uses promote a transition and mitigation of land use between residential development and commercial use.
- “To accommodate the growth of commercial and industrial activities in designated growth areas where public services and facilities are or can be

AGENDA ITEM: F
Date: September 6, 2016
Exhibit Item: 1

provided.” – The proposed project provides significant commercial growth potential and proposes to extend public sewer to the Subject Property and across the Subject Property to Eastview Parkway and portions of Route 1 north of Cascade Road that are currently not served by public sewer.

- “To permanently protect environmentally and ecologically sensitive and scenic areas through outright purchase or conservation easements.” – The Applicant proposes to convey land within the Resource Protection district to the City, thereby protecting that land from future development
- “To encourage a pattern of land use that can be served efficiently and that does not impose undue burden on the City’s financial resources.” – The Applicants’ development encourages commercial development with ease of access and at a scale that will provide significant commercial expansion with substantial fiscal benefit to the City.

C. The proposed use is consistent with, but not limited to, the existing uses and permitted uses within the original zone. The proposed contract continues the permitted uses currently allowed in the underlying zoning district, while adding additional compatible uses which are anticipated to enhance the development and appearance of the project.

D. The conditions proposed are sufficient to meet the intent of Section 1403. Contract Zoning, of the Saco Zoning Ordinance.

V. Based on the above findings, conditions and restrictions, the City Council hereby incorporates this Contract Zone agreement into the Saco Zoning Ordinance by reference.

By signing this contract, both parties agree to abide by the conditions and restrictions contained herein.

Adopted by the Saco City Council on May 1, 2006, and Adopted as Amended on September 3, 2013, and further Amended on September , 2016.

CITY OF SACO

PRESTON PROPERTIES, LLC

By: _____
Kevin L. Sutherland
City Administrator

By: _____
R. Elliott Chamberlain
Authorized Member

PARK NORTH DEVELOPMENT, LLC

By: _____
R. Elliott Chamberlain
Authorized Member

AGENDA ITEM: G
Date: September 6, 2016

MEETING ITEM COMMENTARY

AGENDA ITEM: (Second and Final) Authorize School Construction Bond Question

COUNCIL RESOURCE: Councilor David Precourt

STAFF RESOURCE: Cheryl Fournier, Finance Director

BACKGROUND: Over the past several years, there has been a lot of discussion regarding the future of a new Young School and the necessary repairs at Fairfield School. On February 3, 2016, the Saco School Board voted to recommend moving forward with two separate elementary schools, with the motion as follows: “Construction of a new 370 +/- student, pre-kindergarten through 2nd grade school on the existing Young site, and construction of additions to the existing Gov. John Fairfield School and associated renovations to support a 330 +/- student, pre-kindergarten through 2nd grade school with accommodations to provide similar learning spaces to those that will be provided in the new Young School at the November 2016 General Election.”

Project Name	Estimated Cost
New Young School	\$12,000,000
Gov. John Fairfield School Renovations	\$ 5,000,000
School project costs	\$ 4,500,000
TOTAL	\$21,500,000

EXHIBIT:

1. Time line for Referendum Questions – November 7, 2016
2. Order Authorizing the City of Saco to Borrow an Amount Not to exceed **\$21,500,000** for Elementary School Construction Purposes
3. Treasurer’s Financial Statement for Proposed Bonds
4. Minutes from School Board from February 3, 2016
5. 2016 General Obligation Bonds, 30 years, Debt Service Schedule

SUGGESTED MOTION: *“Be it ordered that the City Council approve the Second and Final Reading of ‘Order Authorizing City of Saco to Borrow An Amount not to Exceed \$21,500,000 for Construction of a new 370 +/- student, pre-Kindergarten through 2nd grade school on the existing Young School site AND Construction of additions to the existing Gov. John Fairfield School and associated renovations to support a 330 +/- student, pre-Kindergarten through 2nd grade school with accommodations to provide similar learning spaces to those that will be provided in the new Young School’*

“I move to approve the order”

AGENDA ITEM: G
Date: September 6, 2016
Exhibit Item: 1

Time Line for Referendum Question - November 7, 2016

1. July 11, 2016 – City Council hold First Reading and calls Public Hearing for Orders.
2. July 12, 2016 – Date for publication of Public Notice (including full text of the Order) in daily newspaper and posting of Public Notice by City Clerk in two public places.
3. August 15, 2016 – City Council holds Public Hearing on proposed Orders.
4. September 6, 2016 – City Council holds Second Reading and adopts proposed Orders requiring that questions be placed on November 8, 2016 ballot.
5. September 7, 2016 (or as soon as practicable if either sooner or later) – Clerk publishes Orders in a daily newspaper together with notice of their adoption.

Note: Final action needs to occur at least 7 and no more than 30 days after hearing. Public Notice should provide at least 7 days' notice of hearing and 14 days' notice of final action. Readings should occur at least 7 days apart.

AGENDA ITEM: G
Date: September 6, 2016
Exhibit Item: 2

**Order Authorizing the City of Saco to Borrow an Amount
Not to Exceed \$21,500,000 for Elementary School Construction Purposes**

BE IT ORDERED BY THE CITY COUNCIL
OF THE CITY OF SACO, MAINE IN CITY COUNCIL ASSEMBLED:

1. Bonds Authorized. Pursuant to Maine law, including 30-A M.R.S.A. 5772 and Section 6.15 of the Charter of the City of Saco and all other authority thereto enabling, there is hereby authorized and approved the issuance of general obligation bonds (the "Bonds") of the City, and temporary notes in anticipation thereof (the "Notes), in an aggregate principal amount not to exceed \$21,500,000. The Bonds shall be designated "City of Saco, Maine, General Obligation Bonds" and any notes in anticipation thereof shall be designated "City of Saco General Obligation Bond Anticipation Notes." The proceeds of the Bonds and any Notes shall be used to finance the costs of school construction purposes, including construction and equipping of a new 370+/- student, prekindergarten through 2nd grade school on the existing Young School site, and construction and equipping of additions to the existing Gov. John Fairfield School and associated renovations to support a 330+/- student, prekindergarten through 2nd grade school (the "Project") and reasonably related costs, costs of issuance of the Bonds and any Notes, and capitalized interest prior to and during construction of the improvements.

2. Period of Utility. The estimated period of utility of the Project is forty (40) years.

3. Tax Levy. Pursuant to Section 6.15 of the Charter of the City of Saco, an amount necessary to meet the annual payments of principal and interest on the Bonds (and any Notes not paid from the proceeds of Bonds issued hereunder) shall be included in the tax levy of the City each year until the debt represented by said Bonds and Notes is extinguished.

4. Details of Bonds. To the extent not inconsistent with this Order and the Charter of the City, the discretion to fix the dates, maturities of the Bonds and/or Notes, denominations, interest rates, place(s) of payment, forms and other details of said Bonds and Notes, and to provide for the sale thereof, including execution of said Bonds and Notes on behalf of the City of Saco and delivery against payment therefore, is hereby delegated to the Treasurer and Mayor of the City of Saco. The Bonds shall be payable within a fixed term of years to be determined by the Mayor and Treasurer, not to exceed thirty (30) years, and Notes in anticipation of Bonds shall not exceed three (3) years from the date of the initial issuance of any Notes. Bonds shall be made payable as pertains to interest semi-annually and as pertains to principal in equal, annual serial installments, except that: (1) each year's installments may be adjusted to the nearest multiple of \$5,000; and (2) the amount of each year's installment may vary provided that it is equal to or greater than the installment due and payable in any succeeding year. The Bonds and any Notes shall contain such terms and provisions, not inconsistent herewith, as the Treasurer and Mayor may hereafter determine. All determinations by the Mayor and Treasurer shall be conclusively evidenced by their execution of the Bonds or Notes. The Treasurer and Mayor are authorized to provide that any of the Bonds and Notes be made callable, with or without premium, prior to their maturity. Each Bond or Note issued hereunder shall be signed by the Treasurer and countersigned by the Mayor. The Mayor and Treasurer are authorized to select a financial advisor and/or an underwriter for the Bonds and Notes, and the Mayor and Treasurer are authorized and empowered to execute and deliver such contracts or agreements as may be necessary or appropriate in connection therewith.

5. Sale of Bonds. The Treasurer is authorized to prepare, or cause to be prepared, a Notice of Sale and/or a Preliminary Official Statement and an Official Statement for use in the offering and sale of the Bonds and/or Notes, such Notice of Sale, Preliminary Official Statement and Official Statement to be in such form and contain such information as may be approved by the Treasurer. Distribution of the Notice of Sale and/or Preliminary Official Statement and the Official Statement in the name of and on behalf of the City in connection

AGENDA ITEM: G
Date: September 6, 2016
Exhibit Item: 2

with offering the Bonds and/or Notes is hereby authorized and approved. The Treasurer is authorized to covenant, certify and agree, on behalf of the City, for the benefit of the holders of the Notes or Bonds, that the City will file any required reports, make any annual financial or material event disclosure, and take any other action that may be necessary to insure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met.

6. Tax Exempt Bonds. The Treasurer is authorized to covenant and certify on behalf of the City that: (a) no part of the proceeds of the issue and sale of the Notes or the Bonds authorized to be issued hereunder shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause such Notes or Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), (b) no part of the proceeds of the issue and sale of such Notes or Bonds (including any notes and bonds in renewal thereof) shall be used, directly or indirectly, in such manner which would cause the Notes or Bonds to be "private activity bonds" within the meaning of Section 141 of the Code, (c) all required information reports shall be filed and any rebate due to the United States in connection with the issuance of said Bonds and Notes shall be paid, and (d) the City shall take all other lawful actions necessary to insure the interest on the Bonds and Notes will be excluded from the gross income of the owners thereof for purposes of federal income taxation and to refrain from taking any action which would cause interest on the Bonds or Notes to become includable in the gross income of the owners thereof. The Treasurer is also authorized and empowered to designate the Bonds and/or Notes as qualified tax-exempt obligations for purposes of Section 265(b) of the Code, if and to the extent the election may be available and advisable as determined by the Treasurer.

7. Documents and Certificates. The Mayor, Treasurer, City Clerk and other appropriate officials of the City of Saco are authorized to execute and deliver on behalf of the City such other documents and certificates as may be required in connection with such Bonds and Notes, and to do or cause to be done all acts and things, not inconsistent herewith, as may be necessary or appropriate in order to effect the issuance, execution, sale and delivery of the Bonds and any Notes, and to carry out the provisions of this Order in connection with the Project.

8. Appropriation. The sum of \$21,500,000 is hereby appropriated to finance the Project costs, such amount to be raised by the issuance of the Bonds and/or Notes of the City. In addition, the investment earnings on the proceeds of the Bonds and Notes, if any, and the excess proceeds of the Bonds and Notes, if any, are hereby appropriated for the following purposes, such proceeds to be held and applied in the following order of priority: (a) to any Project costs in excess of the principal amount of the Bonds or Notes; and (b) in accordance with applicable terms and provisions of the Arbitrage and the Use of Proceeds Certificate delivered in connection with the sale of the Bonds or Notes.

9. Reimbursement. This Bond Order shall constitute the City's declaration of official intent within the meaning of Treasury Regulation 1.150-2 to pay, on an interim basis, costs of the Project in an amount up to the principal amount of the Bonds to be issued, which costs the City reasonably expects to reimburse with proceeds of the Bonds or Notes.

10. Referendum Vote. Pursuant to Section 6.15 of the Charter of the City, the following question shall be submitted to the voters of the City of Saco for ratification or rejection at a referendum vote to be held on November 8, 2016: Shall the Order of the City Council of the City of Saco entitled "Order Authorizing the City of Saco to Borrow an Amount Not to Exceed \$21,500,000 for Elementary School Construction Purposes" be ratified and approved?

11. City Clerk. A copy of this order shall be filed with the City Clerk.

AGENDA ITEM: G
Date: September 6, 2016
Exhibit Item: 3

CITY OF SACO, MAINE
Treasurer's Financial Statement for Proposed Bonds

Referendum Question 1: School Construction Bond

As of June 15, 2016, the total amount of bonds of the City of Saco outstanding and unpaid is \$17,099,784 of which \$13,168,198 is principal and \$3,931,586 is interest. The City has no other bonds authorized but not yet issued. The bonded indebtedness to be assumed if the questions authorizing these borrowings are ratified by the voters is as follows:

<u>Question</u>	<u>Proposed Improvements</u>	<u>Bond Principal</u>	<u>Estimated Bond Interest</u>	<u>Total Principal and Interest</u>
Question 1	School Infrastructure	\$21,500,000	\$9,982,500	\$31,482,500

The total debt service costs will vary depending on the prevailing interest rates at the time the bonds are issued. The above estimated costs for the bonds are based upon an estimated interest rate of 3% over an estimated term of 30 years.

The validity of this obligation and of the voters' ratification of this obligation may not be affected by any errors in the estimate made pursuant to the above statement. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the obligation is not affected by reason of the variance.

Dated: _____, 2016 at Saco, Maine

Cheryl Fournier, Finance Director/Treasurer
City of Saco

AGENDA ITEM: G
Date: September 6, 2016
Exhibit Item: 4

Minutes from School Board
February 3, 2016

A motion was made by Michel Ohayon and seconded by Garrett Abrahamson to send to the City Council for approval and to appear on the ballot Option #1: Construction of a new 370 +/- student, pre-kindergarten through 2nd grade school on the existing Young site, and construction of additions to the existing Gov. John Fairfield School and associated renovations to support a 330 +/- student, pre-kindergarten through 2nd grade school with accommodations to provide similar learning spaces to those that will be provided in the new Young School at a special election after Labor Day and before the November 2016 General Election. After some discussion a motion was made by Michel Ohayon and seconded by Garrett Abrahamson to amend the motion to read: to send to the City Council for approval and to appear on the ballot Option #1: Construction of a new 370 +/- student, pre-kindergarten through 2nd grade school on the existing Young site, and construction of additions to the existing Gov. John Fairfield School and associated renovations to support a 330 +/- student, pre-kindergarten through 2nd grade school with accommodations to provide similar learning spaces to those that will be provided in the new Young School at the November 2016 General Election. Beth Johnston suggested it might be a better service to the community to provide both options during the referendum. If only one option is offered and it fails, the Board is back to the drawing board. Mayor Michaud said he did not believe the Council will allow for two bond questions. With no further amendments to the original motion the vote was 5-2. Motion approved.

City of Saco, Maine
 2016 General Obligation Bonds
 30 Years

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Debt Service Schedule

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Date	Principal	Coupon	Interest	Period Total	Fiscal Total
4/ 1/17			322,500.00	322,500.00	322,500.00
10/ 1/17	720,000.00	3.000000	322,500.00	1,042,500.00	
4/ 1/18			311,700.00	311,700.00	1,354,200.00
10/ 1/18	720,000.00	3.000000	311,700.00	1,031,700.00	
4/ 1/19			300,900.00	300,900.00	1,332,600.00
10/ 1/19	720,000.00	3.000000	300,900.00	1,020,900.00	
4/ 1/20			290,100.00	290,100.00	1,311,000.00
10/ 1/20	720,000.00	3.000000	290,100.00	1,010,100.00	
4/ 1/21			279,300.00	279,300.00	1,289,400.00
10/ 1/21	720,000.00	3.000000	279,300.00	999,300.00	
4/ 1/22			268,500.00	268,500.00	1,267,800.00
10/ 1/22	720,000.00	3.000000	268,500.00	988,500.00	
4/ 1/23			257,700.00	257,700.00	1,246,200.00
10/ 1/23	720,000.00	3.000000	257,700.00	977,700.00	
4/ 1/24			246,900.00	246,900.00	1,224,600.00
10/ 1/24	720,000.00	3.000000	246,900.00	966,900.00	
4/ 1/25			236,100.00	236,100.00	1,203,000.00
10/ 1/25	720,000.00	3.000000	236,100.00	956,100.00	
4/ 1/26			225,300.00	225,300.00	1,181,400.00
10/ 1/26	720,000.00	3.000000	225,300.00	945,300.00	
4/ 1/27			214,500.00	214,500.00	1,159,800.00
10/ 1/27	715,000.00	3.000000	214,500.00	929,500.00	
4/ 1/28			203,775.00	203,775.00	1,133,275.00
10/ 1/28	715,000.00	3.000000	203,775.00	918,775.00	
4/ 1/29			193,050.00	193,050.00	1,111,825.00
10/ 1/29	715,000.00	3.000000	193,050.00	908,050.00	
4/ 1/30			182,325.00	182,325.00	1,090,375.00
10/ 1/30	715,000.00	3.000000	182,325.00	897,325.00	
4/ 1/31			171,600.00	171,600.00	1,068,925.00
10/ 1/31	715,000.00	3.000000	171,600.00	886,600.00	
4/ 1/32			160,875.00	160,875.00	1,047,475.00
10/ 1/32	715,000.00	3.000000	160,875.00	875,875.00	
4/ 1/33			150,150.00	150,150.00	1,026,025.00
10/ 1/33	715,000.00	3.000000	150,150.00	865,150.00	
4/ 1/34			139,425.00	139,425.00	1,004,575.00
10/ 1/34	715,000.00	3.000000	139,425.00	854,425.00	
4/ 1/35			128,700.00	128,700.00	983,125.00
10/ 1/35	715,000.00	3.000000	128,700.00	843,700.00	
4/ 1/36			117,975.00	117,975.00	961,675.00
10/ 1/36	715,000.00	3.000000	117,975.00	832,975.00	
4/ 1/37			107,250.00	107,250.00	940,225.00
10/ 1/37	715,000.00	3.000000	107,250.00	822,250.00	
4/ 1/38			96,525.00	96,525.00	918,775.00
10/ 1/38	715,000.00	3.000000	96,525.00	811,525.00	
4/ 1/39			85,800.00	85,800.00	897,325.00
10/ 1/39	715,000.00	3.000000	85,800.00	800,800.00	
4/ 1/40			75,075.00	75,075.00	875,875.00
10/ 1/40	715,000.00	3.000000	75,075.00	790,075.00	
4/ 1/41			64,350.00	64,350.00	854,425.00
10/ 1/41	715,000.00	3.000000	64,350.00	779,350.00	
4/ 1/42			53,625.00	53,625.00	832,975.00
10/ 1/42	715,000.00	3.000000	53,625.00	768,625.00	
4/ 1/43			42,900.00	42,900.00	811,525.00
10/ 1/43	715,000.00	3.000000	42,900.00	757,900.00	
4/ 1/44			32,175.00	32,175.00	790,075.00
10/ 1/44	715,000.00	3.000000	32,175.00	747,175.00	
4/ 1/45			21,450.00	21,450.00	768,625.00
10/ 1/45	715,000.00	3.000000	21,450.00	736,450.00	
4/ 1/46			10,725.00	10,725.00	747,175.00
10/ 1/46	715,000.00	3.000000	10,725.00	725,725.00	
4/ 1/47					725,725.00
-----	21,500,000.00		9,982,500.00	31,482,500.00	
ACCRUED					
-----	21,500,000.00		9,982,500.00	31,482,500.00	
=====			=====	=====	

Dated 10/ 1/16 with Delivery of 10/ 1/16
 Bond Years 332,750.000
 Average Coupon 3.000000
 Average Life 15.476744
 N I C % 3.000000 % Using 100.000000

Weighted Bond Years 332,750.000
 Weighted Average Life 15.476744
 Weighted N I C % 3.000000 % Using 100.000000
 T I C % 3.000000 % From Delivery Date

Moors & Cabot, Boston, Massachusetts

MEETING ITEM COMMENTARY

AGENDA ITEM: Authorize Lease of Space in the City Hall Annex to Saco Main Street

STAFF RESOURCE: Kevin Sutherland, City Administrator

COUNCIL RESOURCE: Councilor Eric Cote

BACKGROUND: The City Administrator has been making every effort to move all staff previously located in the Annex into City Hall. This goal brings all general public services back to the first floor of city hall and support services to the second and third floor.

Saco Main Street has approached the city about renting some of the now vacant space in the city hall annex as their current lease arrangement with another party is coming to an end.

With the amount of collaboration happening between the city and this not-for-profit organization, city staff believe this to be a good use of the space for the short term.

EXHIBITS: 1. Lease Document

RECOMMENDATION: Staff recommends that a 2 year lease be approved.

FUNDING: No additional funding necessary

SUGGESTED MOTION: *“Be it Ordered that the City Council approves the lease agreement with Saco Main Street in accordance with the written lease document.”*

“I move to approve the Order”

COMMERCIAL LEASE

THIS LEASE AGREEMENT, entered into as of this 1st day of September, 2016, by and between the City of Saco, a municipal corporation, 300 Main Street, Saco, Maine (hereinafter referred to as "Landlord") and Saco Main Street, Inc., a Maine Non Profit entity with an address of P.O. Box 336, Saco, Maine (hereinafter referred to as "Tenant")

WITNESSETH:

1. SUBJECTS REFERRED TO. Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Article.

- (a) Landlord: City of Saco
Attn: City Administrator
300 Main Street
Saco, Maine 04072
- (b) Tenant: Saco Main Street, Inc
Attn: Rob Briggs
P. O. Box 336
Saco, Maine 04072
Tax ID # _____
- (c) Premises: South West Corner office, storage in North West corner,
and shared meeting space southeast of office space
City Annex Building
19 Cutts Ave
Saco, Maine
- (d) Permitted Uses: Office and Meeting Space.
- (e) Term Commencement Date: September 15, 2016.
- (f) Term: Two (2) years.
- (g) Renewal Option: Tenant may renew for an additional two (2) year term
upon 4 months written notice to Landlord. Rent to be renegotiated.
- (h) Base Rent: \$180.00 per month.
- (i) Minimum Security Deposit: None required.
- (j) Taxes, Insurance, Building Maintenance: See Section 7.

- (k) Utilities: Tenant is responsible for their own telephone and internet. Heat and electricity will be shared with the city based on a percentage of square footage of the building.
- (l) Property and Liability Insurance: Tenant shall obtain fire and other perils coverage on its personal property, as well as comprehensive general liability damage coverage of not less than \$1,000,000.00 per claim.
- (m) Landlord Improvements: Property leased as is.
- (n) Tenant Improvements: Tenant is authorized to make improvements to the premises only upon written permission of Landlord, which permission will not be unreasonably denied.
- (o) Assignment. Not allowed by Tenant.

2. LEASE. Landlord hereby leases unto Tenant, and Tenant hereby lease from Landlord, the entire Premises described in Article 1 above.

3. TERM. Tenant shall have and hold the Premises, unless sooner terminated, for the original term commencing on the Term Commencement Date.

4. RENT. The monthly rent is as set forth in Article 1 above. Said rent shall be payable on the 15th day of each month. The rent shall be fixed for the term.

5. RENEWAL OPTION. Tenant shall have the option to renew this Lease Agreement for the term specified in Article 1 (g) above. The Tenant must give the Landlord four (4) months written notice of intent to renew. Failure to provide notice as required shall void the option to renew.

6. SECURITY DEPOSIT. Tenant owes no security deposit for the premises, but they covenant that at the end of the Lease Term, they will leave the Premises in good repair, "broom clean", and without damage, reasonable wear and tear excepted.

7. REAL ESTATE AND PERSONAL PROPERTY TAXES; PROPERTY AND CASUALTY INSURANCE, AND BUILDING MAINTENANCE. All real and personal property taxes assessed or assessable against the Premises are the responsibility of the Landlord. Tenant shall pay expenses related to routine building maintenance associated with its occupancy, unless it is caused or necessitated by the negligence of Landlord. Landlord shall remain responsible for structural or long-term improvements to the Premises, except as may be caused by or necessitated by the negligence of either Tenant, or Tenant's guests, agents, business invitees or employees. Landlord shall be responsible for all snow plowing and sanding. Tenant shall, at all times, maintain their own insurance coverage for loss from fire and other peril. If Landlord pays any of the herein referenced fees, or charges, Tenant shall reimburse Landlord for them within 15 days of a written invoice detailing the nature of such charges, and fees.

8. UTILITIES, WATER, HEAT. Landlord is responsible for all costs of water and sewer charged to the Premises. Tenant is responsible for the cost of all electricity, telephone, internet, wifi, and heat they use. Tenant shall be responsible for the payment of any deposits or similar charges required to be paid in connection with supply of these services. All such services shall be established in name of Tenant.

9. PERMITTED USES. Tenant shall use the Premises solely for the particular business purpose stated in Article 1(d). No trade or occupation shall be conducted in the Premises which will be unlawful, improper, noisy or offensive, or contrary to any state or federal law, regulation, or any municipal by-law or ordinance.

10. QUIET ENJOYMENT. Tenants shall during the lease term and any extension thereof peacefully and quietly enjoy the Premises for the intended purposes without unreasonable disturbance.

11. MAINTENANCE, REPAIRS, ALTERATIONS, IMPROVEMENTS. Tenant shall keep at their own expense, the leased Premises in a neat, clean and sanitary condition and in as good order and repair as at the commencement of the Lease, reasonable wear and tear expected. Tenant shall make no alterations in, or additions or improvements to, the Premises without the written prior consent of Landlord.

12. INSURANCE AND INDEMNITY. (a) Tenant independently covenants and agrees to defend, indemnify and hold Landlord harmless from and against all claims, actions, demands, damages, liability and expense, including attorney's and other professional fees, in connection with loss of life, personal injury and/or damage to property, that relates to or arises in any way from either Tenant use and occupancy of the Premises, including claims by vendors, tradesman, customers, business invitees, and any other third parties who may make claim against Landlord in connection herewith.

(b) At all times after the execution of this Lease, Tenant will take out and keep in force and effect, at their sole expense, general comprehensive property and liability insurance which provides a minimum of \$1,000,000.00 coverage for claims with respect to property damage, personal injury or death. Said insurance shall provide for coverage of all third parties, who might be harmed or injured, or suffer property damage, as a result of any negligent act of the Tenant, and such policy shall name Landlord as an additional insured. Proof of such coverage shall be provided by each Tenant. Failure to maintain such coverage shall be deemed a material breach of this Lease.

(c) Tenant shall be responsible for insuring their own property and contents as against loss by fire, or other peril.

13. DAMAGE, DESTRUCTION OR CONDEMNATION. In case the Premises shall be damaged by fire or other casualty or condemned by public authority so as to render the same untenable in whole or in part for any period, a just abatement of rent shall be made until the same shall be repaired by the Landlord, provided, however, that in case the Premises damaged by fire or any other casualty that the Landlord shall not desire to rebuild, or if the Premises be taken

by condemnation, this Lease shall terminate at the Landlord's option and rent shall be apportioned to the time of such termination. Tenant shall be given prompt notice of any decision not to rebuilt, or of condemnation.

14. **ASSIGNMENT AND SUBLETTING.** Neither Tenant shall assign, mortgage or encumber this Lease nor sublet the leased Premises, or any part thereof, without the express written consent of Landlord.

15. **DEFAULT.** (a) The following events shall be deemed to be events of default by Tenant under this Lease:

(i) Tenant fails to pay when due any sum of money becoming due to be paid to Landlord hereunder, and such failure shall continue for a period of ten (10) days after the due date, with respect to any monthly installment of rent, or

(ii) Either Tenant shall fail to comply with any term, provision or covenant of this Lease and shall not cure such failure within ten (10) days after written notice specifying the nature of such default; or

(iii) Either Tenant shall abandon the Leased Premises or fail to conduct business in the Leased Premises as required by this Lease; or

(iv) Either Tenant shall become insolvent, admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment to benefit of creditor, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended.

(b) Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform any of its obligations within thirty (30) days after written notice by either Tenant to Landlord reasonably specifying wherein Landlord has failed to perform any such obligation.

16. **REMEDIES.** (a) Upon the occurrence of any such events of default described in this Lease, the Parties shall, in good faith, engage in either mediation of not less than 1 day duration. Only if mediation fails, may one or the other party pursue legal relief in Court.

17. **ACCESS.** The Landlord and its personal representatives, officers, agents or employees, may enter the Leased Premises at any reasonable time for the purpose of inspecting the property, performing any work which the Landlord elects to undertake, or such other purposes as Landlord elects to undertake provided that Landlord provides either Tenant with 72-hour advance written notice, except for emergencies.

18. **NOTICES.** Any notice or communication relating to this Lease shall be deemed duly given if in writing and either hand delivered or sent by certified mail, postage addressed to the party for whom it is intended at such place have been designated by such party in this Lease above in Section 1 (a & b).

19. **SELF-HELP.** The acceptance of a check by Landlord for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, to the effect that such lesser amount constitutes payment in full shall be given no effect and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

20. **RECORDING.** Landlord and Tenant agree that this Lease or a memorandum thereof may be recorded.

21. **SURRENDER.** The Tenant shall, at the expiration of this Lease, remove all of the Tenant's goods and effects from the Premises within ten (10) days. The Tenant shall deliver to the Landlord the Premises, all keys, locks thereto, and other fixtures which Landlord does not request Tenant to remove, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty excepted.

22. **ENVIRONMENTAL LIABILITY.** The Landlord shall remain fully responsible for any and all liability associated with environmental exposures, claims, permits, damages or causes of action related to or arising at the Premises, whether asserted by a third party or a government agency, whenever and wherever asserted. The foregoing shall not apply to those exposures, claims, permits, damages or causes of action of an environmental nature to the extent caused by or associated with Tenant occupancy of the Premises.

23. **GOVERNING LAW.** This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine.

24. **CO-GUARANTORS OF PERFORMANCE.** Each Tenant covenants that they are wholly liable for the full performance of all obligations hereunder, including the payment of rent. The failure or default of either Tenant to perform shall not relieve the remaining Tenant from its duty to fulfill all obligations, and each Tenant acknowledges that they stand as a guarantor of the other Tenant's obligations under this Lease. In the sole discretion of Landlord, a breach by either Tenant shall constitute a breach of the other, subject to the terms of Section 15.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals on and as of the date first set forth above.

TENANT:

Bette Brunswick, President
Saco Main Street, Inc

LANDLORD:

Kevin L. Sutherland
City Administrator
City of Saco